

CONSENT AND RATIFICATION TO PLAT AND DEDICATION OF RAMBLEWOOD REPLAT II

WHEREAS, Charles G. Smith, Trustee caused a plat known as Ramblewood Replat II to be filed with the Douglas County Register of Deeds on the 20th day of January, 1976, which plat was filed of record at Book 1536 Page 401, and;

WHEREAS, Advance Builders, Inc., a Nebraska Corporation was an owner of property with the platted area at that date but did not join in the execution thereof and disposition of the property in accordance therewith, but desires to do so at this time, and;

WHEREAS, John J. Smith and Wesley Snodgrass, Co-Trustees became owners of property within the platted area subsequent to the platting and desire to satisfy and confirm the platting.

NOW THEREFORE COMES NOW, Advance Builders, Inc., a Nebraska Corporation, John J. Smith and Wesley Snodgrass, Co-Trustees and consent to satisfy and confirm the plat known as Ramblewood Replat II and the dedication made therewith, which was filed of record on the 20th day of January, 1976, and found on Book 1536 Page 401 Deeds of Records of the Douglas County Register of Deeds.

Dated this 4th day of March, 1976.

ADVANCE BUILDERS, INC.

BY [Signature] President

ATTEST:

\_\_\_\_\_

[Signature] John J. Smith, Co-Trustee

[Signature] Wesley Snodgrass, Co-Trustee

COUNTY OF DOUGLAS) ) ss. STATE OF NEBRASKA)

On this 5th day of March, 1976, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came John J. Smith to me known to be the President of said Corporation subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation. Witness my hand and Notarial Seal the day and year last above written.

[Signature] Notary Public

Subscribed and sworn to before me this 5th day of March, 1976

[Signature] Notary Public

JUDITH DIENSTONER GENERAL PUBLIC Notary Public My Commission Expires June 2, 1976

40.00 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA AT 3:35 PM. C. HAROLD OSTLER, REGISTER OF DEEDS DAY OF 1976

82-77/etc

BOOK 562 PAGE 162

VACATION OF RAMBLEWOOD REPLAT

WHEREAS, Charles G. Smith, Trustee was on the 10th day of September, 1973, the sole and only owner of the property comprising the Ramblewood Replat more particularly described as follows:

Lots 331 through 344, inclusive; Lots 347 through 349, inclusive; Lots 362 through 378, inclusive; Lots 386 through 388, inclusive; Lots 393 through 421, inclusive; Lots 423 through 433, inclusive; Lots 436 through ~~456~~, inclusive.

Being a Replat of Lots 331 through 344, inclusive; Lots 347 through 349, inclusive; Lots 362 through 378, inclusive; Lots 386 through 388, inclusive; Lots 393 through 421, inclusive; Lots 423 through 433, inclusive; Lots 436 through 456, inclusive Ramblewood Replat as surveyed and recorded, together with Lots 19 and 20, Lots 54 through 65, inclusive; Lots 235 through 238, inclusive; Lots 253 through 264, inclusive; Lots 304 through 320, inclusive; Lots 323 through 325, inclusive Ramblewood as surveyed, platted and recorded in Douglas County, Nebraska.

AND WHEREAS, Harold A. Claussen and Leona A. Claussen, Husband and Wife, Dorothy W. McArdle and Henry P. McArdle, Wife and Husband, William B. Champerby and Evelyn Johnson, Husband and Wife, and George Thomsen, Jr., and Rosella Thomsen, Husband and Wife had an interest in said property by virtue of a mortgage filed with the Register of Deeds on the 23rd day of June, 1971 at Book 1881 Page 615 which mortgage was released of record on the 5th day of December, 1975 by documents filed at Book 2080 Page 739 mortgage records of the Douglas County Register of Deeds, and;

WHEREAS, Charles G. Smith, Trustee on the 10th day of September, 1975, caused the property described above to be replatted with the plat known as Ramblewood Replat II which was filed of record on the 20th day of January, 1976 at Book 1536 Page 401, and;

WHEREAS, it is necessary to vacate the Ramblewood Replat in order to properly file Ramblewood Replat II.

NOW THEREFORE COMES NOW, Charles G. Smith, Trustee and pursuant to the provisions of R.R.S. Nebraska, 1943 as amended Section 17-419 and vacates the Ramblewood Replat filed of record September 10, 1973, at Book 1488 Page 499.

Dated this 4th day of March, 1976.

*[Signature]*  
Charles G. Smith, Trustee

COUNTY OF DOUGLAS)  
) ss.  
STATE OF NEBRASKA)

Subscribed and sworn to before me this 5th day of March, 1976.

*[Signature]*  
Notary Public

JUDITH DIENSTBIER  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
June 2, 1976

331

40.00  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA AT 3:38 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS  
5 DAY OF March 1976

83-440

BOOK 564 PAGE

PROTECTIVE COVENANTS

Advance Builders, Inc., a Nebraska corporation, and Charles G. Smith, Trustee, owners of all of the real estate contained in Ramblewood Replat II, a Subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded and as described as follows:

Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive;  
Lots 362 thru 378, inclusive;  
Lots 386 thru 388, inclusive;  
Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive;  
Lots 436 thru 506, inclusive.  
Being a Replat of Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive; Lots 362 thru  
378, inclusive; Lots 386 thru 388,  
inclusive; Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive; Lots 436  
thru 456, inclusive; Ramblewood Replat as  
Surveyed, Platted and Recorded, Together  
with Lots 19 and 20, Lots 54 thru 65, inclusive,  
Lots 235 thru 238, inclusive; Lots 253 thru  
264 inclusive; Lots 304 thru 320, inclusive;  
Lots 323 thru 325, inclusive Ramblewood as  
Surveyed, Platted and Recorded in Douglas  
County, Nebraska.

do hereby state, publish and declare that said real estate be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots described herein except as noted hereafter shall be known, described and used solely as residential lots and no structures shall be erected on any residential lot other than one detached single-family dwelling, not to exceed two stories in height, excepting only public and parochial schools and publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums and fire stations.

2. No building shall be erected in any building lot nearer than 30 feet to the front lot line nor nearer than 5 feet to any side line, except that on corner lots no building shall be erected nearer than 10 feet to the side street line. These

covenants shall not be construed to permit violation of any of the setback ordinance requirements of the City of Elkhorn Douglas County, Nebraska.

3. No residential lot shall be resubdivided into a building plot of less than 6,000 square feet of area or a width of less than 60 feet at the building line and any resubdivided lot shall be limited to a one-family dwelling.

4. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No permanent building or tree shall be placed in said easements or any existing easement on said subdivision, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restriction against building upon utility easements within five feet of side lot line shall apply only to the outside lot lines where an owner owns two or more contiguous lots and uses an area greater than one lot for a single building site.

5. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds, and undergrowth.

6. The minimum square foot finished living space area on the main floor for all houses, excepting two-story houses, exclusive of garages, porches, breezeways and finished basements shall not be less than the following:

(a) On Lots 365 through 369, inclusive; on Lots 436 through 458 inclusive; on Lots 473 through 479 inclusive; 482 through 488 inclusive; One Thousand One Hundred and Fifty (1,150) square feet.

(b) On Lots 332 through 337 inclusive; on Lots 386 through 388 inclusive; on Lots 393 through 416 inclusive; on Lots 489 through 501 inclusive and on Lot 506, One Thousand (1,000) square feet.

(c) On Lots 338 through 344 inclusive; on Lots 347 through 349 inclusive; on Lots 362 through 364 inclusive; on Lots 370 through 378 inclusive; on Lots 417 through 421 inclusive; on Lots 423 through 433 inclusive; on Lots 459 through 472; One Thousand and Fifty (1,050) square feet.

(d) On Lots 331, 480, 481 and Lots 502 through 505, inclusive, One Thousand Two Hundred (1,200) square feet.

(e) Two-story dwelling shall have a ground floor space exclusive of garages, breezeways and finished basements of Seven Hundred (700) square feet. All other structures shall be in the rear of the dwelling house, shall be sightly, neat, and of a character to enhance the value of the property.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be built or used as a residence.

8. Any dwelling shall be completed on the exterior at least within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

9. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

10. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for any commercial purpose.

11. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the

streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

12. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and dwelling of not less than ten feet in width. In addition, all lots shall have a sidewalk constructed immediately adjacent to the front lot line of each lot a minimum of three (3) feet wide to be constructed of Portland Cement or other approved materials.

13. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles.

14. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

15. These covenants shall run with the land and be binding upon all persons for a period of Thirty-Five (35) years from the date hereof.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The right to enforce these covenants is hereby specifically given to any owner of property located within the subdivision, or any resident or property owner located within the official city limits of the City of Elkhorn.

17. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling. For the purposes of this paragraph, however, the term

"basement" shall include garages of garage-under dwellings. Also for the purposes of this paragraph the term "main floor" shall not include dwelling areas devoted to cantilever overhangs or slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date. It is the purpose and intent of this paragraph to forbid construction of dwelling houses partially with full basement areas and partially with "crawl spaces".

18. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

19. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns and grantees and further to each owner of property.

20. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Ramblewood or any resident of the City of Elkhorn, Nebraska any liability, obligation or requirement to enforce these covenants.

IN WITNESS WHEREOF, we have executed this instrument at Elkhorn, Douglas County, Nebraska this 12<sup>TH</sup> day of MAY, 1976.

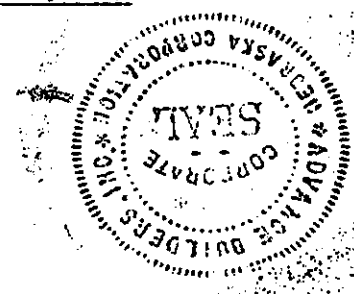
ADVANCE BUILDERS, INC.

[Signature]  
CHARLES G. SMITH, TRUSTEE

By [Signature] PRES.

ATTEST:

[Signature]  
Secretary



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

Now on this 12<sup>TH</sup> day of MAY, 1976, before me, a Notary Public, duly commissioned in and for the County of Douglas, personally came Charles G. Smith, Trustee, and JOHN J. Smith, of Advance Builders, Inc., a Nebraska corporation, known to me to be the identical persons who subscribed their names to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

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

Barbara S. Wilson  
Notary Public



BARBARA S. WILSON  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
February 1, 1977

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RECEIVED  
MAY 12 1976 PM 1:35  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }  
Douglas County }  
Filed in Numerical Index and filed  
for Record in the Office of the Register of  
Deeds of said County and recorded in  
Book 564 of Maize  
Page 685

68187

C. Harold Oatton

Register of Deeds

By \_\_\_\_\_ Deputy  
MAIL Advance Builders, Inc.  
8425 Robinson  
N. 83-440 G.P.N. 500  
Compared \_\_\_\_\_ Fee 55

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REVISION AND AMENDMENT TO PROTECTIVE COVENANTS

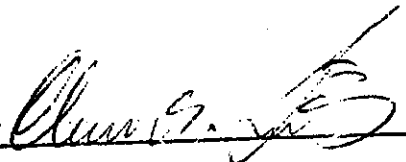
The undersigned being owners of all property located within Ramblewood Subdivision, a subdivision in Douglas County, Nebraska and Ramblewood replat II, a subdivision in Douglas County, Nebraska do hereby amend all protective covenants previously filed against the described property; said covenants being those filed at Book 511, Pages 503 through 508 inclusive; Book 548, Page 57 through 61 inclusive; and Book 564, Pages 685 through 690 inclusive, as follows:

That notwithstanding any provision in the covenants to the contrary nothing contained in said covenants shall prevent the present or any future owners of the aforescribed property from constructing out buildings on their property for the storage of general yard maintenance equipment and the like. Nothing in these covenants shall supercede the right of the City of Elkhorn to require building permits for the construction of said structures nor shall this amendment be construed to waive any existing front, back or side yard requirements set forth in the prior protective covenants or any ordinance of the City of Elkhorn to the contrary.

All other terms and conditions of the previously filed protective covenants as set forth above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Protective Covenants this 30th day of March, 1978.

ADVANCE BUILDERS, INC.



A handwritten signature in cursive script, appearing to read "Charles G. Smith", is written over a horizontal line.

BY: CHARLES G. SMITH, TRUSTEE

597 675

APR 26 1978

CONSENT

The undersigned being a property owner located within the Ramblewood subdivision, Douglas County, Nebraska, does hereby consent to a revision and amendment to the Protective Covenants as per the attached.

Dated this 24<sup>th</sup> day of April, 1978.

*Dean W. Reed* *Chas. P. H.*  
*Farmer Home* *attn: [unclear]*

83-440

BOOK 564 PAGE

PROTECTIVE COVENANTS

Advance Builders, Inc., a Nebraska corporation, and Charles G. Smith, Trustee, owners of all of the real estate contained in Ramblewood Replat II, a Subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded and as described as follows:

Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive;  
Lots 362 thru 378, inclusive;  
Lots 386 thru 388, inclusive;  
Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive;  
Lot 436 thru 506, inclusive.  
Being a Replat of Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive; Lots 362 thru  
378, inclusive; Lots 386 thru 388,  
inclusive; Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive; Lots 436  
thru 456, inclusive; Ramblewood Replat as  
Surveyed, Platted and Recorded, Together  
with Lots 19 and 20, Lots 54 thru 65, inclusive,  
Lots 235 thru 238, inclusive; Lots 253 thru  
264 inclusive; Lots 304 thru 320, inclusive;  
Lots 323 thru 325, inclusive Ramblewood as  
Surveyed, Platted and Recorded in Douglas  
County, Nebraska.

do hereby state, publish and declare that said real estate be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots described herein except as noted hereafter shall be known, described and used solely as residential lots and no structures shall be erected on any residential lot other than one detached single-family dwelling, not to exceed two stories in height, excepting only public and parochial schools and publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums and fire stations.

2. No building shall be erected in any building lot nearer than 30 feet to the front lot line nor nearer than 5 feet to any side line, except that on corner lots no building shall be erected nearer than 10 feet to the side street line. These

8-16-13

covenants shall not be construed to permit violation of any of the setback ordinance requirements of the City of Elkhorn Douglas County, Nebraska.

3. No residential lot shall be resubdivided into a building plot of less than 6,000 square feet of area or a width of less than 60 feet at the building line and any resubdivided lot shall be limited to a one-family dwelling.

4. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No permanent building or tree shall be placed in said easements or any existing easement on said subdivision, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restriction against building upon utility easements within five feet of side lot line shall apply only to the outside lot lines where an owner owns two or more contiguous lots and uses an area greater than one lot for a single building site.

5. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds, and undergrowth.

6. The minimum square foot finished living space area on the main floor for all houses, excepting two-story houses, exclusive of garages, porches, breezeways and finished basements shall not be less than the following:

(a) On Lots 365 through 369, inclusive; on Lots 436 through 458 inclusive; on Lots 473 through 479 inclusive; 482 through 488 inclusive; One Thousand One Hundred and Fifty (1,150) square feet.

(b) On Lots 332 through 337 inclusive; on Lots 386 through 388 inclusive; on Lots 393 through 416 inclusive; on Lots 489 through 501 inclusive and on Lot 506, One Thousand (1,000) square feet.

(c) On Lots 338 through 344 inclusive; on Lots 347 through 349 inclusive; on Lots 362 through 364 inclusive; on Lots 370 through 378 inclusive; on Lots 417 through 421 inclusive; on Lots 423 through 433 inclusive; on Lots 459 through 472; One Thousand and Fifty (1,050) square feet.

(d) On Lots 331, 480, 481 and Lots 502 through 505, inclusive, One Thousand Two Hundred (1,200) square feet.

(e) Two-story dwelling shall have a ground floor space exclusive of garages, breezeways and finished basements of Seven Hundred (700) square feet. All other structures shall be in the rear of the dwelling house, shall be sightly, neat, and of a character to enhance the value of the property.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be built or used as a residence.

8. Any dwelling shall be completed on the exterior at least within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

9. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

10. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for any commercial purpose.

11. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the

streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

12. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and dwelling of not less than ten feet in width. In addition, all lots shall have a sidewalk constructed immediately adjacent to the front lot line of each lot a minimum of three (3) feet wide to be constructed of Portland Cement or other approved materials.

13. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles.

14. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

15. These covenants shall run with the land and be binding upon all persons for a period of Thirty-Five (35) years from the date hereof.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The right to enforce these covenants is hereby specifically given to any owner of property located within the subdivision, or any resident or property owner located within the official city limits of the City of Elkhorn.

17. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling. For the purposes of this paragraph, however, the term

"basement" shall include garages of garage-under dwellings. Also for the purposes of this paragraph the term "main floor" shall not include dwelling areas devoted to cantilever overhangs or slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date. It is the purpose and intent of this paragraph to forbid construction of dwelling houses partially with full basement areas and partially with "crawl spaces".

18. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

19. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns and grantees and further to each owner of property.

20. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Ramblewood or any resident of the City of Elkhorn, Nebraska any liability, obligation or requirement to enforce these covenants.

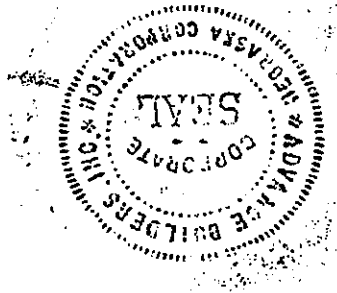
IN WITNESS WHEREOF, we have executed this instrument at Elkhorn, Douglas County, Nebraska this 12<sup>TH</sup> day of MAY, 1976.

[Signature]  
CHARLES G. SMITH, TRUSTEE

ADVANCE BUILDERS, INC.

By [Signature] PRES.

ATTEST:  
[Signature]  
Secretary



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS)

Now on this 12<sup>TH</sup> day of MAY, 1976, before me, a Notary Public, duly commissioned in and for the County of Douglas, personally came Charles G. Smith, Trustee, and John T. Smith, of Advance Builders, Inc., a Nebraska corporation, known to me to be the identical persons who subscribed their names to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

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

Barbara S. Wilson  
Notary Public



BARBARA S. WILSON  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
February 1, 1977

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Maise

RECEIVED  
MAY 12 1976 PM 1:35  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }  
Douglas County }  
Filed in Numerical Index and filed  
for record in the office of the Register of  
Deeds of said county and recorded in  
Book 564 of Final  
Page 685

28187

Charles G. Smith

Register of Deeds

By \_\_\_\_\_  
Deputy

MAIL Advance Builders Inc  
825 Robinson  
N 83-440 G.P.O.  
Compared \_\_\_\_\_ Fee 5.00

83  
11/10



REVISION AND AMENDMENT TO PROTECTIVE COVENANTS

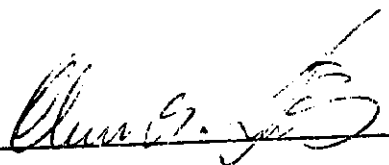
The undersigned being owners of all property located within Ramblewood Subdivision, a subdivision in Douglas County, Nebraska and Ramblewood replat II, a subdivision in Douglas County, Nebraska do hereby amend all protective covenants previously filed against the described property; said covenants being those filed at Book 511, Pages 503 through 508 inclusive; Book 548, Page 57 through 51 inclusive; and Book 564, Pages 685 through 690 inclusive, as follows:

That notwithstanding any provision in the covenants to the contrary nothing contained in said covenants shall prevent the present or any future owners of the aforescribed property from constructing out buildings on their property for the storage of general yard maintenance equipment and the like. Nothing in these covenants shall supercede the right of the City of Elkhorn to require building permits for the construction of said structures nor shall this amendment be construed to waive any existing front, back or side yard requirements set forth in the prior protective covenants or any ordinance of the City of Elkhorn to the contrary.

All other terms and conditions of the previously filed protective covenants as set forth above shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Protective Covenants this 30th day of March, 1978.

ADVANCE BUILDERS, INC.

  
\_\_\_\_\_

BY: CHARLES G. SMITH, TRUSTEE

597 675

APR 26 1978

CONSENT

The undersigned being a property owner located within the Hamblewood subdivision, Douglas County, Nebraska, does hereby consent to a revision and amendment to the Protective Covenants as per the attached.

Dated this 24<sup>th</sup> day of April, 1978.

*James W. Reed* *Chairman*  
*Home Administration*

The attached Revision and Amendment to Protective Covenants is to be filed against the following lots in Douglas County, Nebraska:

RAMBLEWOOD

Lots 1 through 18	18
Lots 21 through 53	33
Lots 74 through 110	37
Lots 124 through 125	2
Lots 138 through 193	56
Lots 221 through 225	5
Lots 278 through 280	3
Lots 326 through 330	<u>5</u>
	159

RAMBLEWOOD REPLAT

Lots 345 through 346	2
Lots 350 through 361	12
Lots 379 through 385	7
Lots 389 through 392	4
Lot 422	1
Lots 434 through 435	<u>2</u>
	28

RAMBLEWOOD REPLAT II

Lots 331 through 344	14
Lots 347 through 349	3
Lots 362 through 378	17
Lots 386 through 388	3
Lots 393 through 421	29
Lots 423 through 433	11
Lots 436 through 506	<u>71</u>
	148

The total number of lots which the amended Protective Covenants is to be filed against is 335.

*17 Mail.*

RECEIVED  
 1970 MAY 22 AM 11:57  
 COUNTY CLERK  
 DOUGLAS COUNTY, NEBR.

Book 597  
 Page 674  
 of 688

Fee 128.75  
 Index  
 Comped  
 82-21102  
 82-8107C  
 83-14021  
 82-77  
 83-AA7

CONSENT AND RATIFICATION  
TO PLAT AND DEDICATION OF  
RAMBLEWOOD REPLAT II

WHEREAS, Charles G. Smith, Trustee caused a plat known as Ramblewood Replat II to be filed with the Douglas County Register of Deeds on the 20th day of January, 1976, which plat was filed of record at Book 1536 Page 401, and;

WHEREAS, Advance Builders, Inc., a Nebraska Corporation was an owner of property with the platted area at that date but did not join in the execution thereof and disposition of the property in accordance therewith, but desires to do so at this time, and;

WHEREAS, John J. Smith and Wesley Snodgrass, Co-Trustees became owners of property within the platted area subsequent to the platting and desire to satisfy and confirm the platting.

NOW THEREFORE COMES NOW, Advance Builders, Inc., a Nebraska Corporation, John J. Smith and Wesley Snodgrass, Co-Trustees; and consent to satisfy and confirm the plat known as Ramblewood Replat II and the dedication made therewith, which was filed of record on the 20th day of January, 1976, and found on Book 1536 Page 401 Deeds of Records of the Douglas County Register of Deeds.

Dated this 4th day of March, 1976.

ADVANCE BUILDERS, INC.

BY [Signature]  
President

ATTEST:

[Signature]  
John J. Smith, Co-Trustee

[Signature]  
Wesley Snodgrass, Co-Trustee

COUNTY OF DOUGLAS)  
) ss.  
STATE OF NEBRASKA)

On this 5th day of March, 1976, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came John J. Smith to me known to be the President of said Corporation subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation. Witness my hand and Notarial Seal the day and year last above written.

[Signature] Notary Public

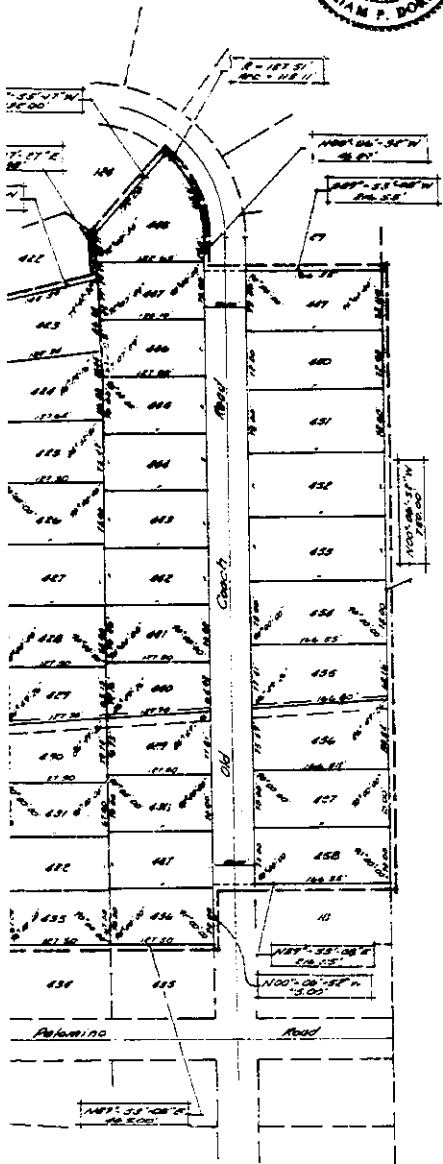
Subscribed and sworn to before me this 5th day of March, 1976

[Signature] Notary Public

JUDITH DISNEY  
GENERAL PUBLIC  
State of Nebraska  
My Commission Expires  
June 2, 1978

ENTERED IN MUNICIPAL INDEX AND RECORDED IN THE REGISTER OF DEEDS IN DOUGLAS COUNTY, NEBRASKA AT 3:35 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 8 DAY OF

I HEREBY CERTIFY THAT I HAVE BEEN A REGISTERED SURVEYOR OF THE STATE OF NEBRASKA SINCE THE YEAR 1900... [Detailed survey description follows]



Sept. 14, 1975

[Signature]

WITNESSETH ALL MEN BY THESE PRESENTS: [Notarization text] THAT CHARLES G. SMITH, TRUSTEE, CHARLES C. SMITH, OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND HEREIN SET FORTH...

[Signature of Charles G. Smith]

ACKNOWLEDGMENTS OF NOTARY STATE OF NEBRASKA) SS ON THIS 15 DAY OF December, 1975, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, COUNTY OF DOUGLAS) [Notary acknowledgment text]

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR PAYABLE, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS 15 DAY OF Dec, 1975.

DEPUTY [Signature] APPROVAL OF VILLAGE BOARD THIS PLAT OF RANDELWOOD REPLAT II WAS APPROVED BY THE VILLAGE OF [Name], NEBRASKA, THIS 15 DAY OF Dec, 1975.

APPROVAL BY VILLAGE BOARD OF NEBRASKA THIS PLAT OF RANDELWOOD REPLAT II WAS APPROVED AND ACCEPTED BY THE PUBLIC BODY OF NEBRASKA, THIS 15 DAY OF December, 1975.

APPROVAL OF NEBRASKA COUNTY BOARD THIS PLAT OF RANDELWOOD REPLAT II WAS APPROVED AND ACCEPTED BY THE PUBLIC BODY OF NEBRASKA, THIS 15 DAY OF December, 1975.

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ENTERED IN NUMERICAL AND RECORDS OF THE REGISTER OF DEEDS IN DOUGLAS COUNTY, NEBRASKA 23 DAY OF Jan, 1976 AT 4:07 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

80.50

# Ramblewood Rep II

**Plat and Dedication**

Filed 1-20-76, in Book 1536 at Page 461, 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 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an 5 foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a 10 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,

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**Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants**

- Protective Covenants
- or

Filed 5-18-76, in Book 564 at Page 685, Instrument No. \_\_\_\_\_

- 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 5 foot wide strip of land abutting the <sup>rear</sup> 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 (Circle One)

Any additional info.

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or Revised Amendment to P/C  
 Dated 3-30-78 Filed 5-22-78 Book 597 at Page 674, Instrument No. \_\_\_\_\_