731-73-733 134-735-736 Sheet 737. 738

E. J. Connelly, Eileen C. Connelly, Roy D. Bullock and Mary Bullock

Sheet one of two with Plan Attachment 900K 4.90 Mcc495

PROTECTIVE COVENANTS, CONDITIONS, RESTRICT IONS AND EASEMENTS

Whom it may concern

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REMCO ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NERRASKA THESE COVENANTS shall apply to all lots in the REMCO Addition to the City of Omaha, Douglas County, Nebraska.

ARTICLE 1. All lots shall be known, described and used as Residential lots.

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ARTICLE 2. No structure shall be erested, altered, placed or permitted to remain on any lot other than (a) one single-family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two cars; (b) one two-family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two cars; (c) no two-family dwelling or so-called duplex shall be erected with similar floor plans for each family unit, nor shall they be similar in appearance on the exterior. See Article No. 12.

ARTICLE 3. All sidewalks when provided shall have a width of four (4) feet and the streetward edge of the walk shall be located three (3) feet lotward of the back of the curb.

ARTICLE 4. No residential structure shall be erected or placed on any lot which has an area of less than 8,000 square feet or a distance in width of less than 60 feet at the building setback line.

ARTICLE 5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE to No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a resider e.

ARTICLE 7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 1000 square feet.

to building shall be located on any lot nearer than 35 feet to ARTICLE 8. the fract lot line. No building shall be located nearer than 7 feet to any side lot line, except that no side yard shall be required for a garage or other perritted accessory building located 70 feet or more from the front lot line. dwelling shall be located or any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, 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

An easement is granted to Northwestern Sell Telephone Company, ARTICLE 9. and the Graha Public Power District that is applicable to all lots for access to and maintenance of their underground service lines. An easement is granted to the City of Omaha that is applicable to certain lots for access to and maintenance of sewer lines. An easement is granted to the Metropolitan Utilities District that is applicable to Lots 8, 9, 10 and 11 for access to and maintenance of their utility lines. See attached plans for easement locations.

ARTICLE 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE 11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICIE 12. A review board shall examine all building plans proposed for any lot in the REMCO Addition and is empowered to accept or reject the plans, design and construction or to suggest changes in plans that would be acceptable. The review board membership small consist of two of the present owners of Lots No. 1 and 16 and the purchaser of the first lot numbered between 1 and 16. When the number of lot owners becomes 6 they shall meet and elect three members. Further election of review board members shall then be mutually agreed upon by the lot owners. The review board shall always consist of three members. approved building plans shall have the signature of the review board member. before construction of any dwelling begins.

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Sheet two of two with Plan Attachment

ARTICLE 13. No dirt from any excavation on any lot shall be removed from the Addition. Disposal within the area shall be as determined by the Feview Board.

ARTICLE 14. The Figuresians herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described, until January 1, 1980, at which time said covenants snall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lats, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of wrether they are prior or subsequent grantees.

WATICLE 15. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

ARTICLE 16. Nothing herein contained shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned. except at the option of the undersigned.

Signed

AT TEST

State of Nebraska County of Douglas

Un this 3 day of 6 in and for said forty and State, personally accessed E. J. Cuncilly, Eileen C. Connelly, Roy D. Bullock and Mary Bullock

personally to me known to be the identical persons who signed the foregoing instrument as owners and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Mitness my hand and notatial seal the date above written.

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	of (agent for) the rablestate described as follows inclusive, Ranco Addition, an addition	
	Mesraske, as surveyed, platted and reco	orded and the second se
	to the CMMA_PUBLE POMEN DISTRICT, its successors. Note successors and assigns, a permanent easement, we premanent easement, appearance and renew its un	receipt of which is herely acknowledged, do hereby grant and lessions, and the NORTHWESTERN BEEL TELEPHONE COMPANY, with rights of ingress and egress thereto, to instally derground electric and selephone facilities over, when
		10) through Fourteen (14) inclusive; the 50; the South Five feet (5') of Lots Nine
	(9) and Sixten (16); the East Five for (14) inclusive fine west Five feat (5)	et (51) of Lots Ten (18) through Fourthand) of Lots Eleven (15) through Sixteen (16)
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	on this 15 day of 10 male 1970, before me the undersigned a Motory Public in and for said County and State, per-	on this day of before me the undergread, a Notary Public in
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	and deed for the purpose therein expressed.	ect and deed of shid corporation and that the Corporate Semi-of-said corporation was thereto affixed by its
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Siblacti Att	THIS INDESTURE, made this 26.15 day of 21, 19.71
1966	ROY B. BULLOCK and MARY BULLOCK, husband and Wife
	hereinafter referred to as "Grantor(s)", and the City of Omnha, Nebrasko, a Municipal Corporation
٠٨,	WITNESSETH:
daen	That said Grantor(s) in consideration of the sum of
56th St.	consideration to Grantor(f) in hand paid by said City, the receipt whereof is hereby acknowledge and drainage easement for the right to use, comstruct, build, lay, maintain, repair and construct sanitary or storm sever pipe or drainage way for the commence of
W. W. Marke	sanitary or storm sewer pipe or drainage way for the passage of sewer water and sewage or storm water, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, or drainage facility, in, through, over and under the parcel land described as follows, to-wit:
	A strip of land 30 feet in width, 15 feet on either side of the following described line:
	Remon Subdivision, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed,
766	westerly line of said Lot 10, said point being 168.44 feet southeasterly of the Northwest
0071 (come 1/10/66	easterly line of and 21.46 feet, measured along the arc, notherly of the southeasterly corner of Lot 9 of said Remco Subdivision, the point of ending. The North line of said Remco Subdivision assumed to be East and West in direction.
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	No. buildings, improvements, or structures, shall be placed in, on, over or across sai of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Granto (s), his or their heirs, successors and assigns.
·	Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neet and orderly condition. This essemble is also for the benefit of any contractor, agent, employee and representative of the City and any of said construction work.
	Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will and his or their heirs, executors and administrators, shall warrant and defend this easement to runs with the land. This easement
/	The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
	IN WITHESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seel(s) the day and year first above written.
	- Roy R. Bulloch
	Many Bullack
	Corporate Name of Corporation
	Seal: 8yPresident
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on this 2/Th day of Mari . 1971, before said County, personally came the shows asset	
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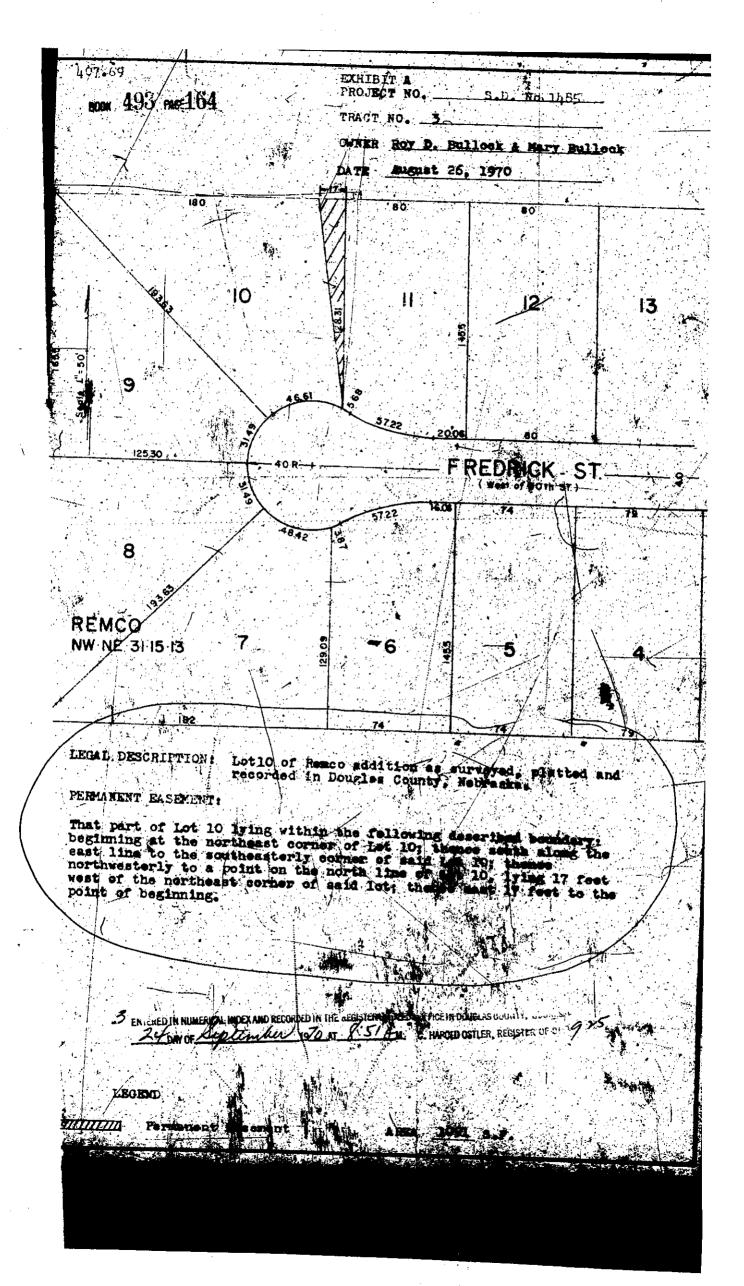
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Corporate Seal:

STATE OF HEBRASKA) SS	BOOK 495 PAGE 163
COUNTY OF DOUGLAS)	
On this 22nd day of September , 19 70, before said County; personally came the above named:	ore me, a Notary Public, in and
ROY D. BULLOCK and MARY BULLOCK	*
who is (are) personally known to me to be the identical person(s) to the above instrument and acknowledged the instrument to be his deed for the purpose therein stated.) whose name(s) is (are) affixed s, her (their) voluntary act and
WITNESS my hand and Notarial Seal the date aforesaid.	
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	tary Bullock, busband and wife, Owner(s)
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1966	Detween ROY B. BULLOCK and MARY RULLOCK
-	hereinafter referred to as "Grantor(s)", and the City of Omaha, Nebrasko, a Numicipal Corporation
	WITHESSETH:
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la en	That said Grantor(s) in consideration of the sum of
6th st.	consideration. to Grantor(s) in hand paid by said City, the receipt whereof is hereby acknowledge and drainage extensions, sell, convey and confirm unto said City and its area.
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, ;4	westerly line of said lot 10 and a said lot 10 a
/66	Corner of said to the share and the southeasteriv of the Morehanne
	THE OF LOT 9 of said Remon cubdings;
1/10/66	Subdivision assumed to be East and West in direction. The North line of said Remco
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	No. buildings, improvements, or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of the Cit of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Granton (s), his or their heirs, successors and assigns.
·	Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a ployee and representative of the City and any of said construction work.
	Said Grantor(s) for himself or themselves and his or their helds, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
,	The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.
	IN WITNESS WHEREOF, seld Grantor(s) has or have hereunto set his or their hand(s) and
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	* Roy R. Bullock
	× Mary Lallack
	Corporate News of Corporation
	Seal: eyPresident
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	ROY D. BULLOCK and MARY BULLOCK
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, and the Corporate Sea	Secretary of said Corporation, to me personally known interprespectively of said Corporation and the identical persons whose instrument, and acknowledged the execution spaces.
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WC'C 4308

EASEMENT AND RIGHT OF WAY

THIS IMPUNIE, made this 14th day of OCTOBER, 1970, between Everett J. Connelly, and Eileen C. Connelly, husband and wife, and Roy D. Bullock and Mary Bullock, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Metropolitan Utilities District of Camaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transmission of water and gas, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

A strip of land lying adjacent to and parallel with the curved property line of Frederick Street, consisting of the North Ten (10) feet of Lot Seven (7), the Northeast Ten (10) feet of Lot Eight (8), the Southeast Ten (10) feet of Lot Nine (9), and the South Ten (10) feet of Lot Ten (10) of Remco, as now platted and recorded, a subdivision in Douglas County. Nebraska, containing 0.04 acres, more or less, all as shown on the attached plat made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. The Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and that they will not permit anyone else to do so.
- 2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.
- 3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any water or gas main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.

Eileen C. Connelly

Roy D. Bullock

Mary Ballock

STATE OF NEBRASIA)

COUNTY OF DOUGLAS)

On this day of Order, 1970, before we, the undersigned, a Notary Public duly commissioned and qualified for said county, personally

came Everett J. Connelly and Eileen C. Connelly, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their woluntary leed.

Withess my hand and Notarial Seal the day and year last above

My Commission expires the 14 day of Included,

1972

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this // day of Ocrosek, 1970, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roy D. Bullock and Mary Bullock, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as forentors, and acknowledged the same to be their voluntary act and deed.

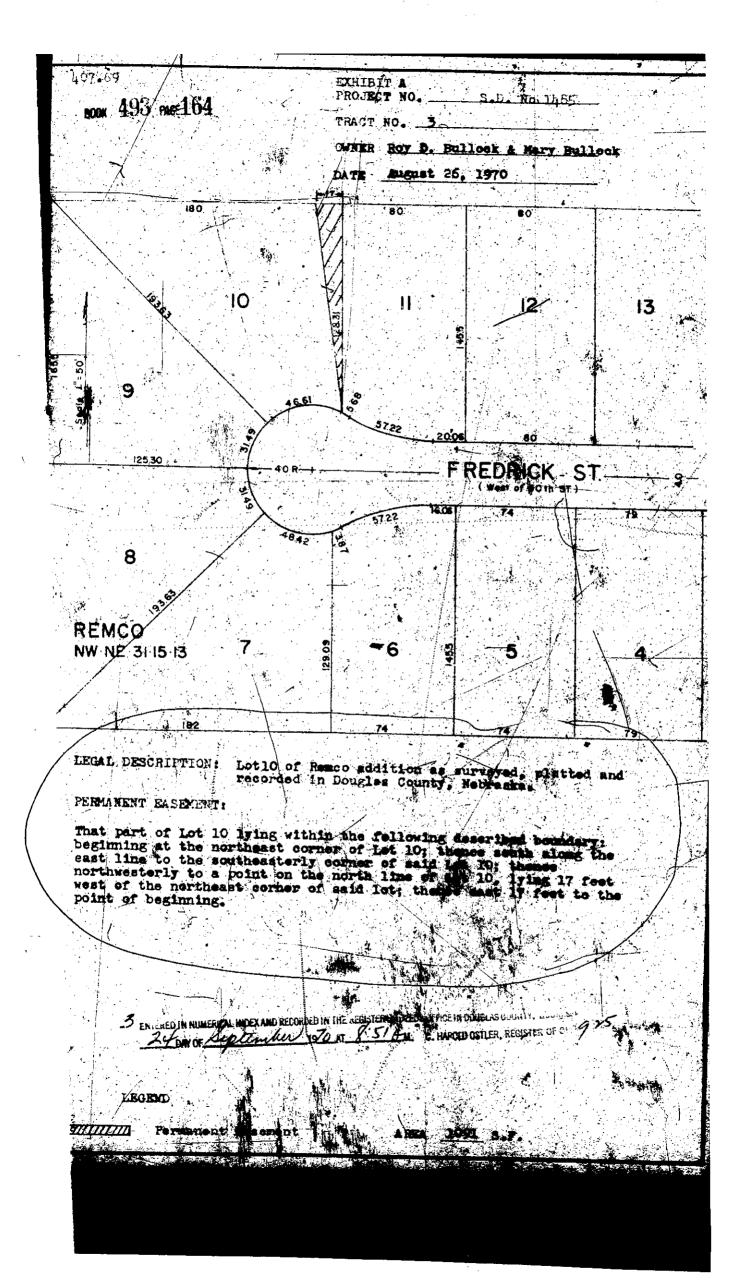
Witness my hand and Notarial Seal the day and year last above

Notar Public

My Commission expires the 11 day of Abushan

, 19<u>7</u>

BOOK 495 PAGE 163 STATE OF NEBRASKA) SS On this 22nd day of September , 19 70, before me, a Notary Public, in and for said County, personally came the above named; ROY D. BULLOCK and MARY BULLOCK who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and d for the purpose therein stated. WITNESS my hand and Notarial Seal the date aforesaid. F Kox S notest Gorge Spires October 20, 1973 STATE OF NEBRASKA) SS COUNTY OF DOUGLAS) On this ____ day of , before me, the undersigned, a Notary Public in and for said County, personally came * President of Corporation, and . Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority. WITNESS my hand and Notarial Seel at Omaha in said County the day and year last above written. Public My Commission Expires



REMOO Adol

	Plat and Dedication Filed 1-1-70, in Book 1412 at Page 397, Instrument No.
1	Grants a perpetual easement in favor of
	Omaha Public Power District, U.S. West Communications
	Northwestern Bell Telephone Company
	Grants a perpetual easement in favor of Omaha Public Power District, U.S. West Communications Northwestern Bell Telephone Company and any cable company granted a cable television franchise system, and/or
	for utility, installation and maintenance
'	on, over, through, under and across or
	foot wide strip of land abutting the front and the side boundary lines of all lots;
;	in foot wide strip of land abutting the rear boundary line of all interior lots; and a foot wide strip of land abutting the rear boundary line of all exterior lots.
}	Does it include the following?? Yes or No (Circle One)
. i	Also grants an easement to Metropolitan Utilities District for utility, nstallation and maintenance on, through, under and across a foot wide strip of land
á	ibutting all cul-de-sac streets.
4	Any additional info,
-	
-	

	Declaration of Covenants, Conditions, Restrictions and Easements, Restrictive Covenants
ΧI	Protective Covenants
	or
F	iled 4-15-7, in Book 498 at Page 495, Instrument No.
- 1	Omaha Public Power District, J.S. West Communications
	forthwestern Bell Telephone Company
a	nd any cable company granted a cable television franchise system,
(City of analya and MUD
fe	or utility, installation and maintenance
	n, over, through, under and across
012	lot 8, 9, 10 and 11 for Access to maintenance of the Utility Lines
а	foot wide strip of land abutting the front and the side boundary lines of all lots;
	foot wide strip of land abutting the rear boundary line of all interior lots; a foot wide strip of land abutting the rear boundary line of all interior lots; be a foot wide strip of land abutting the rear boundary line of all exterior lots. Service Line open it include the following?? Yes or No (Circle One)
D	oes to monado and tonowing: 1 as of 140 (Circle One)
A	lso grants an easement to Metropolitan Utilities District
al	stallation and maintenance on, through, under and across a foot wide strip of land outting all cul-de-sac streets.
D	oes it include the Following?? Homeowners Association Yes or No. (Circle One)
ט	oes it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)
A	ny additional info.
_	

Ea Da	sement Right of Way Amendment to Amendment to tted, Book at Page, Instrument No
(1) E	Asement 493-163 filed 9-24-70 Copy
12/ER	sement Righ of way 493-617 filed 10-22-70
	So 10 to 6 10+ 10
(3)_	EASEMENT 495-256 feled 12-21-70 CORY
(H) (FASEMENT 499-665 filed 5-26-71 Copy

REMCO Adol

Plat and Dedication Filed 1-6-10, in Book 1412 at Page 397, Instrument No.
Grants a perpetual easement in favor of
Omaha Public Power District, U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
Filed 1-10-10, in Book 1412 at Page 3411, Instrument No. Grants a perpetual easement in favor of Omaha Public Power District, U.S. West Communications Northwestern Bell Telephone Company and any cable company granted a cable television franchise system, and/or
for utility, installation and maintenance
on, over, through, under and across
or
a foot wide strip of land abutting the front and the side boundary lines of all lots;
an foot wide strip of land abutting the rear boundary line of all interior lots;
and a foot wide strip of land abutting the rear boundary line of all exterior lots. Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District
Also grants an easement to Metropolitan Utilities District
abutting all cul-de-sac streets.
Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
x Protective Covenants
or
Filed 4-15-71, in Book 498 at Page 495, Instrument No.
Momaha Public Power District,
U.S. West Communications ★Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and any capite company granted a capite television numerius system,
City of make and MUD
for utility, installation and maintenance
on, over, through, under and across
on lot 8,9,10 and 11 for Access to maintenance of the Utility Lines
a foot wide strip of land abutting the front and the side boundary lines of all lots; an foot wide strip of land abutting the rear boundary line of all interior lots; and a foot wide strip of land abutting the rear boundary line of all exterior lots. Service Line.
and a foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District for utility,
installation and maintenance on, through, under and across a foot wide strip of land
abutting all cul-de-sac streets.
Does it include the Following?? Homeowners Association Yes or No. (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)
Any additional info.
Any additional into.

Easement Right of Way 1920 Amendment to
Dated Filed, Book at Page, Instrument No
1 Easement 493-163 felid 9-24-70 Copy
1 1
Essement Righ of way 493-617 filed 10-22-70
So 10 H of 10+ 10
1 EASEMENT 440-000 feled 12-21 15 Colony
) <u>Easement</u> 495-256 filed 12-21-70 Copy) Easement 499-665 filed 5-26-71 Copy