

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THE NEBRASKA COMPANY, Trustee

March 22, 1961

To

Book _____ Page _____

Whom It May Concern

The undersigned, The Nebraska Company, Trustee, a Nebraska corporation, being the owner of all of the lots in W.H.S. Replat, an addition to the City of Omaha, Douglas County, Nebraska, does hereby state, declare and publish that all of the lots in W.H.S. Replat are and shall be owned, conveyed and held under and subject to the following restrictions and easements, to-wit:

1. All lots shall be used solely as residential lots. No more than one residential structure and garage shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single site. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

2. No building shall be erected upon said lots within:

A. Fifty (50) feet from the front lot line, and

B. Twenty-five (25) feet from the side lot line.

No building shall be erected upon Lots 2 and 3 within Forty-five (45) feet of the East line of Longview Addition except only where such building because of its size would otherwise violate the restrictions contained in paragraphs A and B above, then such building may be erected within the aforesaid 45 feet but not less than 35 feet from the East line of Longview Addition.

3. No building shall be constructed of more than one single story or story and one-half in the case of a "step-up" plan residence. The main floor of all single story and story and one-half dwellings shall cover a ground area of not less than 1500 square feet, exclusive of garages and porches. Exposed foundation shall be covered above grade by the same material as is used for the exterior of the main floor of such dwelling, which material shall not be concrete or concrete block.

4. All dwellings shall have an attached two car garage which shall be of the same material and shall correspond in architecture with such dwelling.

5. An easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the use of a utility line.

7. The Nebraska Company, Trustee, covenants and agrees to pave Walnut Street within said Plat either with concrete or asphalt at such time as 84th Street adjoining said premises on the East is paved. The Nebraska Company, Trustee, further covenants and agrees that it will give consent and join in a petition to pave said 84th Street adjoining on the East.

8. The present grade of Lots 2 and 3 shall not be raised at any point, except only to the extent required to level the grade of said lots with fill presently available from the replatted premises.

9. The highest point of the roof of any building erected upon Lots 2 and 3 shall not be higher than that certain elevation established at a point located two (2) feet above the level of the bottom sill of the sliding glass doors located in the rear of the dwelling situated on Lot 3, Block 9, Longview Addition.

10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after the date hereof, unless they are changed, in whole or in part, by written agreement among the owners of the majority of said lots, Lot 3 and Lot 4, Block 9, Longview Addition, adjoining said premises on the West, executed and recorded in the manner provided by law. At the expiration of said period, they shall be automatically extended for successive period of 10 years.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement except as to the covenants contained in Paragraph 7 above.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. Each and every provision hereof shall also inure to the benefit of the owners of Lots 3 and 4, Block 9, Longview Addition, adjoining said premises on the West. The undersigned as owner of the above described real estate has plotted and divided it into Lots and, by such plat and this declaration the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these covenants, restrictions, limitations, conditions and covenants and any and all purchasers may enforce them.

THE NEBRASKA COMPANY Trustee

By *[Handwritten Signature]*
Trustee

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

Before me, a Notary Public qualified for said county, personally came Martin M. Staenberg, President, and Marlene W. Staenberg, Secretary of The Nebraska Company, a corporation, known to me to be the President and the Secretary respectively and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal this 11th day of April, 1961.

Jacqueline Tucker
Notary Public

My commission expires January 21, 1962.

1. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE RECORDS OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
13 April 11 1961 THOMAS J. DUNDON, REGISTER OF DEEDS 415

AMENDMENT OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

THE NEBRASKA COMPANY, Trustee)

February 25, 1963

To)

BOOK _____ PAGE _____

Whom It May Concern)

The undersigned, The Nebraska Company, Trustee, a Nebraska corporation, being the owner of Lots 1 to 4, inclusive, in M.H.S. Replat, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish Amendment of Protective Covenants, Conditions, Restrictions and Easements of M.H.S. Replat, dated March 22, 1961, as recorded in the office of the Register of Deeds of Douglas County, Nebraska, on April 13, 1961, as Noted in Misc. Book 364 at Page 693.

The following numbered paragraphs are hereby amended so as to provide:

2. All buildings erected upon said lots shall be in conformity with the set back provisions as prescribed in the 2nd Residential Zoning Classification of the City of Omaha, Nebraska.

4. All dwellings shall have an attached or basement two car garage which shall be of the same material and shall correspond in architecture with such dwelling.

9. Paragraph 9 is wholly deleted.

THE NEBRASKA COMPANY, Trustee

By Martin M. Staenberg
President

STATE OF NEBRASKA)

Attest: Marlene W. Staenberg
Secretary

COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Martin M. Staenberg, President, and Marlene W. Staenberg, Secretary of The Nebraska Company, a corporation, known to me to be the President and the Secretary respectively and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal this 26th day of February, 1963.

RECEIVED

APR 4 1913

REGISTER OF DEEDS
DEAS COUNTY, NEBR.

Mue

78
10/11/13
10/11/13

DEED RECORD No. 547

KNOW ALL MEN BY THESE PRESENTS, That Archibald J. Love and
Harriet T. Love, husband and wife, the Grantors hereunder, in consideration of Nine Hundred Dollars (\$900.00) in hand paid, do hereby grant, bargain, sell, convey and confirm unto John Joseph Healy and Theresia Lucille Healy, husband and wife, as Joint Tenants, and not as tenants in common; the following described real estate, situate in the County of Douglas, and State of Nebraska, to-wit:

Lot Four (4), Block Twelve (12), in Loveland, an addition in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to all regular taxes becoming due and all installments of special assessments becoming delinquent after the 12th day of August, 1922; subject also to the following restrictions and conditions, to-wit: The said premises shall be occupied for residential purposes exclusively from the date hereof until the first day of January A. D. 1933. No dwelling shall at any time prior to the above date be erected thereon other than one single detached dwelling, the cost of such dwelling shall not be less than Four Thousand Dollars (\$4000.00) exclusive of all outbuildings, and shall not be nearer to the street on which said lot faces than sixty (60) feet. No outbuildings, or fences to be erected or maintained on the premises until the main dwelling has been erected, unless by special written permission of the seller. All outbuildings shall at least be one hundred (100) feet back from the front line of the lot. All dirt from the cellar, basement or other excavations on said premises during said period shall be removed from said premises, and the general slope of said premises and terraces after the buildings have been erected shall remain substantially as it is at present unless this provision shall be modified by a written stipulation signed by the seller. The premises shall not be used for the raising or feeding of swine or for any purposes that would constitute a nuisance in a purely residence district. Before erecting a dwelling on said premises, plans for same must be submitted to the sellers or their duly appointed agents for their inspection and approval during the life of the restrictions mentioned herein. The said premises shall be restricted against ownership or occupancy by any other than a member of the Caucasian race. This purchase is made subject to an existing right and license of the Northwestern Bell Telephone Company and the Nebraska Power Company, severally or jointly, their successors and assigns to erect, operate and maintain a several or joint pole line and apparatus for telephone, telegraph, messenger, electric light and power purposes along the rear boundary line of said lot. Said license being subject to future modifications or termination on written notice signed by the owners of a majority of the street frontage of said block. The said provisions and restrictions are a part of the consideration of this deed, and shall be binding upon all the heirs, administrators, executors and assigns of the grantee, together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Grantors, of, in, or to the same, or any part thereof;

It being the intention of all Parties hereto, that in the event of the death of either of said Grantors, the entire fee Simple Title to the Real Estate described herein shall best in

DEED RECORD No. 547

against the lawful claims of all persons whatsoever, excluding, the exceptions named herein.

IN WITNESS WHEREOF we have hereunto set our hands this 18th day of September A. D. 1927.
In presence of Archibald J. Love
Martin W. Cavanagh, Jr. Harriet T. Love

State of Nebraska)
Douglas County) SS.

On this 18th day of September A. D. 1927, before me, the Notary Public in and for said County, personally came the above named Archibald J. Love and Harriet T. Love, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and severally acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



T. F. Horton
Notary Public.

State of Nebraska)
County of Douglas) SS.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 25th day of September A. D. 1927, at 10:40 o'clock A. M.
Harry Pearce,

Register of Deeds.

Compared by W&H.

9. Quit Claim Deed.) THIS INDENTURE, made this 1 day of December, in the year one
Bernice Clark & Hbd.) thousand nine hundred and 1926, between Bernice Clark and Lawrence Clark,
to) husband and wife, of the first part, and Della W. Cunningham of the second
Della W. Cunningham) part,

WITNESSETH, that the said party of the first part, in consideration of the sum of surrender of Contract and property Dollars to me duly paid, the receipt whereof is hereby acknowledged have realised, released and quit-claim, and by these presents do, for myself heirs, executors and administrators, remise, release and forever quit-claim and convey unto the said party of the second part, and to her heirs and assigns forever, all our right, title, interest, estate claim and demand, both at law and in equity, of, in and to all:

The North Forty (N 40) feet of South Eighty Three (S 83) feet Lots One and Two Block Fifteen (15), Myers Richards and Tildens Addition to Omaha Douglas County, Nebraska.

This deed given to release contract between said parties, dated September 23, 1925 and

DEED RECORD No. 530

355

5. Warranty Deed
 J. R. Hecker & wf.
 to
 F. B. Buckwalter

KNOW ALL MEN BY THESE PRESENTS: That J. R. Hecker and Agnes S. Hecker husband & wife of Sioux City, Iowa hereinafter called Grantors, in consideration of the sum of Nine Hundred Seventy five Dollars in hand paid by F. B. Buckwalter of Sioux City, Iowa hereinafter called

Grantee, do hereby Sell and Convey unto the said Grantee the following described premises situated in the County of Douglas and State of Nebraska to-wit:

Lots number one hundred seventy-four (174) One Hundred seventy-five (175) and Two Hundred Twenty-two (222) Westmoreland Addition, an Addition to the city of Omaha, Nebraska.

And the said Grantors hereby covenant with the said Grantee that said Grantors hold said premises by good and perfect title; that said Grantors have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And said Grantors covenant to Warrant and Defend the title to the said premises against the lawful claims of all persons whomsoever.

And the said Grantors hereby relinquish all contingent right, including all right of dower, homestead or distributive share in and to the above described premises.

Signed May 18th 1926.

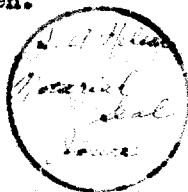
In Presence of
 S. A. Nelson

J. R. Hecker
 Agnes S. Hecker

State of Iowa)
 County of Woodbury) ss.

On May 18th 1926, before me, a Notary Public in and for said County and State, personally appeared J. R. Hecker and Agnes S. Hecker, husband & wife to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto as grantors and said grantors acknowledged that they executed the same as their voluntary act and deed.

Witness my official signature and seal of office, at Sioux City, Iowa, the day and year last above written.



S. A. Nelson
 Notary Public in and for said County and State.

State of Nebraska)
 County of Douglas)

Entered on Numerical Index and filed for Record in the Register of Deeds Office, of said County, the 24th day of May A. D. 1926, at 9:40 o'clock A. M.
 Harry Pearce

Register of Deeds

Compared by W.L.

DEED RECORD No. 530

Following restrictions and conditions, to-wit: The said premises shall be occupied for residence purposes exclusively from the date hereof until the first day of January A. D. 1933. No dwelling shall at any time prior to the above date be erected thereon other than one single detached dwelling, the cost of such dwelling shall not be less than Four thousand Dollars (\$4000.00) exclusive of all outbuildings, and shall not be nearer to 84th Street than sixty (60) feet nor within twenty-five (25) feet of Shirley Street. All dirt from the cellar, basement or other excavations on said premises during said period shall be removed from said premises, and the general slope of said premises and terraces after the buildings have been erected shall remain substantially as it is at present unless this provision shall be modified by a written stipulation signed by the seller. Said dwelling must face on 84th Street but may have an addition frontage on Shirley Street. The premises shall not be used for the raising or feeding of swine or for any purpose that would constitute a nuisance in a purely residence district. Before erecting a dwelling on said premises, plans for same must be submitted to the sellers or their duly appointed agents for their inspection and approval during the life of the restrictions mentioned herein. The said premises shall be restricted against ownership or occupancy by any other than a member of the Caucasian race. This purchase is made subject to an existing right and license of the Northwestern Bell Telephone Company and the Nebraska Power Company, severally or jointly, their successors and assigns to erect, operate and maintain a several or joint pole line and apparatus for telephone, telegraph, messenger, electric light and power purpose; along the rear boundary line of said lot. Said license being subject to future modifications or termination on written notice signed by the owners of a majority of the street frontage of property in said block. The said restrictions and provisions are a part of the consideration of this deed, and shall be binding upon all the heirs, administrators, executors and assigns of the grantees, together with all the tenements, hereditaments, and appurtenances to the same belonging and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Grantors of, in, or to the same, or any part thereof;

It being the intention of all parties hereto, That in the Event of the Death of either of said Grantees, The entire fee simple title to The Real estate described herein shall vest in the surviving grantee.

To Have and to Hold the above described premises, with the appurtenances, unto the said grantees as joint tenants, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and we the grantors named herein for ourselves and our heirs, executors and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that we are lawfully seized of said premises that they are free from incumbrance except as stated herein, and that we the said grantors have good right and lawful authority to sell the same, and that we will and our heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and

Witness my hand and Notarial Seal the date last aforesaid.



Catherine A. Huba
Notary Public.

My commission expires on the 6th day of September 1928.

State of Nebraska }
County of Douglas }

Entered on Numerical Index and filed for Record in
the Register of Deeds Office, of said County, the
24th day of May A.D. 1926, at 10:20 o'clock A. M.
Harry Pearce

Register of Deeds

Compared by W.L.

13. Quit Claim)
Lewis J. Ihm & wf.)
to)
Theodore W. Metcalfe)

KNOW ALL MEN BY THESE PRESENTS: That Lewis J. Ihm and Mary E. Ihm,
his wife of the County of Douglas and State of Nebraska, for the con-
sideration of One Dollar and other valuable consideration hereby
Quit Claim to Theodore W. Metcalfe of the County of Douglas and

State of Nebraska, the following described Real Estate, situated in Omaha in the County of
Douglas and State of Nebraska to-wit:

Lots One (1) and Two (2) in Block Twenty-nine (29), Country Club Addition to the
City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

In Witness Whereof, We have set our hands this 15th day of February 1926.

In presence of
Albert L. Ramacciotti

Lewis J. Ihm
Mary E. Ihm

The State of Nebraska }
Douglas County) ss.

Be It Remembered, That on the 15 day of February 1926, before
the undersigned Albert L. Ramacciotti a Notary Public in and

for said County, personally came Lewis J. Ihm and Mary E. Ihm his wife to me known to be the
identical persons described in aid who executed the foregoing deed as grantors, and acknowledged
said instrument to be their voluntary act act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Albert L. Ramacciotti

State of Nebraska }
County of Douglas }

Entered on Numerical Index and filed for Record in
the Register of Deeds Office, of said County, the

ORDINANCE NO. 19407

AN ORDINANCE vacating Shirley Street from the West Line of 84th Street to a point 297 feet West of said West Line of 84th Street, in the City of Omaha.

WHEREAS, petition representing owners of more than 75 per cent of the property abutting on Shirley Street from the West line of 84 Street to a point 297 feet West of said West line of 84 Street, has heretofore been filed with the City of Omaha; and

WHEREAS, said property owners have in and by said petition waived any and all damages that may be occasioned by the vacating of said property above described;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That Shirley Street from the West line of 84 Street to a point 297 feet West of said West line of 84th Street in the City of Omaha be, and is hereby, vacated; the vacating of the property herein described, and the reversion thereof, shall be subject to the condition and limitation that there is reserved to the City of Omaha the right to maintain, operate, repair, and renew sewers now existing therein and in the future to construct, maintain, repair and renewal additional or other sewers; and also the right to authorize the Metropolitan Utilities of the City of Omaha or any other public utility to construct, maintain, repair and renew and operate now existing or hereafter installed water mains, polelines, conduits and other similar services on equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connections or branch lines as may be ordered, desired or permitted by the City; and to enter upon the premises to accomplish the above purpose at any and all times.

Section 2. That this ordinance shall take effect and be in force after fifteen days from and after its passage.

INTRODUCED BY COUNCILMAN:

Warren R. Swigart

APPROVED BY:

John Rosenblatt
MAYOR OF THE CITY OF OMAHA

Sept. 30, 1957
DATE

PASSED:

September 24, 1957

APPROVED AS TO FORM:

Herbert M. Pittle
ACTING CITY ATTORNEY

ATTEST:

M. J. Dineen, Jr.,
CITY CLERK

I hereby certify that this is a true and correct copy of the ordinance and same is now on file in the City Clerk's office.