

## PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

## TO WHOM IT MAY CONCERN:

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

1. Lots One (1) to Nineteen (19), inclusive, Block One (1); Lots One (1) to Twenty (20), inclusive, Block Two (2); Lots Eight (8) to Eleven (11), inclusive, Block Three (3); and Lots Nine (9) to Eleven (11) inclusive, Block Four; Meadow Lane; an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided however this restriction shall not prevent use of a greater area than one lot as a single building site.
2. No building shall be erected on said premises within 20 feet of the street lines bordering said premises, nor within 20 feet of the side lot lines.
3. The main floor of all single story dwellings shall cover a ground area of not less than 1400 square feet, exclusive of garages and porches and the main floor area of all dwellings of two stories shall cover a ground area of not less than 1000 square feet, exclusive of garages and porches. The main floor of all single story dwellings with basement garages shall cover a ground area of not less than 1600 square feet, exclusive of porches. All dwellings shall have garages to accommodate two cars and attached garages shall be of the same material and architecture as the dwelling.
4. No building shall be erected on said lots other than a single detached dwelling on each such lot with necessary outbuildings and no lot shall be improved, used or occupied for other than private one-family residence purposes; there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.
5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the undersigned trustees. All dwellings constructed shall not exceed two stories in height and exterior walls, including basement walls which are exposed, shall be of wood, stone, brick or brick veneer construction, or some combination thereof. Except by expressed permission by Trustee.
6. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots 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.
7. All dirt from the cellars, basements and other excavations from each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned in the development of said lots. This restriction may be waived at the option of the undersigned.
8. All fuel tanks on said lots shall be buried. No hedge, wall, steps or other construction, except driveway or sidewalk, shall be placed or maintained forward of the front lot line. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.
9. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to public view or become a nuisance.
10. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.



AMENDMENT  
OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of April, 1956,

BY AND BETWEEN: John L. Hilby and Glenn M. Timmons, Trustees,  
hereinafter referred to as

"First Parties"

AND:

All of the persons other than First Parties who own  
lots in the area hereinafter designated Meadow Lane,  
an Addition in Douglas County, Nebraska, hereinafter  
referred to as

"Second Parties"

WITNESSETH:

WHEREAS, First Parties executed and acknowledged an instrument entitled  
"Protective Covenants, Conditions, Restrictions and Easements", dated September 1,  
1955, and recorded September 1, 1955, in Book 301, Page 509, of the Miscellaneous  
records in the office of the Register of Deeds, Douglas County, Nebraska, imposing  
restrictions on real estate, which First Parties owned exclusively at said time,  
as follows, to-wit:

- Lots One (1) to Nineteen (19), inclusive, Block One (1);
  - Lots One (1) to Twenty (20), inclusive, Block Two (2);
  - Lots Eight (8) to Eleven (11), inclusive, Block Three (3); and
  - Lots Nine (9) to Eleven (11) inclusive, Block Four (4);
- all in Meadow Lane, an Addition in Douglas County, Nebraska, and,

WHEREAS, First Parties and all of the other owners of lots included in the  
foregoing description at the present time, herein designated Second Parties,  
desire to cancel and set aside Paragraph 12 of said "Protective Covenants,  
Conditions, Restrictions and Easements" without affecting the validity of the  
balance of said "Protective Covenants, Conditions, Restrictions and Easements".

NOW THEREFORE, in consideration of the mutual terms and conditions herein  
expressed,

IT IS MUTUALLY UNDERSTOOD AND AGREED:

Paragraph 12 of said instrument entitled "Protective Covenants, Conditions,

in Meadow Lane, an Addition in Douglas County, Nebraska, shall be and hereby is vacated, set aside, cancelled, annulled and terminated.

2. All of the balance of the provisions of said "Protective Covenants, Conditions, Restrictions and Easements" are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year written above.

FIRST PARTIES:

Lot and Block Description

*John L. Bilby*  
 John L. Bilby, Trustee

All Lots in Meadow Lane  
 an Addition in Douglas  
 County, Nebraska, not  
 heretofore conveyed

*Glenn M. Timmons*  
 Glenn M. Timmons, Trustee

SECOND PARTIES:

Name

Lot and Block Description

*Ellen Louise ...*  
*Robert E. Sheas*  
*Saura May Shea*  
*William R. Tobias*  
*Hilt H. Tobias*  
*Martha A. Herrick*  
*John W. Herrick*  
*Edna ...*

*Lot 15 Block 1*  
*Lot 18 Block 1*  
*Lot 4 Block 1*  
*Lot 13 Block 2*  
*Lot 5 Block 1*  
*Lot 5 Block 1*

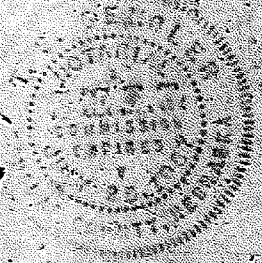


STATE OF NEBRASKA )  
County of Douglas ) SS.

On this 2nd day of April, 1956, before me, a Notary Public, in and for said County, personally came the above named John L. Bilby, Trustee, Glenn M. Timmons, Trustee; Ella Louise Wandborg and Ernest P. Wandborg, wife and husband; Robert E. Shea and Laura May Shea, husband and wife; John C. Shea and Helen Claire Shea, husband and wife; Adeline E. Tobias and Keith H. Tobias, wife and husband; Alice E. Johnson and Andy Johnson, wife and husband; Martha E. Herrick and Leslie M. Herrick, wife and husband; and Elmer Lindvall and Elna Lindvall, husband and wife,

who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



J. S. [Signature]  
Notary Public