

AGREEMENT AND RESTRICTIONS FOR "MERRIMAN'S AND WILSON'S ADDITION" AND "MERRIMAN'S AND WILSON'S ADDITION EXTENSION"

AGREEMENT FOR PROTECTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS FOR ALL OF MERRIMAN'S AND WILSON'S ADDITION AND MERRIMAN'S AND WILSON'S ADDITION EXTENSION, OMAHA, DOUGLAS COUNTY, NEBRASKA.

WHEREAS, Carl C. Wilson, Inc., a Nebraska Corporation, a corporation doing business in the State of Nebraska, are the owners of all lots as described above; and

WHEREAS, it is the desire of the aforesaid owners of said "MERRIMAN'S AND WILSON'S ADDITION" and "MERRIMAN'S AND WILSON'S ADDITION EXTENSION" to improve said addition with construction of modern and desirable dwelling houses.

NOW THEREFORE, in consideration thereof, and of the mutual benefits to be derived by the owners of said additions and lots and any purchaser or purchasers their successors, administrators, executors, and assigns, the owners, each in his and her own right, stipulate and agree that any and all lots in said addition sold, transferred and conveyed, shall be and are subject to the following protective covenants, restrictions and conditions, all of which shall run with the land, as follows:

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one half stories in height and a private garage for not more than two cars.

C-2. No building shall be erected, altered, placed on any lot until the construction plans and specifications and a plan showing the locations of the structure have been approved by the City Engineer and Building Inspector and under supervision of same.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$7500.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 670 square feet for each dwelling.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer to the front lot line than any other building in the block in which their lot is located. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 3 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, steps, stoops, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. NUISANCES. 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.

C-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the owners of

2-3. [Illegible text]

IN WITNESS WHEREOF, the said Carl C. Wilson, Inc. has caused this document to be signed by its president and its corporate seal to be hereunto affixed this 15th day of December, 1958.

Attest:

Robert J. [Illegible]
Secretary

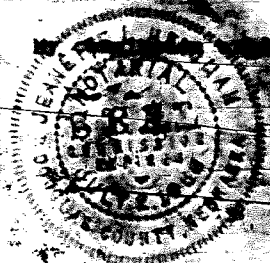


STATE OF MISSOURI) On this 15th day of December, 1958, before me the undersigned,
COUNTY OF BOONVILLE) a Notary Public in and for said County, personally came

Carl C. Wilson, President of Carl C. Wilson, Inc., to me personally known to be the President and the identical person whose name is affixed to the above document, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Carl C. Wilson, Inc., and that the Corporate Seal of the said Carl C. Wilson, Inc. was thereto affixed by its authority.

Witness my hand and Notarial Seal at [Illegible] in said county this day and year last above written.

My commission expires the 2nd day of July, 1958 *Jeanette L. Newman*
Notary Public



MODIFICATION TO AGREEMENT FOR PROTECTIVE COVENANTS,
RESTRICTIONS AND CONDITIONS

THIS AGREEMENT, made and executed this 14th. day of September, 1977, by and between the undersigned owners of real property within Mossman's and Wilson's Addition and Mossman's and Wilson's Addition Extension, additions to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska,

WITNESSETH THAT:

WHEREAS, certain protective covenants, restrictions and conditions were heretofore placed of record by that certain agreement dated December 15, 1952, and filed December 18, 1952, in Book 274, Page 711, of the miscellaneous records in the office of the Register of Deeds, Douglas County, Nebraska; and

WHEREAS, said agreement provides, at section D-1, for the modification of said protective covenants, restrictions and conditions from and after the 25th anniversary of the filing of the same; and

WHEREAS, the undersigned property owners, being of sufficient number to modify said protective covenants, restrictions and conditions in accordance with the terms of said agreement, have determined that it is in their mutual interest that certain modifications be made in said agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be gained hereby, receipt of which benefits are hereby acknowledged, the undersigned owners of

property within Mossman's and Wilson's Addition

additions to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska:

- 1. Existing section C-4 shall be deleted in its entirety and shall, subsequent to December 18, 1977, be of no further force and effect.
- 2. The following language shall, from and after December 18, 1977, replace existing section C-4:

C-4 Building Location. All buildings shall be situated so as to conform to the setback and area limitations contained in the Zoning Regulations of the City of Omaha, Nebraska, as from time to time promulgated provided that nothing contained herein shall prohibit encroachment within said setback areas if permitted by the Zoning Board of Appeals of the City of Omaha or any successor thereof possessing the power to grant waivers from such zoning limitations.

3. All remaining provisions of the aforesaid Agreement for Protective Covenants and Restrictions and Conditions are hereby ratified and approved for automatic extension as provided by section D-1 of said agreement.

IN WITNESS WHEREOF, the undersigned, being record owners at the date hereof of the lots set opposite their names, have hereto set their hands the day and year first above written .

Mossman's & Wilson's Addition
Name Lot No.

Mossman's & Wilson's Addition Extension
Name Lot No.

Laurel Lea #37

David Lawrence

Carl Smith #116

2213 No. 38 AVE 43

Effie Buckner 50

David Lawrence 2228 No. 38 AVE 198

Paul Young

David Lawrence 2249 No. 38 AVE 52

Bob Clark 23

David Lawrence 2269 No. 38 AVE 57

Geo H Redding 128

David Lawrence 3909 BURDETTE 31

James Johnson 99

David Lawrence 2201 No. 39 ST. 105

should be Marked

Mossman's & Wilson's Addition and Mossman's & Wilson's Addition Extension

Name Lot No. Name Lot No.
GREATER OMAHA COMMUNITY DEVELOPMENT & HOUSING CORP.

Shirley Moore, Exec. Dir. 91
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 47
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 85
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 106
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 90
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 114
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 95
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 79
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 115
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 92
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 65
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 57
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 80
Greater Omaha Community Development & Housing Corp.

Shirley Moore, Exec. Dir. 100
Greater Omaha Community Development & Housing Corp.

~~*Shirley Moore, Exec. Dir.* 99~~

Sharon Marie Andrews 96

~~*Lucia M. Brown* 18~~

Lucia M. Brown 18

Mossman's & Wilson's Addition and		Mossman's & Wilson's Addition Extension	
Name	Lot No.	Name	Lot No.
Kenneth M. Harris	56		
Kenneth M. Harris			
Kenneth M. Harris	75		
Kenneth M. Harris			
Ward Reynolds	26		
Bobbie Williams			
Bobbie Williams	112		
Bobbie Williams			
Bobbie Williams			
Bobbie Williams	81		
Donald L. Gray			
Donald L. Gray	82		
Donald Wheeler			
Donald Wheeler	24		
Employee Credit Union			
Employee Credit Union	27		
Maudine Olsen			
Maudine Olsen	12		
Ralph H. Barkdoll			
Ralph H. Barkdoll	15		
Jean W. Sorgenfrei			
Jean W. Sorgenfrei	16		
Frank Kadlec	121		
Arlene Rivera	119		
Arlene Rivera	118		
Henrietta J. McKandless	68		
Steven B. Anderson			
Steven B. Anderson	62		
Rodney J. Hamel	19		

ion
No.

STATE OF NEBRASKA)
) ss. BOOK 591 PAGE 5
COUNTY OF DOUGLAS)

Before me, a Notary Public, qualified for said county, personally came all the above and foregoing record owners of real property within Mossman's and Wilson's Addition and Mossman's and Wilson's Addition Extension and acknowledged the execution hereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on the 15th day of December, 1977.

Vicki L. Lange
Notary Public

