

PROTECTIVE COVENANTS

SCHROEDER COMPANY,

To

WHOM IT MAY CONCERN

Schroeder Company, a Corporation, being the owner of the following described real estate, to-wit:

A certain addition known as Timberlane Estates, being a subdivision of Part of the Southwest Quarter (SW¹) of Section 27; Part of the Southeast Quarter (SE¹) of Section 28; and Part of the Northwest Quarter (NW¹) of Section 34, all in Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska.

does hereby state, publish and declare that said property shall be conveyed, owned and held under and subject to the covenants, reservations, conditions and restrictions hereinafter set forth.

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 30th, 1970. If any grantee or their heirs or assigns, shall violate or attempt to violate any of the covenants, reservations, conditions or restrictions herein, it shall be lawful for any other person or persons owning any real estate located within said development or subdivision to prosecute an action at law to enforce such covenants, reservations, conditions or restrictions, or to recover damages therefor.

Invalidity, if any, of any one of the provisions hereof by judgment of court, shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. Said premises shall be occupied and used for residential purposes and living and no building nor any part nor projection thereof, except the cornice with eaves, shall at any time be erected, placed or located on said premises or any part thereof within 40 feet of the front lot line; also no building shall be erected or placed on said premises for any part thereof other than the single dwelling and garage.

3. Lot and area regulations shall be as is now provided by the Ordinance Regulation of the 4th Ward Residential District of the Town of Lincoln and the City of Lincoln as in effect on July 1, 1958.

4. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and location of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finish grade elevation, by Schroeder Company, or an agent or Committee authorized by the said Company for that purpose.

5. Any garage or other outbuilding, if erected on said premises during this period and detached from the dwelling, must be built of the same material and must conform in architecture with the dwelling.

6. 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.

6. No trailer, basement, tent, shack, garage, nor other outbuilding or other structure of a temporary character erected on the tract shall at any time be used as a residence, temporarily or permanently, and no trailer, including boats and boat trailers shall be stored or kept, either temporarily or permanently upon said tract. All residence built upon said tract shall have thereto sufficient off-street parking (including garage area and driveway) for not less than six vehicles.

7. Subject to certain easements and rights in favor of Omaha Public Power District and Northwestern Bell Telephone Company, jointly, their successors and assigns, to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities and to extend thereon wire for carrying and transmission of electric current for light, heat and power and for all telephones, telegraph and message purposes, as is more particularly shown in an easement of record in the office of the Register of Deeds of Douglas County, Nebraska, and in said office recorded in Book 333 of the Misc. Records at Page 619.

8. All foundations above the ground line must be faced completely with brick or stone.

9. During the aforesaid period, no person other than of the Caucasian Race shall be or become the grantee or lessee of said premises, nor, except as a servant of the family living thereon, be granted the privilege of occupying the same.

10. The natural topography of the addition shall be maintained subject only to such modifications as may be necessary to carry out plans for the erection of buildings which may be approved in accordance with these protective covenants.

11. Weeds, if any, upon said lot shall be kept cut and said lot maintained in a reasonably proper condition.

12. No residence shall be erected on Lots (1) to (7), inclusive, within said addition, containing less than the following living spaces:

No one-story residence shall be erected containing less than 1700 square feet of living space on the first floor not including garages, basement or porches.

No split-level residence shall be constructed having less than 1700 square feet of total living area (not including basement, garages or porches) in the first two levels above the grade line. A split-level residence being a residence with a difference in elevation between floor levels of not more than 6 feet.

No one-and one-half or two-story residence shall contain less than 1400 square feet of living area on the first floor and 800 square feet of living area on the second floor, not including basement, garages, and porches.

No residence shall be erected on Lots (8) to (16), inclusive, within said addition containing less than the following living spaces:

No one-story residence shall be erected containing less than 2000 square feet of living space on the first floor, not including basement, garages or porches.

No split-level residence shall be constructed having less than 2000 square feet of living area, not including basement, garages or porches, in the first two levels above the grade line. A split-level residence being a residence with a difference in elevation between floor levels of not more than 6 feet.

No one-and one-half or two-story residence shall contain less than 1600 square feet of living space on the first floor and

and 800 square feet of living space on the second floor, not including basement, garages, or porches.

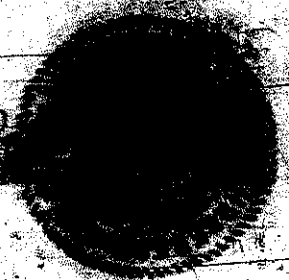
IN WITNESS WHEREOF, said SCHROEDER COMPANY has hereunto set its name and Corporate Seal this 29th day of August, 1958.

ATTEST:

Jesse L. Schroeder
Secretary

SCHROEDER COMPANY

BY Jesse L. Schroeder
President



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 29th day of August, 1958, before me, a Notary Public in and for said County and State, personally appeared Jesse L. Schroeder, to me known to be the identical person who executed the foregoing instrument as President of Schroeder Company, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Schroeder Company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 29th day of August, 1958.



Thomas J. O'Connor
Notary Public.

My Commission Expires April 28th, 1963

7. Sept 1958 IS 38,956.00 THOMAS J. O'CONNOR, REGISTER OF DEEDS. 7.50

WITNESSES: That the Party of the First Part is the owner of the property known as Historical Estates which is located on 7th Street, immediately North of West Center Street in Douglas County, Nebraska, and is dividing said property into sixteen lots or homesteads to be zoned as residential, each lot to be improved by a single family dwelling. As a part of said improvement the Owner is installing a sanitary sewer system to serve said property and desires to connect said sewer system to the District's outlet sewer and desires the District to accept and dispose of the sanitary sewage emptied therein. The District is willing to permit said connection and handle the sanitary sewage as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, it is agreed between the parties as follows:

1. The Owner agrees to install at its own expense a sewer line to serve the above described property which sewer line shall be installed in accordance with the plans and specifications approved by Henningson, Durbin & Richardson, Inc., engineers for the District, and on completion of the sewer line and before connecting the same to the District's system, the line shall be inspected by the District's engineers and the Owner's engineer shall certify that the system was installed in accordance with the plans and specifications approved by the District's engineer.

2. The District grants permission to the Owner to connect the above described property to the District's sewer system at a point approved by the District on the terms and conditions herein stated and the District agrees to accept and dispose of the sanitary sewage emptied into the system on account of said connection. The Owner agrees that any sanitary sewage

shall be carried into the sewer system and the Owner agrees that no surface water or water collected from his contributing shall be carried into the sewer system.

3. The Owner agrees to abide by all the rules and regulations of the District applicable to persons located within the District the same as though the above property was annexed to and was a part of the District.

4. In consideration of the District providing the above connection and disposing of the sanitary waste, the Owner agrees to pay the District a connection charge of \$3000.00, on execution of this agreement, and in addition thereto to pay annually the following amounts:

(a) A sum equivalent to the annual service charge applicable to each single family unit located within the District, and

(b) A sum equivalent to the mill levy assessed for the current year by the District applied to the assessed value of the Owner's property.

The service charge for 1958 shall be paid as each dwelling located on the Owner's property is connected to the system and the sum equivalent to the mill levy for the year 1958 shall be paid on the connection to the District's system. Thereafter, the amount of the service charge and mill levy shall be paid in advance on January 1st of each year, based upon the number of dwellings connected to the system on that date. If additional dwellings are connected during the calendar year, the service charge shall be paid at the date of each connection, and if made after July 1st of the calendar year, the service charge shall be 50% of the regular service charge. The Owner agrees to keep records showing the date of each connection and make the said records available to the District.

5. This contract shall be for the benefit of the Owner and any subsequent purchaser of any lot in Timberlane Estates. If any lot or parcel of ground in Timberlane Estates is sold by the Owner, each subsequent owner shall be bound by the provisions of this agreement and shall assume the payment of the charges allocated to said lot falling due subsequent to the date of the new owner acquiring title and Schroeder Company shall have no obligation for

the payment due from the subscription contract. If the Owner or its successor in title fails to pay the charges, the District may collect the same by action, or at ten days' notice may discontinue all further sewer service herein granted.

6. The Owner shall be responsible for the maintenance of its sewer system to the point of connection with the District's outlet sewer.

7. If at any time the District can legally annex the above property the Owner and its successors in title on request of the District will execute the necessary petition for annexation so that the above property will be annexed to and become a part of the District, and the Owner will convey the sewer systems constructed by the Owner to the District without further compensation. On such annexation this contract shall terminate.

8. It is understood and agreed that the District's outlet sewer to which the Owner will make connection was constructed by Bridgeford Realty Company and they have certain interests in said outlet sewer. The Owner has obtained Bridgeford Realty Company's consent to the foregoing connection.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement in duplicate as of the day and year first above written.

SANITARY AND IMPROVEMENT DISTRICT NO. 6
OF DOUGLAS COUNTY, NEBRASKA

By: W. A. Scott-Holmes President

Attest: [Signature] Clerk

PARTY OF THE FIRST PART

SCHROEDER COMPANY

By: [Signature]

PARTY OF THE SECOND PART

On this 1st day of August, 1963, before me, the undersigned, a Notary Public in and for said County, personally appeared _____, known to me to be the person whose name is affixed to the foregoing instrument as being of the second part and acknowledged the execution of same to be the voluntary act and deed of said Schneider Company for the purpose therein expressed and that the Corporate Seal of the said Schneider Company was thereto affixed by its authority.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal on the day and date last above written.

Walter M. Young

April 25th 1963

13

15

August 3, 1963

NOTARIAL PUBLIC IN AND FOR THE COUNTY OF DOUGLAS, NEBRASKA
THOMAS J. O'CONNOR, REGISTRAR IN CHIEF

25

121-248

Document No. 55th of November, 1944.
Del. R. E. Lister Del. R. E. Lister

Document No. 19th of November, 1944.
Del. R. E. Lister Del. R. E. Lister

STATE OF MISSISSIPPI

COUNTY OF MISSISSIPPI

On this 15th day of October, 1944, before me,

the undersigned, a Notary Public in and for said State and County, personally came

Ernest E. Schach General Manager

Walter Caebler, Jr. Assistant Secretary

and after reading to them the foregoing instrument and explaining the contents thereof to them, they acknowledged to me that they executed the same for the purposes and consideration therein expressed and that the copy of the same as hereinafter set forth is a true and correct copy of the original.

Witness my hand and official seal at this City, Mississippi, this 15th day of October, 1944.

Donald J. Lister

On this 30th day of December, 1944, before me,

the undersigned, a Notary Public in and for said State and County, personally came

Ernest E. Schach General Manager

Walter Caebler, Jr. Assistant Secretary

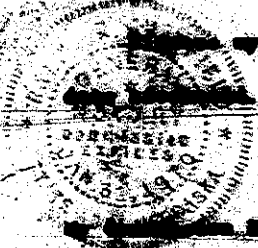
and after reading to them the foregoing instrument and explaining the contents thereof to them, they acknowledged to me that they executed the same for the purposes and consideration therein expressed and that the copy of the same as hereinafter set forth is a true and correct copy of the original.

PAGE THREE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

BOOK 421 PAGE 247

On this 25 day of November, 1944, before me,
the undersigned, a Notary Public in and for the County and State, personally came
Eula E. Gustafson and Jean E. Gustafson, husband and wife, known personally to me
to be the same and identical persons whose names are affixed to the above
instrument and acknowledged the execution thereof to be their voluntary act
and deed for the purposes therein set forth.



Witness my hand and official seal at Omaha, Nebraska, in said County, this

Ralph K. Chatfield
Notary Public

My Commission Expires: January 21, 1970

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

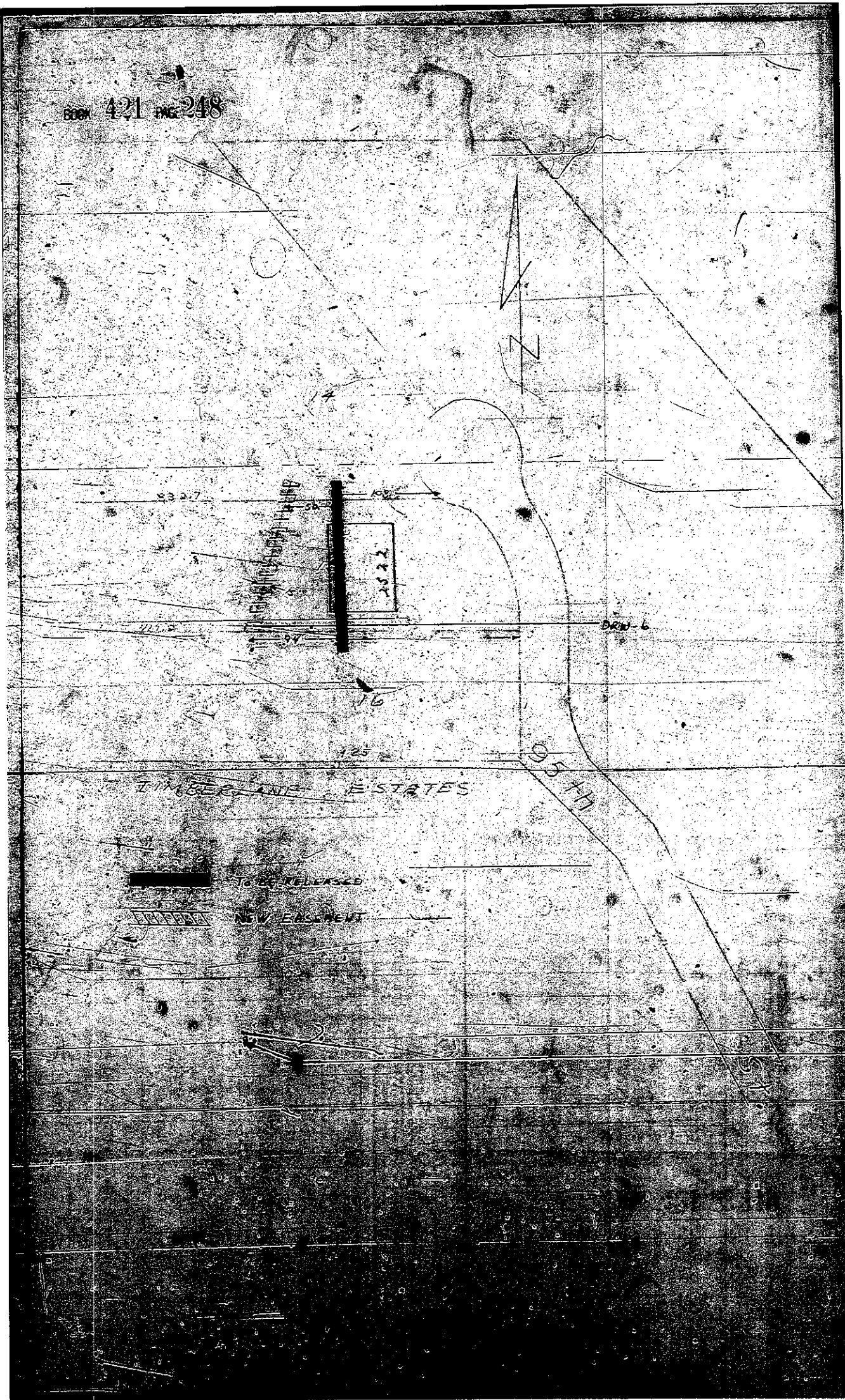
On this 19th day of NOVEMBER, 1944, before me,
the undersigned, a Notary Public in and for said County and State, personally
came the above, William E. Booth and Catherine J. Booth, husband and wife, to me
personally known to be the same and identical persons whose names are affixed to
the above instrument, and they acknowledged their signing thereof to be their
voluntary act and deed for the purposes therein set forth.

Witness my hand and official seal at Omaha, Nebraska, in said County, this

Daniel J. Simon

April 6, 1965





TIMBERLAND ESTATES

TO BE RELEASED

NEW EASEMENT

BOOK 421 PAGE 249

Delaplanche

10

57

16/9/7

For value received, Schroeder Company, a corporation organized under the laws of the State of Nebraska, hereby grants unto Omaha Public Power District and Northwestern Bell Telephone Company jointly, their successors and assigns, the easement to erect and operate, maintain, repair and place poles with necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities, and to extend cables wire for carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message purposes over and under that portion of Lots numbered one to six teen, both inclusive in Timberlane Estates, an addition located within parts of Sections 27, 28 and 34, Township 15 North, Range 12, in Douglas County, Nebraska, as surveyed, platted and recorded as follows:

A strip $7\frac{1}{2}$ feet in width along the rear boundary line of each lot, and a strip $7\frac{1}{2}$ feet in width on each side of the following lines:

In a straight line across Lot 4 from a point on the southerly boundary line, 190 feet easterly from the westerly boundary line, to a point on the northerly boundary line, 153 feet easterly from the westerly boundary line thereof:

In a straight line across Lot 5 from a point on the southerly boundary line 153 feet easterly from the westerly boundary line to a point on the northerly boundary line 112 feet easterly from the westerly boundary line:

In a straight line across Lot 6 from a point on the southerly boundary line 112 feet easterly from the westerly boundary line to a point on the southerly boundary line of Lot 7, 101 feet easterly from the westerly boundary line of Lot 7:

In a straight line across Lot 7 from a point on the southerly boundary line 101 feet easterly from the westerly boundary line to a point on the northerly boundary line 127 feet easterly from the westerly boundary line:

In a straight line across Lot 8 from a point on the southerly boundary line 127 feet easterly from the westerly boundary line to a point on the northerly boundary line 143 feet easterly from the westerly boundary line:

In a straight line across Lot 9 from a point on the southerly boundary line 143 feet easterly from the westerly boundary line to a point on the northerly boundary line 185 feet easterly from the westerly boundary line:

In a straight line across Lot 10 from a point on the southerly boundary line 185 feet easterly from the westerly boundary line to a point on the northerly boundary line 159 feet easterly from the westerly boundary line:

In a straight line across Lot 11 from a point on the southerly boundary line 159 feet easterly from the westerly boundary line to a point on the northerly boundary line 157 feet easterly from the westerly boundary line:

In a straight line across Lot 14 from a point on the northerly boundary line of Lot 14 to a point on the easterly boundary line of Lot 14 approximately 150 feet northerly from the easterly boundary line.

In a straight line across Lot 15 from a point on the northerly boundary line of Lot 15 to a point on the easterly boundary line of Lot 15 approximately 150 feet northerly from the easterly boundary line.

In a straight line across Lot 15 and extending approximately 20 feet northerly into Lot 14 and 20 feet easterly into Lot 16 from a point on the southerly boundary line of Lot 15, 181 feet westerly from the easterly boundary line to a point on the northerly boundary line of Lot 15, 200 feet westerly from the point of intersection of said northerly boundary line with the cul-de-sac.

A strip 5 feet in width on both sides of the common side boundary line between Lots 14 and 15, and the common boundary line between Lots 15 and 16.

IN WITNESS WHEREOF, said Schroeder Company has caused these presents to be executed and its corporate seal to be attached hereto this 7 day of August, 1958.

ATTEST:

SCHROEDER COMPANY

Jesse L. Schroeder
Secretary

By *Jesse L. Schroeder*

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 7 day of August, 1958 before me, a Notary Public in and for said County and State, personally appeared JESSE L. SCHROEDER, to me known to be the identical person who executed the foregoing instrument as President of Schroeder Company, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Schroeder Company.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal this 4th day of August, 1958.

Walter M. Young
Notary Public

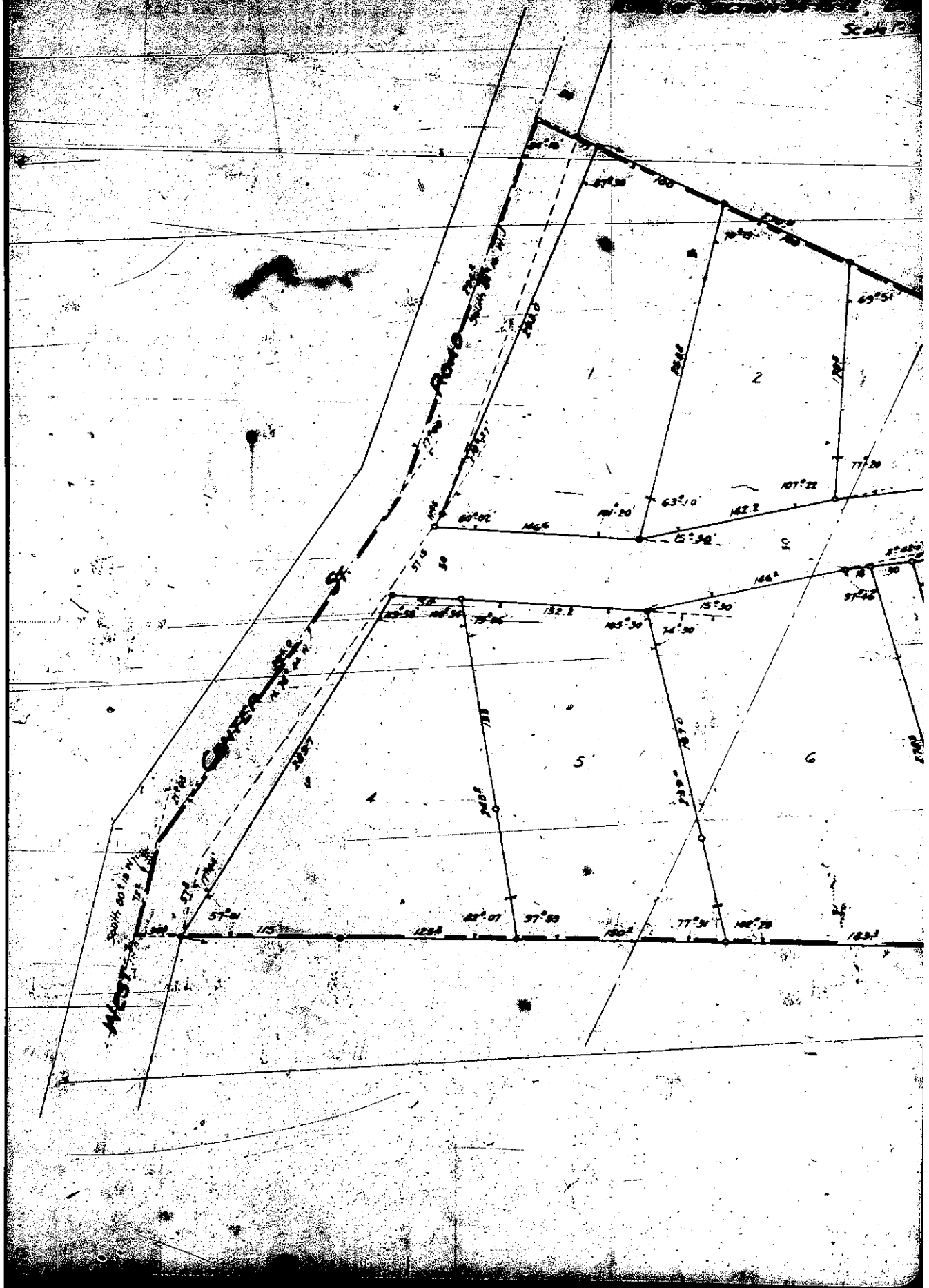


14-15 AUGUST 1958 AT 2:27 P.M. THOMAS J. CONNOR, REGISTER OF DEEDS 95

TIMBERLAND

Part of Section 34-15-12, 10N
Range of Section 34-15-12, 10N

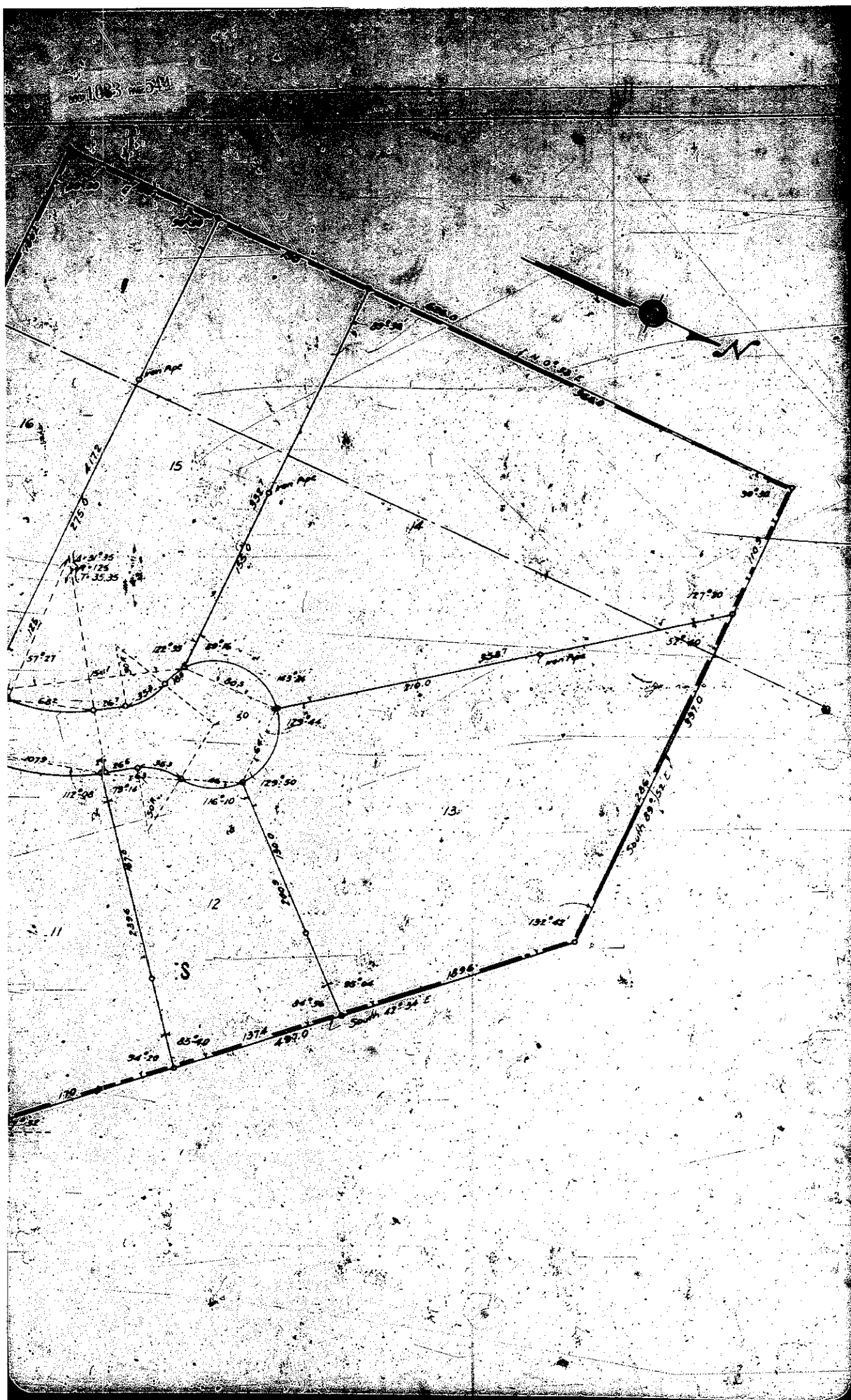
Scale 10'



ESTATES

OF STATE OF CALIFORNIA
FROM 1815-12 PART OF
LOS ANGELES COUNTY, TEXAS.





Feb 19th 1958
I, hereby certify that the street
is graded full width to a grade
approved by the City Engineer of
the City of Omaha, Nebr.

Howard Thomas Engineering Co

Howard J. Thomas
Surveyor

This plat of "Timberlane Estates" was approved
on this 4th day of February 1958

D. P. Allen
Acting City Engineer

This plat of "Timberlane Estates" was approved
by the City Planning Board of the City of Omaha, Nebr.
on this 8th day of Feb 1958

John E. Blum
Chairman

Omaha, Nebr. Feb 23rd 1958
This is to certify that I find no regular
taxes due or unpaid upon the land described in the
Certificate and embraced in this plat of "Timberlane Estates"
as shown by the records of this office.

Samuel J. Rasmussen
City Auditor

This plat of "TIMBERLANE ESTATES" was approved
and accepted by the City Council of the City of Omaha,
Nebr. on this 11th day of February 1958.

John P. Rasmussen
W. P. Rasmussen
President of City Council

Attest
M. J. Rasmussen
City Clerk

Plat and Dedication,
Filed 3-13-58, in Book 1033 at Page 542, 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

No Easement
on Plat

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 _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Any additional info.

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Dated 8-29-58 Filed 9-8-58, in Book 334 at Page 321, 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

As shown in Easement 333-619

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 _____ 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

Any additional info.

Easement Right of Way 1st, 2nd or 3rd or _____ Amendment to _____
Dated 8-4-58 Filed 8-15-58, in Book 333 at Page 619, Instrument No. _____

To OPPD, NWBT for 47/11 20' Northerly
from lot 14 and 20 feet southerly into lot 16

Modification Agreement 421-245 10-15-64 1-4-65
Change location of Easement As shown in 333-619
Timberlane Estate,