

### RESTRICTIVE COVENANTS

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

References herein to Stony Brook shall include lots in Stony Brook Replat.

1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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. 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 they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.

No fences shall be erected unless and until written approval therefor is obtained from the Architectural Committee.

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimums shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a basement, split-level or split-entry house and, in addition, foundation walls of such a house must be on a ground area of not less than 150 square feet.

(b) Each single family dwelling shall provide covered space for at least one car. Only attached or basement garages shall be permitted except that basement garages shall be permitted in two-story or one and one-half story dwellings.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line, at least 7 feet from side lot lines, and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the Board as the front and either non-street side as the rear, for purposes of determining compliance with, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines. On corner lots they shall be located at least 10 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of Paragraph 8, the restrictive provisions for front yards, rear yards and front yards shall not be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be covered with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete must be painted.

10. In no event will any construction begin on a structure be erected or permitted to remain on any lot until plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finishing work.

13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that signs

signs, not exceeding 2 feet by 2 feet in size, shall be erected, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its successors in the development of Stony Brook.

14. The Architectural Committee referred to herein shall be a Committee of not less than three (3) persons designated by the undersigned, and the initial Architectural Committee shall consist of the following persons: John J. Moritz, George F. Russell, and Edward E. Nelson. In the event that any one or more of said individuals shall cease to serve as a member of such Committee, a successor shall be appointed by the undersigned. All plans for substantial construction shall be submitted to the Architectural Committee for approval as provided herein with respect to compliance with these covenants. The Architectural Committee shall continue to exist on July 1, 1976, and all requirements in these covenants for obtaining approval of the Architectural Committee shall terminate on July 1, 1976.

15. These restrictions and covenants are to run with the land and shall be binding on all present or future owners of any of said lots until July 1, 2001. If any person shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all said real estate, has caused these covenants to be executed this 11th day of October, 1971.

STONY BROOK, INC.

  
James H. Moritz  
Secretary

By: John J. Moritz  
President

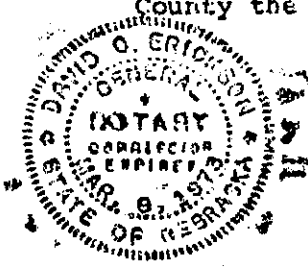
  
CORPORATE SEAL

BOOK 504 PAGE 531

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 11<sup>th</sup> day of October, 1971,  
before me, the undersigned, a notary public in and for said  
County, personally came JOHN J. MORITZ, President of Stony  
Brook, Inc., to me personally known to be the President of  
said corporation and the identical person whose name is affixed  
to the foregoing Restrictive Covenants, 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 the corporate seal of the said corporation was thereto  
affixed by its authority.

WITNESS my hand and notarial seal at Omaha in said  
County the day and year last above written.



*David O. Erickson*  
Notary Public

(SEAL)

7 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
5 DAY OF November 71 AT 11:09 A.M. C. HAROLD GISTLER, REGISTER OF DEEDS

12000

AMENDMENT TO RESTRICTIVE COVENANTS

STONY BROOK, INC., being the owner of the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Restrictive Covenants filed with respect to said property on November 5, 1971, and recorded in Book 50 at Page 527 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, by deleting original Paragraph 8(a) and substituting therefor the following as a new Paragraph 8(a):

"8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet."

Except as so amended, the original Restrictive Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all of the real estate covered by this Amendment, has caused this Amendment to be executed this 3rd day of January, 1972.

STONY BROOK, INC.

By: John J. Morley

President



OMAHA )  
SS  
DOUGLAS )

On this 3rd day of January, 1972, before me, the  
Notary public in and for said County, personally  
known to be the President of Stony Brook, Inc., to me  
known to be the President of said corporation and  
person whose name is affixed to the foregoing  
Restrictive Covenants, and acknowledged the execu-  
tory act and deed of said corporation, and that  
the seal of the said corporation was thereto affixed  
in authority.

WITNESS my hand and notarial seal at Omaha in said  
County and year last above written.

*David C. Crutcher*  
Notary Public

INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
ON 3 DAY OF January 1972 AT 1:24 P.M. C. HARGOLD OSTLER, REGISTER OF DEEDS 117.00 ✓



79-737

BOOK 504 PAGE 527

RESTRICTIVE COVENANTS

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

References herein to Stony Brook shall include lots in Stony Brook Replat.

1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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. 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 they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.



No fences shall be erected unless and until written approval therefor is obtained from the Architectural Committee.

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 7 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side yards, rear yards and front yards shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete brick must be painted.

10. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential

"For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Stony Brook.

14. The Architectural Committee referred to herein shall be a Committee of not less than three (3) persons designated by the undersigned, and the initial Architectural Committee shall consist of the following persons: John J. Moritz, George F. Russell, and Leonard E. Nelson. In the event that any one or more of said individuals shall cease to serve as a member of such Committee, a successor shall be appointed by the undersigned. All plans for residential construction shall be submitted to the Architectural Committee for approval as provided herein with respect to compliance with these covenants. The Architectural Committee shall cease to exist on July 1, 1976, and all requirements in these covenants for obtaining approval of the Architectural Committee shall terminate on July 1, 1976.

15. These restrictions and covenants are to run with the land and shall be binding on all present or future owners of any of said lots until July 1, 2001. If any person shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all said real estate, has caused these covenants to be executed this 11<sup>th</sup> day of October, 1971.

STONY BROOK, INC.

ATTEST:

Secretary

By:

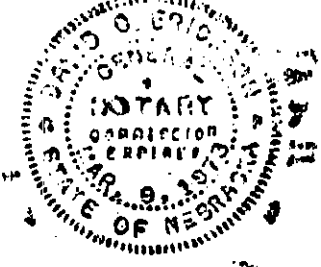
President



STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of October, 1977,  
before me, the undersigned, a notary public in and for said  
County, personally came JOHN J. MORITZ, President of Stony  
Brook, Inc., to me personally known to be the President of  
said corporation and the identical person whose name is affixed  
to the foregoing Restrictive Covenants, 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 the corporate seal of the said corporation was thereto  
affixed by its authority.

WITNESS my hand and notarial seal at Omaha in said  
County the day and year last above written.



David O. Erickson  
Notary Public

(SEAL)

7 ENTERED IN NUMERICAL INDEX AND SET FOR RECORD IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
5 DAY OF November 77 AT 11:09 AM C. HAROLD OSTLER, REGISTER OF DEEDS

12000

AMENDMENT TO RESTRICTIVE COVENANTS

STONY BROOK, INC., being the owner of the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Restrictive Covenants filed with respect to said property on November 5, 1971, and recorded in Book 504 at Page 527 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, by deleting original Paragraph 8(a) and substituting therefor the following as a new Paragraph 8(a):

"8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet."

Except as so amended, the original Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all of the real estate covered by this Amendment, has caused this Amendment to be executed this 3rd day of January, 1972.



STONY BROOK, INC.

BY

*John C. Minty*  
President

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878

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10/  
1972  
DEEDS

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 3rd day of January, 1972, before me, the undersigned, a notary public in and for said County, personally came JOHN J. MORITZ, President of Stony Brook, Inc., to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing Amendment to Restrictive Covenants, 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 the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.



*David C. Erickson*  
Notary Public

10 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
3 DAY OF January 19 72 AT 1:24 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS 111.00 ✓

RESTRICTIVE COVENANTS

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property, to-wit:

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1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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. 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 they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.



No fences shall be erected unless and until written approval therefor is obtained from the Architectural Committee.

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 7 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side yards, rear yards and front yards shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete brick must be painted.

10. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential

"For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Stony Brook.

14. The Architectural Committee referred to herein shall be a Committee of not less than three (3) persons designated by the undersigned, and the initial Architectural Committee shall consist of the following persons: John J. Moritz, George F. Russell, and Leonard E. Nelson. In the event that any one or more of said individuals shall cease to serve as a member of such Committee, a successor shall be appointed by the undersigned. All plans for residential construction shall be submitted to the Architectural Committee for approval as provided herein with respect to compliance with these covenants. The Architectural Committee shall cease to exist on July 1, 1976, and all requirements in these covenants for obtaining approval of the Architectural Committee shall terminate on July 1, 1976.

15. These restrictions and covenants are to run with the land and shall be binding on all present or future owners of any of said lots until July 1, 2001. If any person shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all said real estate, has caused these covenants to be executed this 11<sup>th</sup> day of October, 1971.

STONY BROOK, INC.



Secretary

By:

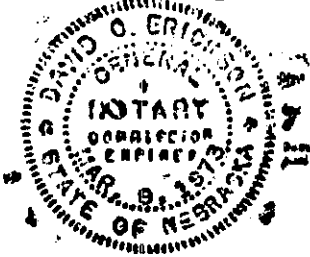
President



STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of October, 1971,  
 before me, the undersigned, a notary public in and for said  
 County, personally came JOHN J. MORITZ, President of Stony  
 Brook, Inc., to me personally known to be the President of  
 said corporation and the identical person whose name is affixed  
 to the foregoing Restrictive Covenants, 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 the corporate seal of the said corporation was thereto  
 affixed by its authority.

WITNESS my hand and notarial seal at Omaha in said  
 County the day and year last above written.



David O. Erickson  
 Notary Public

(SEAL)

7 ENTERED IN NUMERICAL INDEX AND RETURNED TO THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 5 BY November 71 AT 11:09 AM C. HAROLD OSTLER, REGISTER OF DEEDS

12000

AMENDMENT TO RESTRICTIVE COVENANTS

STONY BROOK, INC., being the owner of the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Restrictive Covenants filed with respect to said property on November 5, 1971, and recorded in Book 504 at Page 527 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, by deleting original Paragraph 8(1) and substituting therefor the following as a new Paragraph 8(1):

"8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet."

Except as so amended, the original Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all of the real estate covered by this Amendment, has caused this Amendment to be executed this 3rd day of January, 1972.



STONY BROOK, INC.

By

*John W. [Signature]*  
President

BOOK 506 PAGE 64

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

On this 3rd day of January, 1972, before me, the undersigned, a notary public in and for said County, personally came JOHN J. MORITZ, President of Stony Brook, Inc., to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing Amendment to Restrictive Covenants, 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 the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.



*David C. Frickes*  
Notary Public

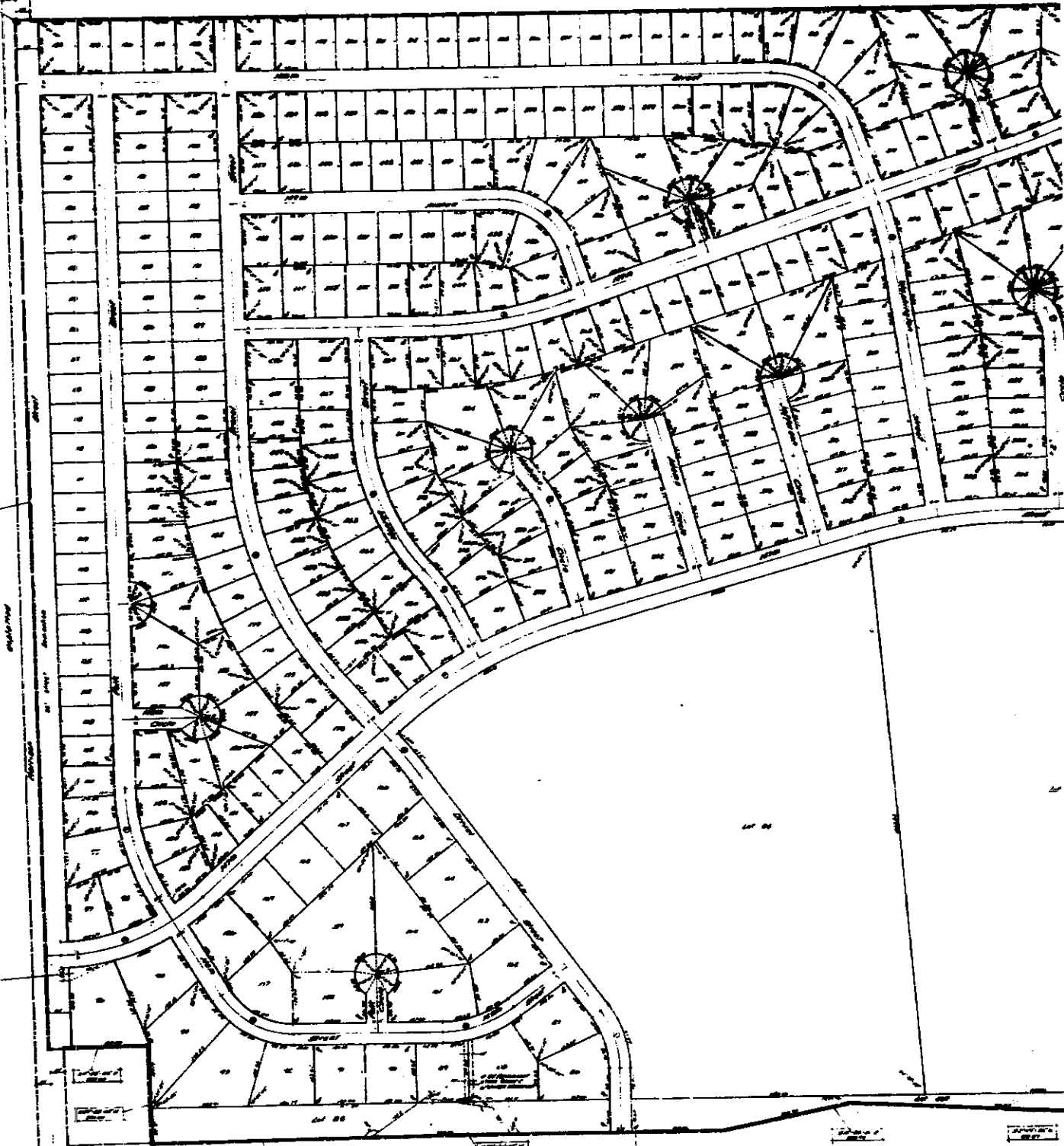
10 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS, OFFICE IN DOUGLAS COUNTY, NEBRASKA  
3 of January 1972 at 1:24 P.M. C. HARGOLD COSTER, REGISTER OF DEEDS 111.00 ✓

# STONY BROOK REPLAT

Let 20 Through the Subarea

Being a Part of Lots 21 Through 25 Subarea, Stony Brook, in Addition to Survey, Platted and Recorded in Map of the said Subarea of Section 2, Town, and of the 2nd P.M., Douglas County, Nebraska.

Subplotted



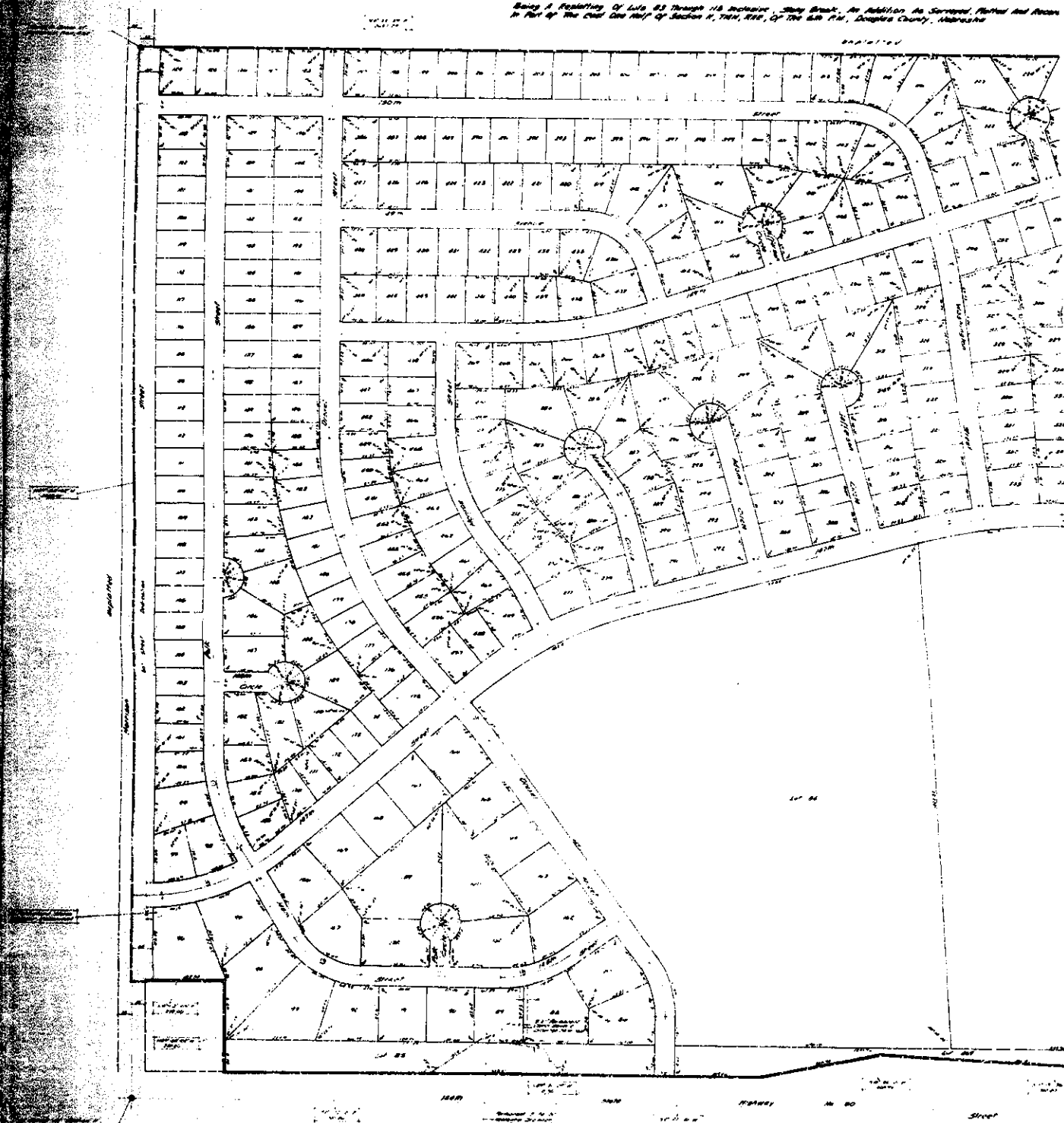
Lot No.	Acres	Value	Owner
1	0.25	100.00	Stony Brook Subarea
2	0.25	100.00	Stony Brook Subarea
3	0.25	100.00	Stony Brook Subarea
4	0.25	100.00	Stony Brook Subarea
5	0.25	100.00	Stony Brook Subarea
6	0.25	100.00	Stony Brook Subarea
7	0.25	100.00	Stony Brook Subarea
8	0.25	100.00	Stony Brook Subarea
9	0.25	100.00	Stony Brook Subarea
10	0.25	100.00	Stony Brook Subarea
11	0.25	100.00	Stony Brook Subarea
12	0.25	100.00	Stony Brook Subarea
13	0.25	100.00	Stony Brook Subarea
14	0.25	100.00	Stony Brook Subarea
15	0.25	100.00	Stony Brook Subarea
16	0.25	100.00	Stony Brook Subarea
17	0.25	100.00	Stony Brook Subarea
18	0.25	100.00	Stony Brook Subarea
19	0.25	100.00	Stony Brook Subarea
20	0.25	100.00	Stony Brook Subarea
21	0.25	100.00	Stony Brook Subarea
22	0.25	100.00	Stony Brook Subarea
23	0.25	100.00	Stony Brook Subarea
24	0.25	100.00	Stony Brook Subarea
25	0.25	100.00	Stony Brook Subarea





# STONY BROOK REPL

Being A Replotting Of Lots 83 Through 118 Inclusive, Stony Brook, An Addition As Surveyed, Platted And Recoded In Part Of The East One Half Of Section 4, T4N, R2E, Of The 6th P.M., Douglas County, Nebraska

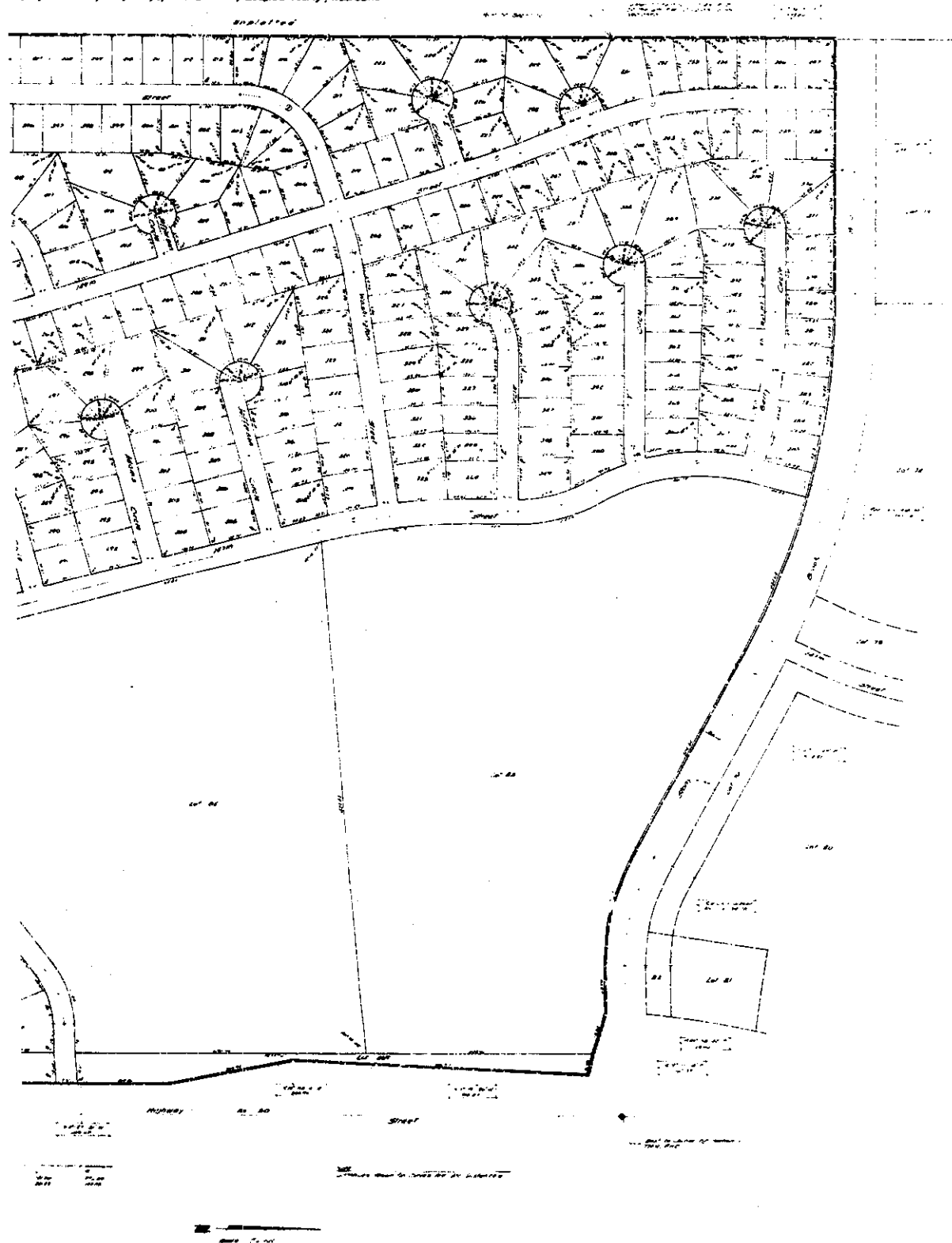


Lot No.	Acres	Lot No.	Acres	Lot No.	Acres	Lot No.	Acres	Lot No.	Acres
83	0.10	93	0.10	103	0.10	113	0.10	123	0.10
84	0.10	94	0.10	104	0.10	114	0.10	124	0.10
85	0.10	95	0.10	105	0.10	115	0.10	125	0.10
86	0.10	96	0.10	106	0.10	116	0.10	126	0.10
87	0.10	97	0.10	107	0.10	117	0.10	127	0.10
88	0.10	98	0.10	108	0.10	118	0.10	128	0.10
89	0.10	99	0.10	109	0.10	119	0.10	129	0.10
90	0.10	100	0.10	110	0.10	120	0.10	130	0.10
91	0.10	101	0.10	111	0.10	121	0.10	131	0.10
92	0.10	102	0.10	112	0.10	122	0.10	132	0.10
93	0.10	103	0.10	113	0.10	123	0.10	133	0.10
94	0.10	104	0.10	114	0.10	124	0.10	134	0.10
95	0.10	105	0.10	115	0.10	125	0.10	135	0.10
96	0.10	106	0.10	116	0.10	126	0.10	136	0.10
97	0.10	107	0.10	117	0.10	127	0.10	137	0.10
98	0.10	108	0.10	118	0.10	128	0.10	138	0.10
99	0.10	109	0.10	119	0.10	129	0.10	139	0.10
100	0.10	110	0.10	120	0.10	130	0.10	140	0.10
101	0.10	111	0.10	121	0.10	131	0.10	141	0.10
102	0.10	112	0.10	122	0.10	132	0.10	142	0.10
103	0.10	113	0.10	123	0.10	133	0.10	143	0.10
104	0.10	114	0.10	124	0.10	134	0.10	144	0.10
105	0.10	115	0.10	125	0.10	135	0.10	145	0.10
106	0.10	116	0.10	126	0.10	136	0.10	146	0.10
107	0.10	117	0.10	127	0.10	137	0.10	147	0.10
108	0.10	118	0.10	128	0.10	138	0.10	148	0.10
109	0.10	119	0.10	129	0.10	139	0.10	149	0.10
110	0.10	120	0.10	130	0.10	140	0.10	150	0.10
111	0.10	121	0.10	131	0.10	141	0.10	151	0.10
112	0.10	122	0.10	132	0.10	142	0.10	152	0.10
113	0.10	123	0.10	133	0.10	143	0.10	153	0.10
114	0.10	124	0.10	134	0.10	144	0.10	154	0.10
115	0.10	125	0.10	135	0.10	145	0.10	155	0.10
116	0.10	126	0.10	136	0.10	146	0.10	156	0.10
117	0.10	127	0.10	137	0.10	147	0.10	157	0.10
118	0.10	128	0.10	138	0.10	148	0.10	158	0.10
119	0.10	129	0.10	139	0.10	149	0.10	159	0.10
120	0.10	130	0.10	140	0.10	150	0.10	160	0.10
121	0.10	131	0.10	141	0.10	151	0.10	161	0.10
122	0.10	132	0.10	142	0.10	152	0.10	162	0.10
123	0.10	133	0.10	143	0.10	153	0.10	163	0.10
124	0.10	134	0.10	144	0.10	154	0.10	164	0.10
125	0.10	135	0.10	145	0.10	155	0.10	165	0.10
126	0.10	136	0.10	146	0.10	156	0.10	166	0.10
127	0.10	137	0.10	147	0.10	157	0.10	167	0.10
128	0.10	138	0.10	148	0.10	158	0.10	168	0.10
129	0.10	139	0.10	149	0.10	159	0.10	169	0.10
130	0.10	140	0.10	150	0.10	160	0.10	170	0.10
131	0.10	141	0.10	151	0.10	161	0.10	171	0.10
132	0.10	142	0.10	152	0.10	162	0.10	172	0.10
133	0.10	143	0.10	153	0.10	163	0.10	173	0.10
134	0.10	144	0.10	154	0.10	164	0.10	174	0.10
135	0.10	145	0.10	155	0.10	165	0.10	175	0.10
136	0.10	146	0.10	156	0.10	166	0.10	176	0.10
137	0.10	147	0.10	157	0.10	167	0.10	177	0.10
138	0.10	148	0.10	158	0.10	168	0.10	178	0.10
139	0.10	149	0.10	159	0.10	169	0.10	179	0.10
140	0.10	150	0.10	160	0.10	170	0.10	180	0.10
141	0.10	151	0.10	161	0.10	171	0.10	181	0.10
142	0.10	152	0.10	162	0.10	172	0.10	182	0.10
143	0.10	153	0.10	163	0.10	173	0.10	183	0.10
144	0.10	154	0.10	164	0.10	174	0.10	184	0.10
145	0.10	155	0.10	165	0.10	175	0.10	185	0.10
146	0.10	156	0.10	166	0.10	176	0.10	186	0.10
147	0.10	157	0.10	167	0.10	177	0.10	187	0.10
148	0.10	158	0.10	168	0.10	178	0.10	188	0.10
149	0.10	159	0.10	169	0.10	179	0.10	189	0.10
150	0.10	160	0.10	170	0.10	180	0.10	190	0.10
151	0.10	161	0.10	171	0.10	181	0.10	191	0.10
152	0.10	162	0.10	172	0.10	182	0.10	192	0.10
153	0.10	163	0.10	173	0.10	183	0.10	193	0.10
154	0.10	164	0.10	174	0.10	184	0.10	194	0.10
155	0.10	165	0.10	175	0.10	185	0.10	195	0.10
156	0.10	166	0.10	176	0.10	186	0.10	196	0.10
157	0.10	167	0.10	177	0.10	187	0.10	197	0.10
158	0.10	168	0.10	178	0.10	188	0.10	198	0.10
159	0.10	169	0.10	179	0.10	189	0.10	199	0.10
160	0.10	170	0.10	180	0.10	190	0.10	200	0.10
161	0.10	171	0.10	181	0.10	191	0.10	201	0.10
162	0.10	172	0.10	182	0.10	192	0.10	202	0.10
163	0.10	173	0.10	183	0.10	193	0.10	203	0.10
164	0.10	174	0.10	184	0.10	194	0.10	204	0.10
165	0.10	175	0.10	185	0.10	195	0.10	205	0.10
166	0.10	176	0.10	186	0.10	196	0.10	206	0.10
167	0.10	177	0.10	187	0.10	197	0.10	207	0.10
168	0.10	178	0.10	188	0.10	198	0.10	208	0.10
169	0.10	179	0.10	189	0.10	199	0.10	209	0.10
170	0.10	180	0.10	190	0.10	200	0.10	210	0.10
171	0.10	181	0.10	191	0.10	201	0.10	211	0.10
172	0.10	182	0.10	192	0.10	202	0.10	212	0.10
173	0.10	183	0.10	193	0.10	203	0.10	213	0.10
174	0.10	184	0.10	194	0.10	204	0.10	214	0.10
175	0.10	185	0.10	195	0.10	205	0.10	215	0.10
176	0.10	186	0.10	196	0.10	206	0.10	216	0.10
177	0.10	187	0.10	197	0.10	207	0.10	217	0.10
178	0.10	188	0.10	198	0.10	208	0.10	218	0.10
179	0.10	189	0.10	199	0.10	209	0.10	219	0.10
180	0.10	190	0.10	200	0.10	210	0.10	220	0.10
181	0.10	191	0.10	201	0.10	211	0.10	221	0.10
182	0.10	192	0.10	202	0.10	212	0.10	222	0.10
183	0.10	193	0.10	203	0.10	213	0.10	223	0.10
184	0.10	194	0.10	204	0.10	214	0.10	224	0.10
185	0.10	195	0.10	205	0.10	215	0.10	225	0.10
186	0.10	196	0.10	206	0.10	216	0.10	226	0.10
187	0.10	197	0.10	207	0.10	217	0.10	227	0.10
188	0.10	198	0.10	208	0.10	218	0.10	228	0.10
189	0.10	199	0.10	209	0.10	219	0.10	229	0.10
190	0.10	200	0.10	210	0.10	220	0.10	230	0.10
191	0.10	201	0.10	211	0.10	221	0.10	231	0.10
192	0.10	202	0.10	212	0.10	222	0.10	232	0.10
193	0.10	203	0.10	213	0.10	223	0.10	233	0.10
194	0.10	204	0.10	214	0.10	224	0.10	234	0.10
195	0.10	205	0.10	215	0.10	225	0.10	235	0.10
196	0.10	206	0.10	216	0.10	226	0.10	236	0.10
197	0.10	207	0.10	217	0.10	227	0.10	237	0.10
198	0.10	208	0.10	218	0.10	228	0.10	238	0.10
199	0.10	209	0.10	219	0.10	229	0.10	239	0.10
200	0.10	210	0.10	220	0.10	230	0.10	240	0.10
201	0.10	211	0.10	221	0.10	231	0.10	241	0.10
202	0.10	212	0.10	222	0.10	232	0.10	242	0.10
203	0.10	213	0.10	223	0.10	233	0.10	243	0.10
204	0.10	214	0.10	224	0.10	234	0.10	244	0.10
205	0.10	215	0.10	225	0.10	235	0.10	245	0.10
206	0.10	216	0.10	226	0.10	236	0.10	246	0.10
207	0.10	217	0.10	227	0.10	237	0.10	247	0.10
208	0.10	218	0.10	228	0.10	238	0.10	248	0.10
209	0.10	219	0.10	229	0.10	239	0.10	249	0.10
210	0.10	220	0.10	230	0.10	240	0.10	250	0.10
211	0.10	221	0.10	231	0.10	241	0.10	251	0.10
212	0.10	222	0.10	232	0.10	242	0.10	252	0.10
213	0.10	223	0.10	233	0.10	243	0.10	253	0.10
214	0.10	224	0.10	234	0.10	244	0.10	254	0.10
215	0.10	225	0.10	235	0.10	245	0.10	255	0.10
216	0.10	226	0.10	236	0.10	246	0.10	256	0.10
217	0.10	227	0.10	237	0.10	247	0.10	257	0.10
218	0.10	228	0.10	238	0.10	248	0.10	258	0.10
219	0.10	229	0.10	239	0.10	249	0.10	259	0.10
220	0.10	230	0.10	240	0.10	250			

# BROOK REPLAT

**Leaf 23 Through 448** **Index/14**

*Life 83 Through 178 inclusive, Stony Brook. An Addition An Surveyed, Platted And Recorded  
Half Of Section 4, T2N, R2E, Of The 6th P.M., Douglas County, Minnesota*

[illegible]

19  
4 October 71 12:34H

108 cc



[illegible]

DATE \_\_\_\_\_

[illegible][illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

[illegible]

NY C ADDRESSING MEMPHIS IN \_\_\_\_\_, N REPLY PUBLIC \_\_\_\_\_

STATE OF KANSAS) 50  
COUNTY OF OSAGE) 6, 1971 DAY OF \_\_\_\_\_, 1971, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED

IN AND FOR SAID COUNTY, APPROVED

AND WHEREFORE REQUESTS IT BE SO BE THE JUDICIAL OFFICERS HEREIN AND AFFIDAVIT ABOVE, AND THAT THE MEMORANDUM HEREIN  
SUBSCRIBE A JURY OF THE PROBING INVESTIGATION TO BE THEIR VIOLENT ACT AND ARREST.  
-ITNESS MY HAND AND OFFICIAL SEAL, IN WASH., DISTRICT OF COLUMBIA, THE DATE LAST AFFORSAID.

STATE OF TENNESSEE, COUNTY OF DALLAS, ss. I, J. L. BROWN, a Notary Public, duly commissioned and qualified, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of Dallas, State of Tennessee.

NOT BE PERSONALLY KNOWN BY ME TO BE THE IMMEDIATE PERSONS WHOSE NAMES ARE LISTED ABOVE, AND THAT NO COMMUNICATIONS HAVE RECEIVED BY ME OF THE FOLDING INDICATION TO BE THEIR ALIBIARY ACT AND USED.

ATTENDING BY HAND AND OFFICIAL SEAL, IN OMBRA, BERGAMASCO, THE SIXTH DAY AFORESAID.

STATE OF ARIZONA) ss. \_\_\_\_\_, 1971, before me, a Notary Public, duly commissioned and qualified,  
COUNTY OF COCHISE) IN and for said County, appeared \_\_\_\_\_

THIS WAS POSSIBLY INTENDED BY ME TO BE THE FINAL PARAGRAPH WHEN THIS WAS OFFICIAL WORK, AND NOT HIS PERSONAL  
DESCRIPTION OF THE FORTHGOING EXERCISE TO HIS OWN VOLUNTARY ACT AND DEED.  
WITHOUT MY HAND AND OFFICIAL SEAL, IN OMAHA, NEBRASKA, THE DATE LAST FORESAID.

MY COMMISSION EXPIRES ON \_\_\_\_\_

JOSEPH P. HARRIS

THIS IS TO CERTIFY THAT I HAVE A RECORD AS SPECIAL AGENT, LAW ENFORCEMENT, AMONGST THE PERSONNEL RELEASED IN THE RECENT PAST.

\_\_\_\_\_ **DOUGLAS GARDNER THOMPSON**

APPROVED BY CITY MANAGER \_\_\_\_\_  
 I HEREBY ADVISE THE BOARD OF COUNTY COMMISSIONERS, BY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, THAT THE \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THIS PLAN OF STUDY SHALL BE PLACED AS APPROPRIATE AT THE CITY PLANNING BOARD OF THE CITY OF CHICAGO, THIS 30<sup>TH</sup> DAY OF January, 1991.

APPROVAL OF HOUMA CITY COUNCIL:

THIS PLANT IS NOT A P.A. PLANT HAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF MEMPHIS

[illegible]

100

100

NEBR 108<sup>00</sup>

100

[illegible]

ORIGINAL INDEXED AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
October 19 71 at 12.34 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS