

... and ... of Suburban Homes, ... of the Northeast ... of the 6th P.M., ... of the said ... and ... that all said ... conditions and restrictions and covenants. These cove- ... until January 1, 1960, at the expiration of ... for successive periods of ... in whole or in part, by written agree- ... of the majority of said lots, executed and re- ... by law.

I.

All lots, except for Lot 22, Block 1, shall be used as residential lots.

II.

No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may or become an annoyance or nuisance.

III.

No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

IV.

The buildings erected on the following lots shall have not less than 1200 square feet of floor space, not including garages. These include Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 3, Lots 1 to 18 inclusive in Block 4, and Lots 1 to 8 inclusive, Block 5, and Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 1.

V.

The buildings erected on the remaining lots in this Addition (except Lot 22, Block 1) shall have not less than 900 square feet of floor space, not including garages.

VI.

Lot 22, Block 1, is permitted to have a municipal water storage reservoir, said reservoir to be enclosed in an appropriate structure of residential appearance with not over 12 foot side wall and a hipped roof.

VII.

All of the residences on all of said lots shall have not less than a 35 foot front yard and not less than a 5 foot side yard.

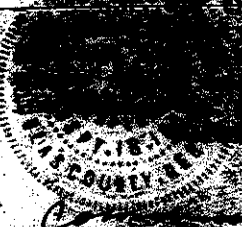
VIII.

An easement is reserved for power, gas, sewer and water companies across the rear five feet of each lot and along the side five feet of said lots, where necessary.

Dated at Elkhorn, Nebraska, this 11 day of April, 1957.

John C. Bull
Louise Bull

STATE OF NEBRASKA)
COUNTY OF ...) ss.



this 11 day of April, 1957, before me, a Notary Public in and personally came the above named John C. Bull and Louise Bull, who are personally known to me to be the identical persons named in the above instrument, and they acknowledged said instrument as their voluntary act and deed.

[Signature]
Notary Public

19.50

John C. Bull and Louise Bull, husband and wife, owners of Suburban Homes, located in Douglas County, Nebraska, being a part of the Northeast Addition of Section 12, Township 15 North, Range 10, East of the 6th P.M., Douglas County, Nebraska, do hereby state, declare and publish that all said lots shall be owned, conveyed and used under and subject to the following covenants, conditions and restrictions and easements. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at the expiration of which time they shall be automatically extended for successive periods of ten years, unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

I.

All lots, except for Lot 22, Block 1, shall be used as residential lots.

II.

No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may or become an annoyance or nuisance.

III.

No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

IV.

The buildings erected on the following lots shall have not less than 1200 square feet of floor space, not including garages. These include Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 3, Lots 1 to 18 inclusive in Block 4, and Lots 1 to 8 inclusive, Block 5, and Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 1.

V.

The buildings erected on the remaining lots in this Addition (except Lot 22, Block 1) shall have not less than 900 square feet of floor space, not including garages.

VI.

Lot 22, Block 1, is permitted to have a municipal water storage reservoir, said reservoir to be enclosed in an appropriate structure of residential appearance with not over 12 foot side walk and a hipped roof.

VII.

All of the residences on all of said lots shall have not less than a 35 foot front yard and not less than a 5 foot side yard.

VIII.

An easement is reserved for power, gas, sewer and water companies across the rear five feet of each lot and along the side five feet of said lots, where necessary.

Dated at Elkhorn, Nebraska, this 11 day of April, 1957.

John C. Bull
Louise Bull

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



day of April, 1957, before me, a Notary Public in and for the State of Nebraska, personally known the above named John C. Bull and Louise Bull, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, and they acknowledged said instrument to be their act and deed and that they executed the same for the purposes and intents therein expressed.

[Signature]
Notary Public

AMENDMENT TO PROTECTIVE COVENANTS

John C. Ball and Louise Ball, husband and wife, owners of Suburban Homes, an addition in Douglas County, Nebraska, described as Part of the Northeast Quarter of Section 22, Township 15 North, Range 10, East of the 6th P.M., Douglas County, Nebraska (except of all of said tract except the lots already sold, consent of the owner of said lots is affixed hereto) hereby amend the protective covenants dated April 11, 1957, recorded in Book 319 Page 677 of the Misc. Records of Douglas County Nebraska, as follows:

Paragraph III of said protective covenants shall be amended to read as follows: All of the residences on all of said lots (except those in Block 2) shall have not less than a 30 foot front yard and not less than a five foot side yard. Lots 1 to 8 inclusive, Block 2, shall have not less than a thirty foot front yard and not less than a five foot side yard.

II.

All other provisions of the protective covenants dated April 11, 1957 reported in Book 319 Page 677 are hereby re-affirmed.

Dated this 18 day of May, 1957 at Elkhorn, Nebraska.

John C. Ball
John C. Ball

Louise Ball
Louise Ball

Consent to Above Amendment:

Joe W. Ball & Leonard Fallon, a co-partnership, doing business as Ball & Fallon, Builders, owners of Lot 1, Block 2, Suburban Homes

By *Leonard Fallon*
By *Joe W. Ball*

Owners of Lot 8, Block 5, Suburban Homes

Elmer L. Peterson
Elmer L. Peterson

Betty J. Peterson
Betty J. Peterson

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 18 day of May, 1957, before me, a Notary Public in and for said County, personally came the above named John C. Ball and Louise Ball, husband and wife, Elmer L. Peterson and Betty J. Peterson, husband and wife, Joe W. Ball and Leonard Fallon, a co-partnership, doing business as Ball & Fallon, Builders, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.



W.E. Moore
Notary Public

Suburban Homes

Plat and Dedication
Filed 4-5-57, in Book 1014 at Page 240, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

NO
lease

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
 Protective Covenants
or

Filed 4-15-57, in Book 319 at Page 677, Instrument No. _____

Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the ~~front~~ rear and the ~~side boundary~~ lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

for power, gas, sewer and water Companies

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to P/C
Dated 5-18-57 Filed 5-22-57 Book 321 at Page 37, Instrument No. _____