

362 no 529

### PROTECTIVE COVENANTS AND EASEMENTS

HERBERT J. ARMBRUST, Trustee

To whom it may concern:

The undersigned, Herbert J. Armbrust, Trustee, being the owner of Lots 21, 22, 32, 33, 34 and 35 in Armbrust Oaks, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of the said lots are and shall be owned, conveyed, and held under and subject to the following covenants, restrictions and easements, to-wit:

1. All lots in said Armbrust Oaks Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. No building or appurtenance shall be erected on any lots in Armbrust Oaks within 75 feet of the street line bordering said premises, nor within 25 feet of side lot lines, except as follows: Within 50 feet of street line for Lot 32; within 50 feet of street line for Lot 34; and within 50 feet of street line for Lot 35.

3. a) Each dwelling shall have not less than 1800 square feet of liveable area for single floor plans, and not less than 2200 square feet total liveable area for split level and two-story plans.

b) A walkout basement shall be defined as one having, at least one complete side (not end) with exterior wall exposed. Garage end or side may be included in the exposed side. Walkout basement space may count toward total living area by this formula: Each square foot of walkout basement space exclusive of garage, laundry room, heating and air conditioning equipment space and storage room, may be counted as one-half a square foot. It is not necessary to count any walkout basement space toward total living area, but if counted, the walkout basement space must count toward a total in accordance with the two-level house requirements, or 2200 square feet.

c) Floor area of porches enclosed with screens or otherwise enclosed, and roofed in the same manner as the house proper, may be counted toward total requirements of any type house by the formula of each square foot being countable as one-half square foot.

d) Any walkout basement or porch area counted toward total living area must be intended as living area, with appropriate design and construction of windows, doors, walls, ceilings and floors.

4. Each dwelling shall have garage of at least a two-car capacity, and no car ports will be allowed.

5. A 5-foot easement across and along the rear and side

8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. Animals shall be limited to household pets.

10. Vacant lots will be tended in such a way that their appearance is not objectionable to the surroundings.

11. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

12. If construction of the main residential structure on any lot is not commenced within two and one-half years from the date on the face of the original deed from the undersigned, or if such construction is not fully completed within three years from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option right.

13. These restrictions shall run with the land and be binding upon all persons for a period of twenty-five years from the date hereof. At the expiration of such period 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, except that the initial period of twenty-five years plus all extensions shall not exceed ninety-nine years.

14. Each of the provisions hereof is several and separable, and invalidation of any such provision shall not affect any other of the provisions hereof.

15. No purchaser, owner, or occupant of any of the lots in this Addition shall make or authorize to be made any cuts in the pavement for the purpose of making connection with any facilities for utilities or for any other purpose.

16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote, and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Armbrust Oaks Addition.

17. Grading of lots in Armbrust Oaks Addition in preparation for construction of dwellings on said lots shall be kept to a minimum, and the natural contours of the land shall be preserved.

312-531

STATE OF NEBRASKA )  
County of Douglas )

On this 27 day of December, 1960, before me, a Notary Public in and for said County and State, personally appeared HERBERT J. ALMBRUST, TRUSTEE, personally known to me to be the identical person who executed the foregoing Protective Covenants and Easements, and he acknowledged his execution thereof to be his voluntary act and deed.

*Clara A. K. [Signature]*  
Notary Public

My Commission expires on the 12 day of August, 1962

17 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 985  
3 DAY Feb 1961 M 407  
M. THOMAS I. O'BRIEN, REGISTER OF DEEDS

IN WITNESS WHEREOF each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them in said additions.

The undersigned, who are owner of all of the lots in Armstrong Oaks, Armstrong Oaks, 1st Addition, Armstrong Oaks, 1st Addition, all subdivided in Douglas County, Nebraska, as finally platted, do hereby agree by an amendment of the Protective Covenants and Restrictions, dated December 30, 1940 and filed on February 1, 1941 in Book 147, Page 529 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, by revoking and cancelling paragraph 2 thereof, and by substituting the following, for said paragraph 2 of the original Protective Covenants, to-wit:

2. No building or appurtenance shall be erected on any lots in Armstrong Oaks within 75 feet of the street line bordering said premises, nor within 25 feet of the side lot lines, except the front set back shall be a minimum of 50 feet from street lines bordering said premises for the following lots: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 29, 30, 31, 32, 34, 35, 36 and 37.

IN WITNESS WHEREOF each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them in said additions.

		<u>Lots</u>
<u>Richard A. Scott</u> Richard A. Scott	<u>Paula M. Scott</u> Paula M. Scott	20
Husband and Wife		
<u>John A. Clow</u> John A. Clow	<u>Patricia T. Clow</u> Patricia T. Clow	21
Husband and Wife		
<u>Bruce Workman</u> Bruce Workman	<u>Joanne J. Workman</u> Joanne J. Workman	31
Husband and Wife		
<u>Helen M. Armbrust</u> Helen M. Armbrust	<u>O. Arthur Armbrust</u> O. Arthur Armbrust	32
Tenants in Common		
<u>Doris A. Wellman</u> Doris A. Wellman	<u>Donna A. Armbrust</u> Donna A. Armbrust	32
Tenants in Common		
<u>Earl H. Jorgensen</u> Earl H. Jorgensen	<u>Shirley Joan Jorgensen</u> Shirley Joan Jorgensen	34
Husband and Wife		
<u>Herbert J. Armbrust</u> Herbert J. Armbrust		33

... Notary Public, a Notary Public in and for said County and State, personally appeared ...  
... to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

*[Handwritten Signature]*  
Notary Public



My commission expires the 27 day of June, 1962.

STATE OF CALIFORNIA )  
                                  ) ss  
County of Los Angeles )

On this 27 day of April, 1962, before me, a Notary Public in and for said County and State, personally appeared Donna A. Ankrast, personally known to me to be the identical person who executed the foregoing instrument and she acknowledged her execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

*[Handwritten Signature]*  
Notary Public



My commission expires the 29 day of June, 1962.



THIS INSTRUMENT IS SUBJECT TO THE MORTGAGE DEED OF TRUST DATED AND RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY AND STATE OF NEBRASKA, THE TERMS OF WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS INSTRUMENT AS IF SET FORTH IN FULL HEREIN.

WITNESSED BY MY HAND AND SEAL OF OFFICE ON THE DATE FIRST ABOVE SAID.

*[Signature]*  
Notary Public

NOTARY PUBLIC  
COMMISSION EXPIRES

Expire the 22nd day of

APRIL 1925

*[Handwritten initials]*

RECEIVED

12 APR 18 PM 4 25

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

IF NEBRASKA }  
County.

in the office of the Register of Deeds of Douglas County and recorded to

of *[Handwritten name]*  
107

*[Handwritten signature]*

*[Handwritten signature]*  
512 - 11111

BOOK 804 PAGE 333

317  
333

PROTECTIVE COVENANTS AND EASEMENTS

Herbert J. Armbrust, Trustee,  
et al

TO

Whom it may concern

The undersigned, who are all of the owners of all of the lots in Armbrust Oaks 2nd Addition and Armbrust Oaks 3rd Addition, being additions in Douglas County, Nebraska as surveyed, platted and recorded, do hereby state, declare and publish that all of the said lots are and shall be owned, conveyed and held under and subject to the following covenants, restrictions and easements, to-wit:

1. All lots in said Armbrust Oaks Additions shall be known, described and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. No building or appurtenance shall be erected on any lots within 75 feet of the street line bordering said premises, nor within 25 feet of the side lot lines, except the front set back shall be a minimum of 50 feet from street lines bordering said premises for the following lots: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 29, 30, 31, 42, 34, 35, 36 and 37.

3. a) Each dwelling shall have not less than 1800 square feet of livable area for single floor plans and not less than 2200 square feet total livable area for split level and two-story plans.

b) A walkout basement shall be defined as one having at least one complete side (not end) with exterior wall exposed. Garage end or side may be included in the exposed side. Walkout basement space may count toward total living area by this formula; each square foot of walkout basement space, exclusive of garage, laundry room, heating and air conditioning equipment space and storage room, may be counted as one-half a square foot. It is not necessary to count any walkout basement space toward total living area, but if counted, the walkout basement space must count toward a total in accordance with the two-level house requirements of 2200 square feet.

c) Floor area of porches enclosed with screens or otherwise enclosed, and roofed in the same manner as the house proper, may be counted toward total requirements of any type house by the



4. Each dwelling shall have a garage of at least a two-car capacity, and no car ports will be allowed.
5. A 5-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities.
6. No fences shall be built in the front yard beyond the front line of any dwelling.
7. All exposed foundations shall be either brick or stone faced.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in these Additions shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. Animals shall be limited to household pets.
10. Vacant lots will be tended in such a way that their appearance is not objectionable to the surroundings.
11. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.
12. If construction of the main residential structure on any lot is not commenced within two and one-half years from the date on the face of the original deed from the undersigned, or if such construction is not fully completed within three years from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option right.
13. These restrictions shall run with the land and be binding upon all persons for a period of twenty-five years from the date hereof. At the expiration of such period 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, except that the initial period of twenty-five years plus all extensions shall not exceed ninety-nine years.
14. Each of the provisions hereof is several and separable and invalidation of any such provision shall not affect any other of the provisions hereof.
15. No purchaser, owner or occupant of any of the lots in these additions shall make or authorize to be made any cuts in the pavements for the purpose of making connection with any facilities

16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns and to their grantees, both immediate and remote, and their heirs, devisees, personal representatives, successors, assigns and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Armbrust Oaks 2nd and 3rd Additions.

17. Grading of lots in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible.

In witness whereof, each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them in said additions.

Bruce L. Workman  
Bruce L. Workman

Lot 31, Armbrust Oaks 2nd Addition

Joanne J. Workman  
Joanne J. Workman

Lot 31, Armbrust Oaks 2nd Addition

Richard T. Scott  
Richard T. Scott

Lot 20, Armbrust Oaks 2nd Addition

Paula M. Scott  
Paula M. Scott

Lot 20, Armbrust Oaks 2nd Addition

Myres M. Gray  
Myres M. Gray

Lot 29, Armbrust Oaks 2nd Addition

Madeline I. Gray  
Madeline I. Gray

Lot 29, Armbrust Oaks 2nd Addition

Willis B. Armbrust  
Willis B. Armbrust

Lot 3, Armbrust Oaks 3rd Addition

E. Dolores Armbrust  
E. Dolores Armbrust

Lot 3, Armbrust Oaks 3rd Addition

Herbert J. Armbrust, Trustee  
Herbert J. Armbrust, Trustee

owner of all lots in said Additions except those specified above as owned by other parties



SECOND AMENDMENT TO PROTECTIVE COVENANTS AND EASEMENTS  
OF  
ARMBRUST OAKS ADDITION, ARMBRUST OAKS 2ND ADDITION AND  
ARMBRUST OAKS 3RD ADDITION, ALL SUBDIVISIONS IN DOUGLAS  
COUNTY, NEBRASKA

TO WHOM IT MAY CONCERN:

The undersigned, who are owners of all of the lots in Armbrust Oaks Addition, Armbrust Oaks 2nd Addition and Armbrust Oaks 3rd Addition, all subdivisions in Douglas County, Nebraska, as finally platted, do hereby agree to an amendment of the following:

- 1) Protective Covenants and Easements filed on February 3, 1961 in Book 362, Page 529 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska,
- 2) Amendment to Protective Covenants and Easements filed on April 18, 1962 in Book 379, Page 207 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska,
- 3) Protective Covenants and Easements filed on March 15, 1963 in Book 394, Page 333 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska,

by revoking and cancelling "Paragraph 2" in each of the above and aforementioned Protective Covenants and Easements, and by substituting the following for said "Paragraph 2" in each of the above (3) instruments, to-wit:

(Substituted) "Paragraph 2": No building or appurtenance shall be erected on any lots in Armbrust Oaks Addition, Armbrust Oaks 2nd Addition and Armbrust Oaks 3rd Addition within 75 feet of the street line bordering said premises, nor within 25 feet of the side lot lines, except the front set back shall be a minimum of 50 feet from street lines bordering said premises for the following lots: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 29, 30, 31, 32, 34, 35, 36 and 37.

IN WITNESS WHEREOF each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them in said addition.

<u>Alan Simon</u> Alan Simon	<u>Anne G. Simon</u> Anne G. Simon Husband and Wife	<u>Lots</u> 4, Armbrust Oaks 2nd
<u>Marianne S. Armbrust</u> Marianne S. Armbrust	<u>Eleanor Knoll Swanson</u> Eleanor Knoll Swanson Tenants in Common	5, Armbrust Oaks 3rd
<u>Helen M. Armbrust</u> Helen M. Armbrust	<u>Doris A. Wellman</u> Doris A. Wellman	6, Armbrust Oaks 3rd

Charles Green Alma A. Green  
J. Charles Green Alma A. Green  
Husband and Wife

Beverley Anne Karrer  
Beverley Anne Karrer

C. Gary Linn Anne Linn  
C. Gary Linn Anne Linn  
Husband and Wife

Richard T. Scott Paula M. Scott  
Richard T. Scott Paula M. Scott  
Husband and Wife

John A. Clow Patricia T. Clow  
John A. Clow Patricia T. Clow  
Husband and Wife

William Siert Construction Co.  
William Siert Construction Co.  
A Nebraska Corporation

Charles H. Ward Jean S. Ward  
Charles H. Ward Jean S. Ward  
Husband and Wife

Bernard H. Eichler Janice Eichler  
Bernard H. Eichler Janice Eichler  
Husband and Wife

Myles M. Gray Marilyn Gray  
Myles M. Gray Marilyn Gray  
Husband and Wife

Sidney B. Werthheim Barbara A. Werthheim  
Sidney B. Werthheim Barbara A. Werthheim  
Husband and Wife

Bruce Workman Joanne Workman  
Bruce Workman Joanne Workman  
Husband and Wife

Jack M. Moores Ann M. Moores  
Jack M. Moores Ann M. Moores  
Husband and Wife

Raquel H. Newman  
Raquel H. Newman

Lots

10, Armbrust Oaks 3rd

11, Armbrust Oaks 3rd

15, Armbrust Oaks 3rd  
and Part of Lot  
14

20, Armbrust Oaks 2nd

21, Armbrust Oaks

22, Armbrust Oaks

23, Armbrust Oaks 2nd

25, Armbrust Oaks 3rd

26, Armbrust Oaks 2nd

29, Armbrust Oaks 2nd

30, Armbrust Oaks 2nd

31, Armbrust Oaks 2nd

32, Armbrust Oaks

33, Armbrust Oaks

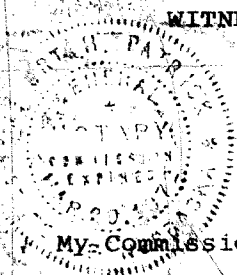


BOOK 437 PAGE 406

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 26 day of April, 1966, before me, a Notary Public in and for said County and State, personally appeared Evan E. Olson and Gertrude M. Olson, Husband and Wife, being personally known to me to be the identical persons who executed the foregoing instrument and they acknowledged their execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



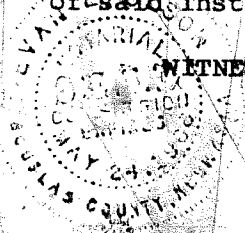
Robert M. Patrick  
Notary Public

My Commission expires the 29 day of March, 1971.

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 27 day of April, 1966, before me, a Notary Public in and for said County and State, personally appeared Donald W. Wynne and Delores R. Wynne, Husband and Wife, C. Gary Linn and Anne Linn, Husband and Wife, Beverley Anne Karrer, Helen Novak, John A. Clow and Patricia T. Clow, Husband and Wife, and Raquel H. Newman, being personally known to me to be the identical persons who executed the foregoing instrument and they severally acknowledged their execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Evan E. Olson  
Notary Public

My commission expires the 22 day of May, 1966.

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

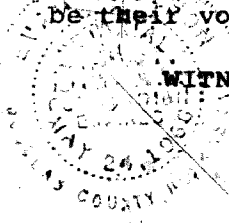
On this 27 day of April, 1966, before me, a Notary Public in and for said County and State, personally appeared William Siert, President of William Siert Construction Co., a Nebraska Corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

BOOK 437 PAGE 407

On this 3<sup>rd</sup> day of May, 1966, before me, a Notary Public in and for said County and State, personally appeared James Alexander Merriam and Gail A. Merriam, Husband and Wife, and Sidney B. Werthheim and Barbara A. Werthheim, Husband and Wife, being personally known to me to be the identical persons who executed the foregoing instrument and they severally acknowledged their execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



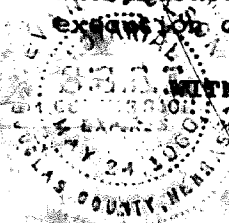
E. G. Olson  
Notary Public

My commission expires the 22 day of May, 1966

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of May, 1966, before me, a Notary Public in and for said County and State, personally appeared Eleanor Kroll Swanson, being personally known to me to be the identical person who executed the foregoing instrument and she acknowledged her execution of said instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



E. G. Olson  
Notary Public

My commission expires the 22 day of May, 1966

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 5<sup>th</sup> day of May, 1966, before me, a Notary Public in and for said County and State, personally appeared Alan Simon and Anne G. Simon, Husband and Wife, and Richard T. Scott and Paula M. Scott, Husband and Wife, being personally known to me to be the identical persons who executed the foregoing instrument and they severally acknowledged their execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



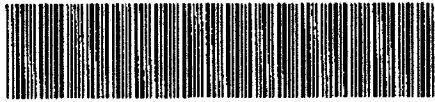
E. G. Olson







1331 200 MISC



03790 00 200-242

Nebr Doc  
Stamp Tax

Date

\$

By

RICHARD N. TAKEDIN  
REGISTER OF DEEDS  
BOULDER COUNTY, NE

00 MAR 20 AM 11:18

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

*B. J. [Signature]*  
FEE 2.25 FB \_\_\_\_\_  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN dc FV \_\_\_\_\_

B 275 57-01080  
 FEE 275 FB 57-01100  
57-01120  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

**THIRD AMENDMENT TO PROTECTIVE COVENANTS AND EASEMENTS OF  
 ARMBRUST OAKS ADDITION, ARMBRUST OAKS 2ND ADDITION AND ARMBRUST  
 OAKS 3RD ADDITION, ALL SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA**

TO WHOM IT MAY CONCERN:

The undersigned, who are owners of a majority of the lots in Armbrust Oaks Addition, Armbrust Oaks 2nd Addition and Armbrust Oaks 3rd Addition, all Subdivisions in Douglas County, Nebraska, as finally platted, do hereby agree to an amendment of the following:

- 1) Protective Covenants and Easements filed on February 3, 1961 in Book 362, Page 529 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, ✓
- 2) Amendment to Protective Covenants and Easements filed on April 18, 1962 in Book 379, Page 207 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, ✓
- 3) Protective Covenants and Easements filed on March 15, 1963 in Book 394, Page 333 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and ✓
- 4) Second Amendment to Protective Covenants and Easements filed on May 17, 1966 in Book 437, Page 403 of the Miscellaneous Records of the Register of Deeds of Douglas County Nebraska, ✓


by amending "Paragraph 2" in each of the above and aforementioned Protective Covenants and Easements to provide that the front set back for Lot 9 shall be a minimum of 52½ feet from the curb line bordering such lot, as said curb line now exists.

This Amendment is being made pursuant to Paragraph 13 in each of the aforementioned Protective Covenants and Easements which provides that a change in such Protective Covenants and Easements can be made by the written agreement among the then owners of the majority of said Lots. The signatures on this document constitute the written agreement of said owners pursuant to said Paragraph 13 of the Protective Covenants and Easements.

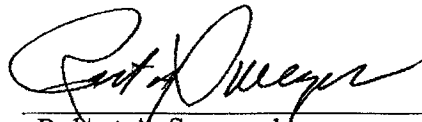
This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them.

Lots

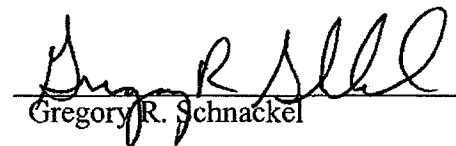
  
Ardelle E. Shannon

2, Armbrust Oaks 2nd  
9606 Frederick St.

  
Robert A. Swerczek

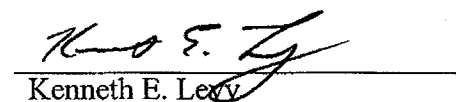
  
Kathleen Swerczek

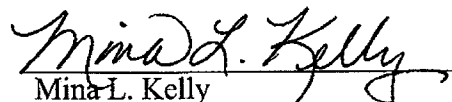
3 and Part of Lot 4,  
Armbrust Oaks 2nd  
3055 Armbrust Dr.

  
Gregory R. Schnackel

  
Laura R. Schnackel

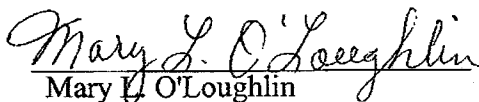
4, Armbrust Oaks 2nd  
3105 Armbrust Dr.

  
Kenneth E. Levy

  
Mina L. Kelly

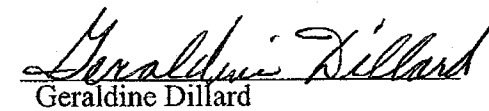
5, Armbrust Oaks 3rd  
3106 S. 96th St.

  
John L. O'Loughlin

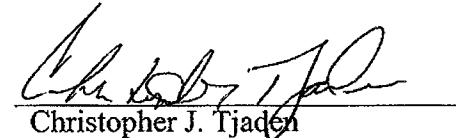
  
Mary L. O'Loughlin

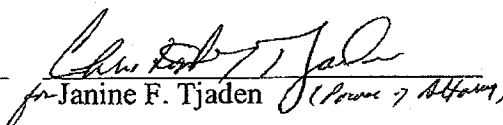
6, Armbrust Oaks 3rd  
3116 S. 96th St.

  
George H. Dillard

  
Geraldine Dillard

7, Armbrust Oaks 3rd  
3126 S. 96th St.

  
Christopher J. Tjaden

  
for Janine F. Tjaden (Power of Attorney)


8, Armbrust Oaks 3rd  
3306 S. 96th St.

William S. Singer

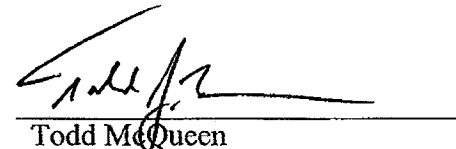
Lynette Singer


9, Armbrust Oaks 2nd  
3115 Armbrust Dr.

  
James J. McFadden

  
Kelly A. McFadden, f/k/a Kelly  
A. Hennigan

10, Armbrust Oaks 3rd  
3125 Armbrust Dr.

  
Todd McQueen

  
Barbara McQueen

13, Armbrust Oaks 3rd  
3405 Armbrust Dr.

IN WITNESS WHEREOF, each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them.

Lots

\_\_\_\_\_  
Ardelle E. Shannon

2, Armbrust Oaks 2nd  
9606 Frederick St.

\_\_\_\_\_  
Robert A. Swerczek

\_\_\_\_\_  
Kathleen Swerczek

3 and Part of Lot 4,  
Armbrust Oaks 2nd  
3055 Armbrust Dr.

\_\_\_\_\_  
Gregory R. Schnackel

\_\_\_\_\_  
Laura R. Schnackel

4, Armbrust Oaks 2nd  
3105 Armbrust Dr.

\_\_\_\_\_  
Kenneth E. Levy

\_\_\_\_\_  
Mina L. Kelly

5, Armbrust Oaks 3rd  
3106 S. 96th St.

\_\_\_\_\_  
John L. O'Loughlin

\_\_\_\_\_  
Mary L. O'Loughlin

6, Armbrust Oaks 3rd  
3116 S. 96th St.

\_\_\_\_\_  
George H. Dillard

\_\_\_\_\_  
Geraldine Dillard

7, Armbrust Oaks 3rd  
3126 S. 96th St.

\_\_\_\_\_  
Christopher J. Tjaden

\_\_\_\_\_  
Janine F. Tjaden

8, Armbrust Oaks 3rd  
3306 S. 96th St.

\_\_\_\_\_  
William S. Singer

\_\_\_\_\_  
Lynette Singer

9, Armbrust Oaks 2nd  
3115 Armbrust Dr.

\_\_\_\_\_  
James J. McFadden

\_\_\_\_\_  
Kelly A. McFadden, f/k/a Kelly  
A. Hennigan

10, Armbrust Oaks 3rd  
3125 Armbrust Dr.

\_\_\_\_\_  
Todd McQueen

\_\_\_\_\_  
Barbara McQueen

13, Armbrust Oaks 3rd  
3405 Armbrust Dr.

Nancy A. Golderman  
Nancy A. Golderman, Trustee of  
Nancy A. Golderman Revocable  
Trust dated May 15, 1996

14, Armbrust Oaks 3rd  
3416 Armbrust Dr.

Steven H. Hinrichs  
Steven H. Hinrichs

Deborah D. Hinrichs  
Deborah D. Hinrichs

16, Armbrust Oaks 3rd  
3306 Armbrust Dr.

Monte J. Sothmann - Trustee Sothmann Family  
Gayle Sothmann Trust

17, Armbrust Oaks 3rd  
3126 Armbrust Dr.

John N. McVey  
John N. McVey

Mary Jane McVey  
Mary Jane McVey

18, Armbrust Oaks 2nd  
3116 Armbrust Dr.

Irving Veitzer  
Irving Veitzer

Gail A. Veitzer  
Gail A. Veitzer

19, Armbrust Oaks 2nd  
9711 Spring St.

Thomas G. Lynch  
Thomas G. Lynch

Jane M. Lynch  
Jane M. Lynch

20, Armbrust Oaks 2nd  
9721 Spring St.

Parviz M. Pour  
Parviz M. Pour

Adi M. Pour  
Adi M. Pour

21, Armbrust Oaks  
9727 Spring St.

Kenneth P. Barjenbruch  
Kenneth P. Barjenbruch

Kay F. Barjenbruch  
Kay F. Barjenbruch

22, Armbrust Oaks  
9733 Spring St.

Joseph D. Verdirame  
Joseph D. Verdirame

Karen M. Verdirame  
Karen M. Verdirame

23, Armbrust Oaks 2nd  
9730 Hascall St.

Robert C. Schropp  
Robert C. Schropp

Louann Schropp  
Louann Schropp

25, Armbrust Oaks 3rd  
9721 Hascall St.

Theodore Zetzman  
Theodore Zetzman

Amee Zetzman  
Amee Zetzman

26, Armbrust Oaks 2nd  
9731 Hascall St.

Nancy A. Golderman, Trustee of  
Nancy A. Golderman Revocable  
Trust dated May 15, 1996

14, Armbrust Oaks 3rd  
3416 Armbrust Dr.

Steven H. Hinrichs

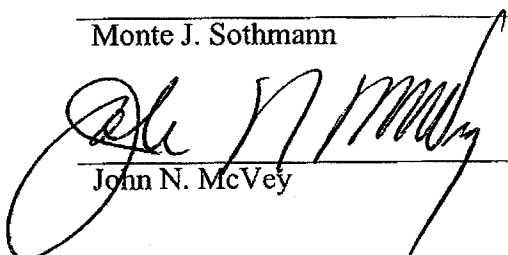
Deborah D. Hinrichs

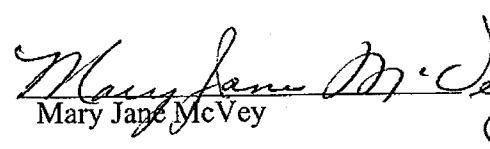
16, Armbrust Oaks 3rd  
3306 Armbrust Dr.

Monte J. Sothmann

Gayle Sothmann

17, Armbrust Oaks 3rd  
3126 Armbrust Dr.

  
John N. McVey

  
Mary Jane McVey

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3116 Armbrust Dr.

Irving Veitzer

Gail A. Veitzer

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9711 Spring St.

Thomas G. Lynch

Jane M. Lynch

20, Armbrust Oaks 2nd  
9721 Spring St.

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Adi M. Pour

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9727 Spring St.

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Kay F. Barjenbruch

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9733 Spring St.

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Karen M. Verdirame

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9730 Hascall St.

Robert C. Schropp

Louann Schropp

25, Armbrust Oaks 3rd  
9721 Hascall St.

Theodore Zetzman

Amee Zetzman

26, Armbrust Oaks 2nd  
9731 Hascall St.

\_\_\_\_\_  
Anne L. Linn, Trustee of Anne  
L. Linn Trust Agreement dated  
July 2, 1993

15 and Part of Lot 14,  
Armbrust Oaks 3rd  
3406 Armbrust Dr.

\_\_\_\_\_  
Steven H. Hinrichs

\_\_\_\_\_  
Deborah D. Hinrichs

16, Armbrust Oaks 3rd  
3306 Armbrust Dr.

\_\_\_\_\_  
Monte J. Sothmann

\_\_\_\_\_  
Gayle Sothmann

17, Armbrust Oaks 3rd  
3126 Armbrust Dr.

\_\_\_\_\_  
John N. McVey

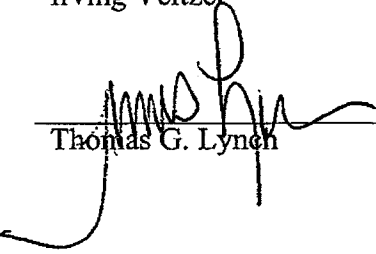
\_\_\_\_\_  
Mary Jane McVey

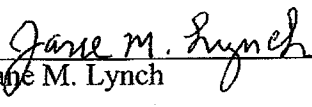
18, Armbrust Oaks 2nd  
3116 Armbrust Dr.

\_\_\_\_\_  
Irving Veitzer

\_\_\_\_\_  
Gail A. Veitzer

19, Armbrust Oaks 2nd  
9711 Spring St.

  
\_\_\_\_\_  
Thomas G. Lynch

  
\_\_\_\_\_  
Jane M. Lynch

20, Armbrust Oaks 2nd  
9721 Spring St.

\_\_\_\_\_  
Parviz M. Pour

\_\_\_\_\_  
Adi M. Pour

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9727 Spring St.

\_\_\_\_\_  
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\_\_\_\_\_  
Kay F. Barjenbruch

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9733 Spring St.

\_\_\_\_\_  
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\_\_\_\_\_  
Karen M. Verdirame

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9730 Hascall St.

\_\_\_\_\_  
Robert C. Schropp

\_\_\_\_\_  
Louann Schropp

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9721 Hascall St.

\_\_\_\_\_  
Theodore Zetzman

\_\_\_\_\_  
Amee Zetzman

26, Armbrust Oaks 2nd  
9731 Hascall St.



Nancy A. Golderman, Trustee of  
Nancy A. Golderman Revocable  
Trust dated May 15, 1996

14, Armbrust Oaks 3rd  
3416 Armbrust Dr.

Steven H. Hinrichs

Deborah D. Hinrichs

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3306 Armbrust Dr.

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Gayle Sothmann

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3126 Armbrust Dr.

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9721 Spring St.

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Adi M. Pour

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9733 Spring St.

  
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Karen M. Verdirame

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9730 Hascall St.

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Louann Schropp

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9721 Hascall St.

Theodore Zetzman

Amee Zetzman

26, Armbrust Oaks 2nd  
9731 Hascall St.

Nancy A. Golderman, Trustee of  
Nancy A. Golderman Revocable  
Trust dated May 15, 1996

14, Armbrust Oaks 3rd  
3416 Armbrust Dr.

Steven H. Hinrichs

Deborah D. Hinrichs

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3306 Armbrust Dr.

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Gayle Sothmann

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3126 Armbrust Dr.

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Jane M. Lynch

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9721 Spring St.

Parviz M. Pour

Adi M. Pour

21, Armbrust Oaks  
9727 Spring St.

Kenneth P. Barjenbruch

Kay F. Barjenbruch

22, Armbrust Oaks  
9733 Spring St.

Joseph D. Verdirame

Karen M. Verdirame

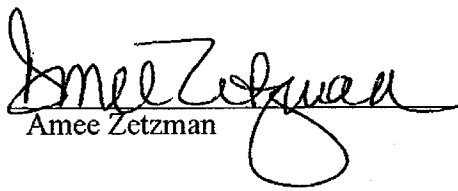
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9730 Hascall St.

Robert C. Schropp

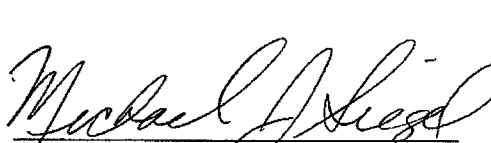
Louann Schropp

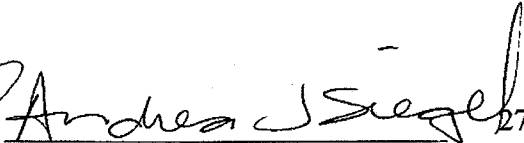
25, Armbrust Oaks 3rd  
9721 Hascall St.

  
Theodore Zetzman


  
Amee Zetzman

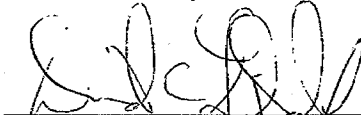
26, Armbrust Oaks 2nd  
9731 Hascall St.

  
Michael J. Siegel


  
Andrea J. Siegel

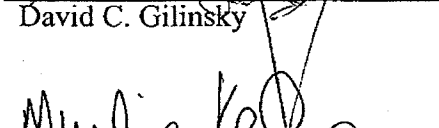
27, Armbrust Oaks 2nd  
3315 S. 98th Circle

  
Katherine A. Finnegan

  
David C. Gilinsky

28, Armbrust Oaks 2nd  
3326 S. 98th Circle

  
Keith L. Keller

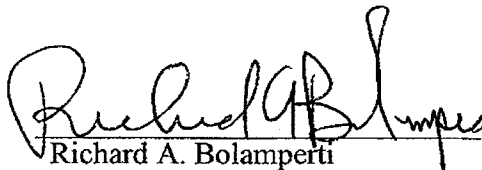
  
Murlie H. Keller


29, Armbrust Oaks 2nd  
3320 S. 98th Circle

Philip D. Hamlin

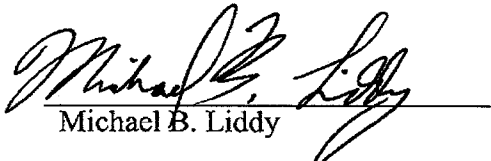
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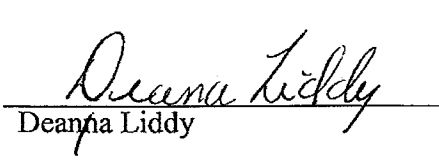
30, Armbrust Oaks 2nd  
(Lot 2 Armbrust Oaks  
2nd Rep 1)  
3310 S. 98th Circle

  
Richard A. Bolamperti

  
Jeannette Bolamperti

32, Armbrust Oaks  
9819 Spring St.


  
Michael B. Liddy


  
Deana Liddy

33, Armbrust Oaks  
9820 Spring St.

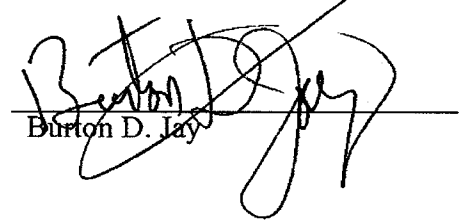
Barbara L. Lewis

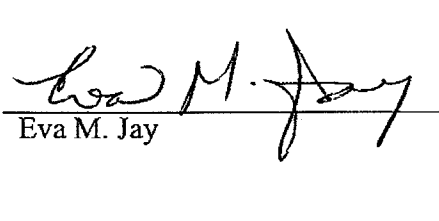
34, Armbrust Oaks  
9730 Spring St.

  
Glenn Summers

  
Elizabeth H. Summers

36, Armbrust Oaks 2nd  
9716 Spring St.

  
Burton D. Jay

  
Eva M. Jay

37, Armbrust Oaks 2nd  
3056 Armbrust Dr.

---

Michael J. Siegel

---

Andrea J. Siegel

27, Armbrust Oaks 2nd  
3315 S. 98th Circle

---

Katherine A. Finnegan

---

David C. Gilinsky

28, Armbrust Oaks 2nd  
3326 S. 96th Circle

---

Keith L. Keller

---

Murlie H. Keller

29, Armbrust Oaks 2nd  
3320 S. 98th Circle

---

  
Philip D. Hamlin

---

  
Rosetta A. Hamlin

30, Armbrust Oaks 2nd  
(Lot 2 Armbrust Oaks  
2nd Rep 1)  
3310 S. 98th Circle

---

Richard A. Bolamperti

---

Jeannette Bolamperti

32, Armbrust Oaks  
9819 Spring St.

---

Michael B. Liddy

---

Deanna Liddy

33, Armbrust Oaks  
9820 Spring St.

---

Barbara L. Lewis

34, Armbrust Oaks  
9730 Spring St.

---

Glenn Summers

---

Elizabeth H. Summers

36, Armbrust Oaks 2nd  
9716 Spring St.

---

Burton D. Jay

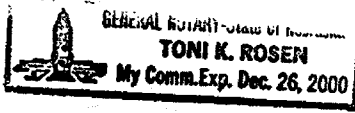
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Eva M. Jay

37, Armbrust Oaks 2nd  
3056 Armbrust Dr.

<u>Michael J. Siegel</u>	<u>Andrea J. Siegel</u>	27, Armbrust Oaks 2nd 3315 S. 98th Circle
<u>Katherine A. Finnegan</u>	<u>David C. Gilinsky</u>	28, Armbrust Oaks 2nd 3326 S. 96th Circle
<u>Keith L. Keller</u>	<u>Murlie H. Keller</u>	29, Armbrust Oaks 2nd 3320 S. 98th Circle
<u>Philip D. Hamlin</u>	<u>Rosetta A. Hamlin</u>	30, Armbrust Oaks 2nd (Lot 2 Armbrust Oaks 2nd Rep 1) 3310 S. 98th Circle
<u>Richard A. Bolamperti</u>	<u>Jeannette Bolamperti</u>	32, Armbrust Oaks 9819 Spring St.
<u>Michael B. Liddy</u>	<u>Deanna Liddy</u>	33, Armbrust Oaks 9820 Spring St.
<u>Barbara L. Lewis</u> Barbara L. Lewis		34, Armbrust Oaks 9730 Spring St.
<u>Glenn Summers</u>	<u>Elizabeth H. Summers</u>	36, Armbrust Oaks 2nd 9716 Spring St.
<u>Burton D. Jay</u>	<u>Eva M. Jay</u>	37, Armbrust Oaks 2nd 3056 Armbrust Dr.

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2000, by Ardelle E. Shannon, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Robert A. Swerczek, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



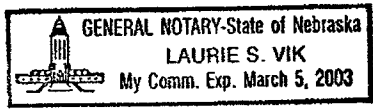
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Kathleen Swerczek, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Gregory R. Schnackel, known to me to be the person whose name is subscribed hereto.

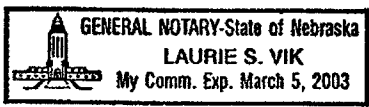


Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Laura R. Schnackel, known to me to be the person whose name is subscribed hereto.

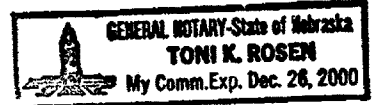


Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Kenneth E. Levy, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

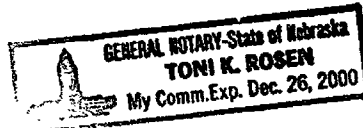
My Commission Expires: Dec 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Mina L. Kelly, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec 26, 2000



STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by John L. O'Loughlin, known to me to be the person whose name is subscribed hereto.

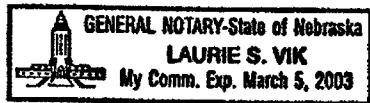


Laurie S. Vik  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by Mary L. O'Loughlin, known to me to be the person whose name is subscribed hereto.



Laurie S. Vik  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

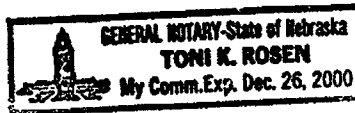


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by George H. Dillard, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Geraldine Dillard, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

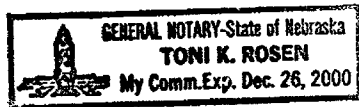


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Christopher J. Tjaden, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Christopher J. Tjaden, pursuant to a power of attorney, for Janine Tjaden, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

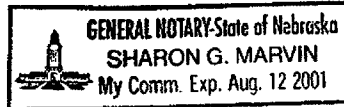
My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 12 day of March, 2000, by William S. Singer, known to me to be the person whose name is subscribed hereto.

Sharon G. Marvin  
Notary Public

My Commission Expires: August 12, 2001

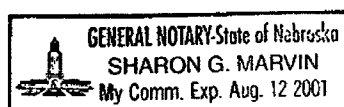


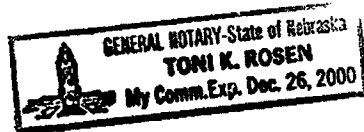
STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 12 day of March, 2000, by Lynette Singer, known to me to be the person whose name is subscribed hereto.

Sharon G. Marvin  
Notary Public

My Commission Expires: August 12, 2001



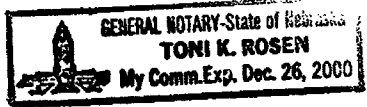


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by James J. McFadden, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec-26, 2000



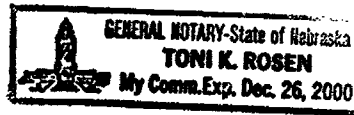
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Kelly A. McFadden, f/k/a Kelly A. Hennigan, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

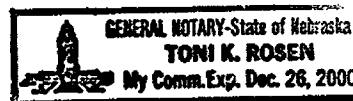


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Todd McQueen, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec-26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Barbara McQueen, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec-26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



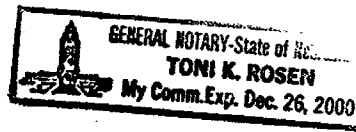
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2000, by Nancy A. Golderman, Trustee of the Nancy A. Golderman Revocable Trust dated May 15, 1996, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000



STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

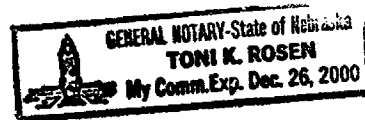


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Steven H. Hinrichs, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Deborah D. Hinrichs, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Monte J. Sothmann, Trustee of the Sothmann Family Trust, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec-26, 2000

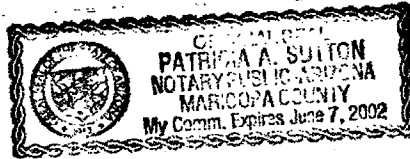


STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 6 day of March, 2000, by John N. McVey, known to me to be the person whose name is subscribed hereto.

Patricia A. Sulton  
Notary Public

My Commission Expires: 6-7-02

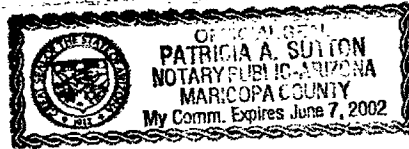


STATE OF ARIZONA )  
 ) ss.  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by Mary Jane McVey, known to me to be the person whose name is subscribed hereto.

Patricia A. Sulton  
Notary Public

My Commission Expires: 6-7-02



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

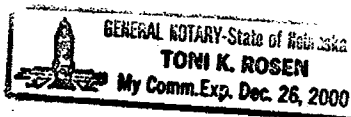


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Irving Veitzer, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: ~~7~~ Dec. 26, 2000



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

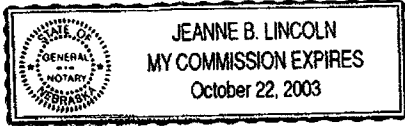
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Gail A. Veitzer, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by Thomas G. Lynch, known to me to be the person whose name is subscribed hereto.

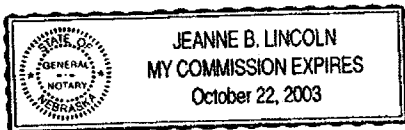


*Jeanne B. Lincoln*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/22/2003

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by Jane M. Lynch, known to me to be the person whose name is subscribed hereto.



*Jeanne B. Lincoln*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/22/2003

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

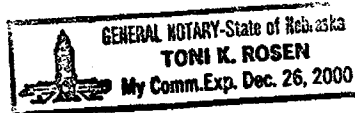


The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2000, by Parviz M. Pour, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Adi M. Pour, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Kenneth P. Barjenbruch, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Kay F. Barjenbruch, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec 26, 2000



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

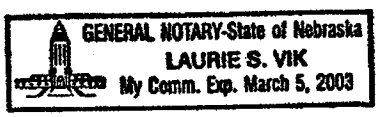
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Joseph D. Verdirame, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2000, by Karen M. Verdirame, known to me to be the person whose name is subscribed hereto.



Laurie S. Vik  
Notary Public

My Commission Expires: 3-5-03



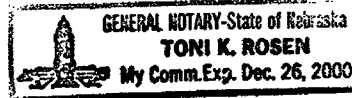


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Robert C. Schropp, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000



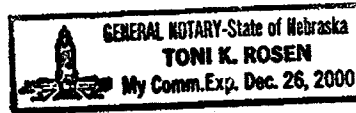
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Louann Schropp, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

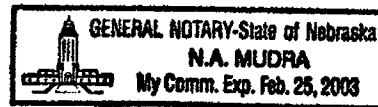


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Theodore Zetzman, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2000, by Amee Zetzman, known to me to be the person whose name is subscribed hereto.

N.A. Mudra  
Notary Public

My Commission Expires: 2/25/03

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

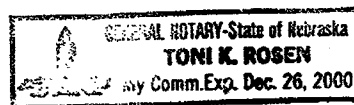


The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Michael J. Siegel, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

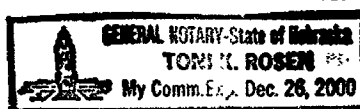
STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Andrea J. Siegel, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec 26, 2000



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Katherine A. Finnegan, known to me to be the person whose name is subscribed hereto.

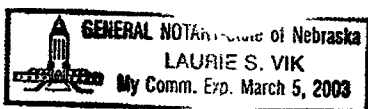
Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

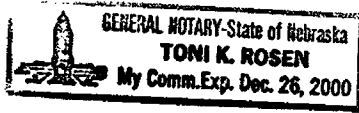
The foregoing instrument was acknowledged before me this 2<sup>th</sup> day of March, 2000, by David C. Gilinsky, known to me to be the person whose name is subscribed hereto.



Laurie S. Vik  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2000, by Keith L. Keller, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2000, by Murlie H. Keller, known to me to be the person whose name is subscribed hereto.



Laurie S. Vik  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



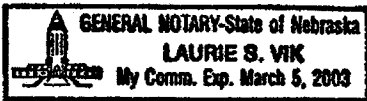
The foregoing instrument was acknowledged before me this 4 day of March, 2000, by Philip D. Hamlin, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2000, by Rosetta A. Hamlin, known to me to be the person whose name is subscribed hereto.



Laurie S. Wik  
Notary Public

My Commission Expires: 3-5-03

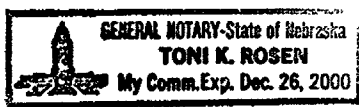


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Richard A. Bolamperti, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

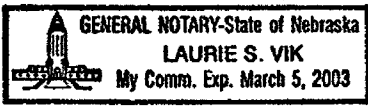
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Jeannette Bolamperti, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2000, by Michael B. Liddy, known to me to be the person whose name is subscribed hereto.

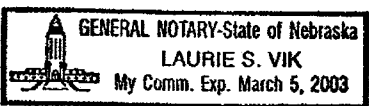


Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2000, by Deanna Liddy, known to me to be the person whose name is subscribed hereto.



Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03



STATE OF FLORIDA       )  
                                  ) ss.  
COUNTY OF   ee   )

The foregoing instrument was acknowledged before me this 10 day of March, 2000, by Barbara L. Lewis, known to me to be the person whose name is subscribed hereto.

Joan B. Stokes  
Notary Public

My Commission Expires: 6/9/01



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2000, by Glenn Summers, known to me to be the person whose name is subscribed hereto.

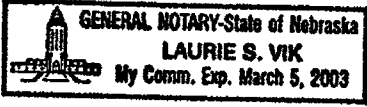


Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Elizabeth H. Summers, known to me to be the person whose name is subscribed hereto.



Laurie S. VIK  
Notary Public

My Commission Expires: 3-5-03



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Burton D. Jay, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2000, by Eva M. Jay, known to me to be the person whose name is subscribed hereto.

Toni K. Rosen  
Notary Public

My Commission Expires: Dec. 26, 2000

Project No. EGA 001058

Location ARMBRUST OAKS 2ND ADD.

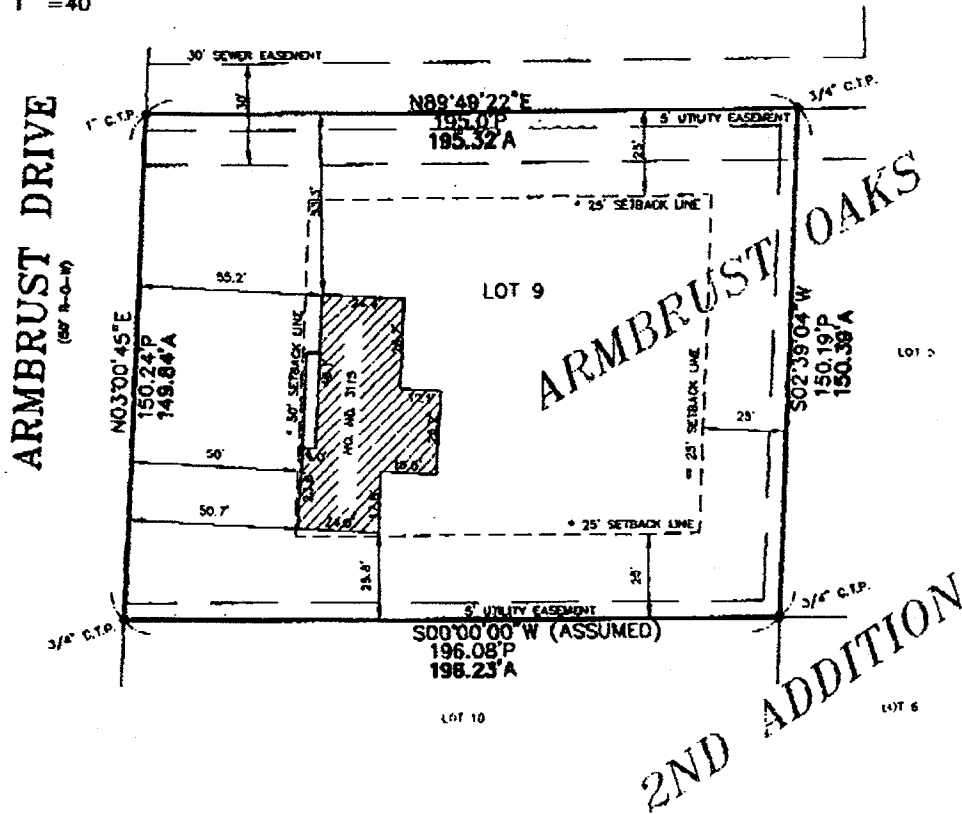
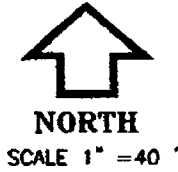
### LAND SURVEYOR'S CERTIFICATE

#### Surveyor's Certification:

I hereby certify that this plat, map, survey, or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

#### Legal Description:

LOT 9, ARMBRUST OAKS 2ND ADDITION, AN ADDITION TO THE CITY OF OMAHA AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.



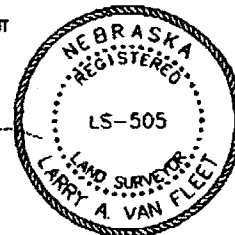
\*NOTE: PER PROTECTIVE COVENANTS AND EASEMENTS BOOK 394, PAGE 333.  
 \*\*NOTE: PER CITY OF OMAHA ZONING REGULATIONS.

#### Legend:

- |                         |                                |                        |
|-------------------------|--------------------------------|------------------------|
| P - PLAT DISTANCE       | C.T.P. - CRIMPED TOP PIPE      | ● - FOUND SURVEY POINT |
| A - ACTUAL DISTANCE     | O.T.P. - OPEN TOP PIPE         | △ - SET SURVEY POINT   |
| R - RECORDED DISTANCE   | S.D.H. - STAR DRILL HOLE       |                        |
| C - CALCULATED DISTANCE | "X" - CHISELED "X" IN CONCRETE |                        |

Date: 2/15/00

*L.A. Van Fleet*  
 Larry A. Van Fleet



**EHRHART  
 GRIFFIN &  
 ASSOCIATES**

Crew: RLK      Drafter: BLH  
 ENGINEERING      PLANNING      LAND SURVEYING  
 3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631

LAURENS E. ORCHARD and LUCILLE E. ORCHARD, husband and wife  
TO WHOM IT MAY CONCERN:

The undersigned, Laurens E. Orchard and Lucille E. Orchard, husband and wife, being the owners of Glen Oak Addition, a Subdivision as surveyed, platted, and recorded, Douglas County, Nebraska, which Subdivision is located in the West Half of the Northeast Quarter of Section 33, Township 15 North, Range 12, East of the 6th P. M., except 10 acres in the Northeast corner of said tract being 26 rods east and west and 1015.4 feet north and south measuring from the North line of said West Half of said Northeast Quarter, Douglas County, Nebraska; do hereby state, declare, and publish that all Lots contained in Glen Oak Addition are and shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions, and easements, namely:

1st: All lots in said Glen Oak Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2nd: No building or appurtenance shall be erected on any lots in Glen Oak Addition, within 75 feet of the street line bordering said premises, nor within 25 feet of side lot lines, except as may be specified for the following lots, to wit: Lots 8 and 9, Block 2; Lot 1, Block 3; and Lot 1, Block 6.

3rd: Each dwelling shall have not less than 1800 square feet of liveable area for single floor plans, and not less than 2200 square feet total liveable area for split level and two-story plans.

4th: Each dwelling shall have an attached garage of at least a two-car capacity, and no car ports will be allowed.

(Bancroft Street) from the following lots, to wit: Lot 1, Block 1; Lots 1 and 16, Block 2; and Lot 1, Block 3.

8th: Dwellings of flat roof design will not be allowed, and buildings of contemporary design will be allowed only on approval of the undersigned, their heirs or assigns.

9th: All exposed foundations shall be either brick or stone faced.

10th: No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11th: Animals shall be limited to household pets.

12th: No air conditioning water shall be wasted into the sanitary sewer system.

13th: No dwelling shall be erected on any lot in Glen Oak Addition for a period of ten years following the platting of such lots until the owner of said lots has obtained approval of the plan for constructing such dwellings from the signers of these covenants, their heirs or assigns.

14th: Vacant lots will be tended in such a way that their appearance is not objectionable to the surroundings.

15th: No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

16th: These restrictions shall run with the land and be binding upon all

17th: Each of the provisions hereof is several and separable, and invalidation of any such provision shall not affect any other of the provisions hereof.

18th: No purchaser, owner, or occupant of any of the lots in this addition shall make or authorize to be made any cuts in the pavement for the purpose of making connection with any facilities for utilities or for any other purpose.

19th: The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Glen Oak Addition.

20th: Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

Dated this 19 day of July, 1955.

*Laurens E. Orchard*  
*Lucille E. Orchard*

State of Nebraska )  
                          ) ss  
County of Douglas )

On this 19<sup>th</sup> day of July, 1955, before me, a Notary Public in and for said County, personally came the above named Laurens E. Orchard and Lucille E. Orchard, husband and wife, 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.