

**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS**

The following covenants, conditions, restrictions and easements are hereby imposed upon Lots One (1) to Twenty-seven (27), inclusive, Greenbrier, a Subdivision in Douglas County, Nebraska.

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the above described real estate until December 1, 1998.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, 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 violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than on detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than twenty-one thousand (21,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for their approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed, or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

SCHMID, SHAW & DORN  
ATTORNEYS AT LAW  
Omaha, Nebraska

DOM 311-222

6. Prior to the issuance of any building permit, the plans and specifications for the proposed building shall be submitted to the undersigned for examination and approval. All plans and specifications shall be in accordance with the zoning and building regulations of the City of Omaha. All driveways, manholes, curbs, gutters, sidewalks and streets.

7. The ground floor shall contain a total of not less than one thousand square feet of habitable space, exclusive of porches, and shall contain not less than two garages, which may be built in the following sizes and areas:

- 1400 square feet for one-story or split-level dwellings.
- 1200 square feet for two and one-half story houses.

For each single-family dwelling there must also be erected a private garage for not less than two cars, and no more than three cars.

8. No horse stable shall be erected for less than two acres of more than four. It shall not be higher than one story, not less than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential structures (see #4).

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width, provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

10. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned, or if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District, The Peoples Gas Co., and all public utility companies now or hereafter operating within said addition, their successors and assigns, to go on, over, and under a five foot strip of land along all rear and side lines of all lots in said addition, said license being granted for the use and benefit of all present and future owners of lots in said addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 20 day of Feb, 1961.

*Frank R. Krejci*  
*Barbara L. Krejci*

STATE OF NEBRASKA }  
County of Douglas }

Before me, a notary public, qualified for said county, personally came, Frank R. Krejci and Barbara L. Krejci, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on January 20, 1961.

*George J. Schmid*  
SCHMID, SHAW & FRED

NOTARY PUBLIC

ATTESTED AS LAW

OMAHA, NEBRASKA

10-35

NOTARIAL SEAL: A circular seal with the text "NOTARIAL SEAL" around the perimeter, "GEORGE J. SCHMID, NOTARY PUBLIC" in the center, and "OMAHA, NEBRASKA" below it.

NOTARIAL STAMP: A rectangular stamp with the text "NOTARIAL STAMP" at the top, "NOTARIAL SEAL" in the center, and "OMAHA, NEBRASKA" at the bottom.

NOTARIAL STAMP: A rectangular stamp with the text "NOTARIAL STAMP" at the top, "NOTARIAL SEAL" in the center, and "OMAHA, NEBRASKA" at the bottom.

WAIVER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned  
FRANK R. KREJCI, developer of GREENBRIER, a Subdivision in Doug-  
las County, Nebraska, does hereby relinquish, waive and release  
his rights under those "Protective Covenants" hereinafter cited  
to waive the requirements of said Protective Covenants in "un-  
usual circumstances or to prevent undue hardship; further, to  
require the submission of building plans upon lots in such Sub-  
division to him for approval prior to commencement of construc-  
tion; and further, the right to repurchase any lot upon which  
construction of a residence is not commenced within one year,  
or completed within eighteen months, after the purchase there-  
of from developer. (For Legal description see Exhibit "A")

Attached hereto)				
Date Executed	Date Filed	Book	Page	Miscellaneous
2-20-61	2-24-61	363	271	Records of
4-06-64	4-15-64	411	89	Douglas County
5-05-70	5-15-70	489	449	
9-18-72	9-21-72	514	255	
9-18-72	1-15-73	517	733	
9-18-72	1-15-73	517	735	

This Waiver and Release is effective as to all platted lots within the subdivision known as Greenbrier, as surveyed, platted, replatted and recorded in Douglas County, Nebraska.

DATED this 25<sup>th</sup> day of November, 1975.

Frank R. Krejci  
Frank R. Krejci

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS

On this 25 day of November, 1975, before me, a Notary Public duly commissioned and qualified in said County, personally came FRANK R. KREJCI, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year  
last above written.

Henry Gerst  
Notary Public



Book 558 page 396

EXHIBIT "A"

Lots One (1) through Forty-seven (47), inclusive, Lots Fifty-three (53) through Seventy-two (72), inclusive, and Lots Seventy-six (76) through One Hundred Six (106), inclusive, Greenbrier, a subdivision in Douglas County, Nebraska.

RECEIVED

1975 DEC -2 PM 3:50

C. HAROLD OSTERL  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA  
DOUGLAS COUNTY  
Filed in Register of Deeds  
and record in the office of the Register of  
Deeds of said County and recorded in  
Book 558 of Deeds  
Page 295

C. Carroll Osterl

Register of Deeds	Deputy
by	
MUL	
1975 DEC 2 PM 3:50	
GRN.RG.	
Compared	Fee 20.00
C. Carroll Osterl	

1975 DEC 2 PM 3:50

