

21.40

80-299 T

AMENDMENT TO PROTECTIVE COVENANTS

LAKEVIEW HEIGHTS COMPANY,)
a Partnership,)
)
to)
)
WHOM IT MAY CONCERN)

WHEREAS, Lakeview Heights Company, a partnership, did on August 1, 1973 publish and declare the following real property, to-wit: Lots 1 through 57 inclusive, and Lots 189, 190 and 191, in Lakeview Heights 1st Addition, a Subdivision in Douglas County, Nebraska, to be subject to the covenants recorded in Book 525 at Pages 183-185 of Miscellaneous Records for Douglas County, Nebraska, and

WHEREAS, Lakeview Heights Company, a partnership, is on the date hereof the sole owner and in possession of all of the lots in Lakeview Heights 1st Addition, including Lots 1 through 57 inclusive, and Lots 189, 190 and 191, and

WHEREAS, Lakeview Heights Company, a partnership, as the sole owner of the above described lots in Lakeview Heights 1st Addition and set forth in the covenants recorded in Book 525 at Pages 183-185 of Miscellaneous Records intends to modify and amend said covenants.

NOW, THEREFORE, Lakeview Heights Company, a partnership, does hereby publish and declare that Lots 1 through 57 inclusive, and Lots 189, 190 and 191 Lakeview Heights 1st Addition, to be subject to the following amendment to the original covenants recorded in Book 525 at Pages 183-185 of Miscellaneous Records.

1. That Paragraph 3 of the original covenants filed in said Book 525 at Pages 183-185 which provides as follows:

A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1100 square feet. A one and one-half story dwelling house or two-story dwelling house shall have a ground floor area of not less than 1000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1100 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.

be, and hereby is, deleted from said covenants.

2. That all of the above described lots shall be subject to the following covenant, to-wit:

A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1000 square feet. A one and one-half story dwelling house or two-story dwelling house shall have a ground floor area of not less than 900 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1100 square

feet on the main living floor level. That said areas are exclusive of porches or attached garages.

That said covenant shall supplant and be substituted for the deleted provision set forth in Paragraph 1 above (Paragraph 3 of the original covenants).

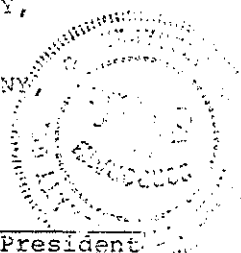
That in all other respects the original protective covenants, as recorded in Book 525 at Pages 183-185 of the Miscellaneous Records for Douglas County, Nebraska, shall remain in full force and effect without change.

Dated this 7 day of March, 1974.

LAKEVIEW HEIGHTS COMPANY,
a Partnership.

MAPLE LEAF REALTY COMPANY,
a Corporation, Partner,

By Bert P. Allen
President



MADÉLINE JACOBSON PROPERTIES, INC.,
a Nebraska corporation, Partner,

By Madeline Jacobson
President



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

ON THIS 7th day of March, 1974, before me, a Notary Public in and for said County, personally came the above named Madeline Jacobson, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, and Bert P. Allen, President of Maple Leaf Realty Company, a Nebraska corporation; that said corporations are the partners of Lakeview Heights Company, a partnership. Said Madeline Jacobson and Bert P. Allen are personally known to me to be the identical persons whose names are affixed to the above instrument as presidents of said corporations, and they acknowledge the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said corporation, and the corporate seals of said corporations were thereto affixed by their authority.

WITNESS my hand and official seal the last date aforesaid.

J. E. Hillmar
Notary Public

My commission expires:
August 4, 1977



11 ENTERED IN NEBRASKA DEED AND INDEXED IN THE REC. OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
12 DAY OF March 1974 2:00 P.M. C. HAROLD SWICK, REGISTER OF DEEDS 2,00

80
299 etc.

PROTECTIVE COVENANTS

LAKEVIEW HEIGHTS COMPANY,)
a Partnership,)
to)
WHOM IT MAY CONCERN:)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Lakeview Heights Company, a partnership, sole owner of lots numbered 1 to 57 both inclusive, and Lots 189, 190 and 191, in Lakeview Heights 1st Addition, a Subdivision located in part of the SE 1/4 of Section 3, Township 14 North, Range 11 East, Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of any of said lots, does hereby covenant and declare that said lots numbered 1 to 57 both inclusive and lots 189, 190 and 191, shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. That said lots shall be used for residential purposes only.
2. No building shall be erected on any of said residential lots unless the same conforms to the provisions of R4, 4th Residence District, as prescribed by the zoning ordinances of the City of Omaha, Douglas County, Nebraska.
3. A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1100 square feet. A one and one-half story dwelling house or two-story dwelling house shall have a ground floor area of not less than 1000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1100 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently. No dwelling constructed outside Lakeview Heights 1st Addition shall be moved on to any of the lots covered by these covenants.
5. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or may become an annoyance or a nuisance.
6. All single family dwellings shall have at least a two-car garage.
7. Each owner, at the time of improving said lots, shall construct a public sidewalk built of Portland cement concrete, 4 inches thick and 4 feet in width and located 4 feet from the curbline. The sidewalk shall be along the front of each lot and in the case of a corner lot also along the side street.
8. The owner of each lot shall be responsible for repairing all cuts made in the street adjacent to his lot for installing or repairing water, gas or sewer lines serving said lot and for damages done to the street by any heavy equipment used in connection with said property.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns, to repair, erect maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Lakeview Heights Company, a partnership, or its duly authorized agent.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 20 years from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Lakeview Heights Company, a partnership, the owner of all of said real estate has executed these covenants this 24 day of April, 1972.

LAKEVIEW HEIGHTS COMPANY, a Partnership,

MAPLE LEAF REALTY COMPANY
a Corporation, Partner,

By [Signature]
President

MADLINE JACOBSON PROPERTIES, INC.,
a Nebraska corporation, Partner,

By [Signature]
President.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

BOOK 525 PAGE 185

On this 27th day of May, 1972 before me, a Notary Public in and for said County, personally came the above named Madeline Jacobson, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, and Bert P. Allen, President of Maple Leaf Realty Company, a Nebraska corporation; that said corporations are the partners of Lakeview Heights Company, a partnership. Said Madeline Jacobson and Bert P. Allen are personally known to me to be the identical persons whose names are affixed to the above instrument as presidents of said corporations, and they acknowledge the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said corporations, and the corporate seals of said corporations were thereto affixed by their authority.

WITNESS my hand and official seal the last date aforesaid.

[Signature]
Notary Public

My Commission expires: 1973
[Notary Seal]

27
2400
ENTERED IN GENERAL INDEX AND RECORDED IN THE OFFICE OF THE CLERK OF COURTS IN DOUGLAS COUNTY, NEBRASKA
1. BY *[Signature]* 2400

80-319+

AMENDMENT TO PROTECTIVE COVENANTS

LAKEVIEW HEIGHTS COMPANY,)
a Partnership,)
)
to)
)
WHICH IT MAY CONCERN)

WHEREAS, Lakeview Heights Company, a partnership, did on August 1, 1973 publish and declare the following real property, to-wit: Lots 58 through 188 inclusive, in Lakeview Heights 1st Addition, a Subdivision in Douglas County, Nebraska, to be subject to the covenants recorded in Book 525 at Pages 187-189 of Miscellaneous Records for Douglas County, Nebraska, and

WHEREAS, Lakeview Heights Company, a partnership, is on the date hereof the sole owner and in possession of all of the lots in Lakeview Heights 1st Addition including Lots 58 through 188 inclusive, and

WHEREAS, Lakeview Heights Company, a partnership, as the sole owner of the above described lots in Lakeview Heights 1st Addition, and set forth in the covenants recorded in Book 525 at Pages 187-189 of Miscellaneous Records intends to modify and amend said covenants.

NOW, THEREFORE, Lakeview Heights Company, a partnership, does hereby publish and declare that Lots 58 through 188 inclusive, Lakeview Heights 1st Addition, to be subject to the following amendment to the original covenants recorded in Book 525 at Pages 187-189 of Miscellaneous Records.

1. That Paragraph 3 of the original covenants filed in said Book 525 at Pages 187-189 which provides as follows:

A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1050 square feet. A one and one-half story dwelling house or two-story dwelling house shall have a ground floor area of not less than 1000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.

be, and hereby is, deleted from said covenants.

2. That all of the above described lots shall be subject to the following covenant, to-wit:

A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 950 square feet. A one and one-half story dwelling house or two-story dwelling house shall have a ground floor area of not less than 900 square feet. Dwelling houses constructed on a split entry

ranch plan or split level plan shall have not less than 1050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.

That said covenant shall supplant and be substituted for the deleted provision set forth in Paragraph 1 above (Paragraph 3 of the original covenants).

That in all other respects the original protective covenants, as recorded in Book 525 at Pages 187-189 of the Miscellaneous Records for Douglas County, Nebraska, shall remain in full force and effect without change.

Dated this 7 day of March, 1974.

LAKEVIEW HEIGHTS COMPANY,
a Partnership,

MAPLE LEAF REALTY COMPANY
a Corporation, Partner,

By Bert P. Allen
President

MADELINE JACOBSON PROPERTIES, INC.,
a Nebraska corporation, Partner,

By Madeline Jacobson
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

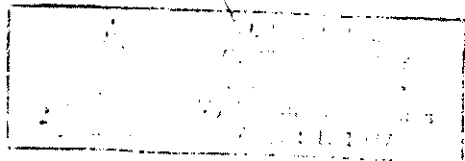
ON THIS 7 day of March, 1974, before me, a Notary Public in and for said County, personally came the above named Madeline Jacobson, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, and Bert P. Allen, President of Maple Leaf Realty Company, a Nebraska corporation; that said corporations are the partners of Lakeview Heights Company, a partnership. Said Madeline Jacobson and Bert P. Allen are personally known to me to be the identical persons whose names are affixed to the above instrument as presidents of said corporations, and they acknowledge the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said corporations, and the corporate seals of said corporations were thereto affixed by their authority.

WITNESS my hand and official seal on the late date aforesaid.

J. E. [Signature]
Notary Public

My commission expires:

August 1, 1977



13
12
March 7, 1974 2198 3875

80
313 etc

PROTECTIVE COVENANTS

LAKEVIEW HEIGHTS COMPANY,)
a Partnership,)
to)
WHOM IT MAY CONCERN:)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Lakeview Heights Company, a partnership, sole owner of lots numbered 58 to 188 both inclusive, in Lakeview Heights 1st Addition, a Subdivision located in part of the SE 1/4 of Section 3, Township 14 North, Range 11 East, Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of any of said lots, does hereby covenant and declare that said lots numbered 58 to 188, both inclusive, shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. That said lots shall be used for residential and institutional purposes only.
2. No building shall be erected on any of said residential lots unless the same conforms to the provisions of R5, 5th Residence District, as prescribed by the zoning ordinances of the City of Omaha, Douglas County, Nebraska.
3. A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1050 square feet. A one and one-half story dwelling house or two story dwelling house shall have a ground floor area of not less than 1000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently. No dwelling constructed outside Lakeview Heights 1st Addition shall be moved on to any of the lots covered by these covenants.
5. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or may become an annoyance or a nuisance.
6. All single family dwellings shall have at least a two-car garage.
7. Each owner, at the time of improving said lots, shall construct a public sidewalk built of Portland cement concrete, 4 inches thick and 4 feet in width and located 4 feet from the curblin. The sidewalk shall be along the front of each lot and in the case of a corner lot also along the side street.
8. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas or sewer lines serving said lot and for damages done to the street by any heavy equipment used in connection with said property.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns, to repair, erect maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Lakeview Heights Company, a partnership, or its duly authorized agent.

The foregoing covenants shall run with the land and each person taking title on any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 20 years from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Lakeview Heights Company, a partnership, the owner of all of said real estate has executed these covenants this 20 day of , 1972.

LAKEVIEW HEIGHTS COMPANY, a Partnership,

MAPLE LEAF REALTY COMPANY,
a Corporation, Partner,

By *[Signature]*
President

MADLINE JACOBSON PROPERTIES, INC.,
a Nebraska corporation, Partner,

By *[Signature]*
President.

