

DECLARATION OF RESTRICTIVE COVENANTS

1. The original period during which said Covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said Covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said Covenants in whole or in part.
2. Each of the Covenants is in pursuance of a general plan for development and improvement of said "Balla Machree" and each of said Covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear boundary line of said lots.
4. By accepting a deed to any part of said "Balla Machree" the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said Covenants as fully as though said grantee had joined in this declaration.
5. Said premises shall be used and occupied for residence purposes exclusively.
6. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.
7. 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.
8. No trailer, basement, excavation, tent, shack, garage, barn or other out-building erected, constructed or placed on any part of said premises shall at any time be used a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said "Balla Machree" other than one single detached dwelling built thereon, which shall be of wood, stone, brick, cement, stucco or brick masonry construction, and no building shall be located nearer to the front lot line or nearer to side street line than the building set back lines shown on the recorded plat.
10. Garage and other outbuildings on any lot, if detached from the dwelling, shall be built at the rear of the lot and shall conform in architecture with the dwelling and shall be located within 100 feet of the rear lot line.

11. All dirt from the cellar, basement, or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected, shall remain substantially as they are at the date hereof, subject however, to such modifications as may be approved in writing by the undersigned owners.

12. The term "undersigned owners" shall include the heirs and/or devisees of such owners and those to whom such owners shall grant the powers herein reserved to "undersigned owners".

Walter I. Black
Walter I. Black

BY Walter I. Black
Attorney in fact

Byrl M. Black
Byrl M. Black

Don Searle
Don Searle

Elizabeth E. Searle
Elizabeth E. Searle

Henry T. Widsdale
Henry T. Widsdale

Elma G. Melady
Elma G. Melady

E. P. Melady
E. P. Melady

STATE OF NEBRASKA)
Pierced) SS.
COUNTY OF BOSSIER)

On this 30 day of Sept, A.D. 1942, before me, a Notary Public in and for said County, personally came Walter I. Black, Atty in fact for Walter I. Black and Byrl M. Black, personally to me known to be the identical person whose name are affixed to the above and foregoing instrument, and they acknowledged the said instrument and the execution thereof to be their voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my seal at _____ on the day and date last above

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 8 day of October A.D. 1942, before me,
a Notary Public in and for said County, personally came Patma B. Melby and
E. P. Melby, personally to me known to be the identical
person whose name are affixed to the above and foregoing instrument, and
they acknowledged the said instrument and the execution thereof to be their
voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my
notarial seal at Omaha Nebraska on the day and date last above
written.

Mary Roche
Notary Public

My commission expires
3-21-48

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 9th day of October, A.D. 1942, before me,
a Notary Public in and for said County, personally came
Henry J. Reddick, personally to me known to be the identical
person whose name are affixed to the above and foregoing instrument, and
they acknowledged the said instrument and the execution thereof to be their
voluntary act and deed, for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my
notarial seal at _____ on the day and date last above
written.

Elizabeth Prusse
Notary Public

My commission expires

State of Nebraska)
) SS:
COUNTY OF DOUGLAS)

On this 4 day of Nov. A.D. 1942, before me,
a Notary Public in and for said County, personally came Don Beards and
Elizabeth E. Beards, personally to me known to be the identical

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AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Hilma G. Melady and Eugene P. Melady (her husband)
Herbert G. Shaughnessy and Vera G. Shaughnessy (his wife)
Lula M. Vavrick and Leo Vavrick (her husband)
Minnie Schlaifer and Morrie Schlaifer (her husband)
Cleveland S. Simkins and Mary Kathleen Simkins (his wife)
Leigh F. Burwell and Maude F. Burwell, (his wife)

to
Whom it May Concern:

1. The undersigned, who are all of the owners of lots in "Balla Machree", an addition in Douglas County, located in the Southeast quarter of the Southwest quarter of Section 22, Township 15 North, Range 12, East of the 6th P.M. do hereby mutually agree to this amended declaration of restrictive covenants which are to take the place of the restrictive covenants dealing with said addition and appearing in an instrument recorded on November 5, 1942, in Book 170 at Page 127 and do hereby amend and cancel said original restrictive covenants insofar as the same are inconsistent with these substituted restrictive covenants.

2. The original period during which these covenants shall be operative shall begin with the date hereof, and shall expire on the first day of January, 1966. At the expiration of said original period said covenants shall be automatically extended in the same form for successive periods of ten years each unless prior to the expiration of any said period a majority of the then owners of lots in "Balla Machree" agree that said covenants shall not be so extended. Or to amend the same for such extended period.

3. Each of these covenants is in pursuance of a general plan for development and improvement of said "Balla Machree" and each of said covenants shall run with the land and shall bind the premises.

4. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain underground conduits in and a pole line over upon the rear boundary line of said lots.

5. By accepting a deed to any part of said Block A hereinafter the grantee shall thereby bind himself, his heirs, executor, administrators, assigns and grantees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

6. Said premises shall be used and occupied for residential purposes exclusively.

7. No person other than one of one of the white race, shall become an owner or lessee of any part of said premises or, servant of the family living thereon, be granted the right of occupancy therein.

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

9. No livestock, other than ordinary domestic pet animals shall be kept or allowed to remain in said Block A hereinafter.

10. No structure, basement excavation, tent, shack, garage, barn or other out-building erected, constructed, or placed on any part of said premises 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.

50 feet from the east sides of 91st and 92nd Streets; 40 feet from the west sides of 91st and 92nd Streets; 30 feet from Pacific Street; 25 feet from Leavenworth Street and the Drainage and Pedestrian Way, located between Leavenworth and Pacific Streets; and, in the case of lots 40 through 50, 50 feet from 92nd and 93rd Streets and the unnamed street connecting the same. Provided however that in the case of lots 11, 12, 19 and 20, such dwelling may be located as near as, but not less than 25 feet from 91st Street.

12. All foundations above the ground line must be faced completely with brick or stone unless other facing is agreed to by a majority of the then owners of lots in "Balla Nachree".

13. The ground floor area of the main structure erected on any lot in said "Balla Nachree" exclusive of one-story open porches and garages, shall be not less than 1100 square feet in the case of a one story structure nor less than 750 square feet in the case of structure of more than one story, and in the case of structures erected on lots 1 through 5 shall be not less than 1300 square feet in the case of a one story structure nor less than 900 square feet in the case of a structure of more than one story.

14. Any dirt taken from the cellar, basement or other excavation of any lot may be smoothed over and allowed to remain upon said lot, provided however, that the general slopes of said lot after the buildings have been erected shall remain substantially as they are at the date hereof, subject, however, to such modifications as may be approved by a majority of the then owners of lots in "Balla Nachree".

15. A garage and other out-building or structure if detached from the dwelling must be built of the same material and must correspond

5, within 150 feet of 90th Street. Provided however that where it would be impracticable because of the shape or dimensions of said lot to so locate said out-buildings then they may be located in such place upon said lot as may be approved by a majority of the then owners of lots in "Balla Machree".

16. A "majority of the then owners of lots" as used herein shall mean a majority in number of owners regardless of the number of lots owned by them EXCEPT THAT if two or more persons are owners of the same lot, all of such persons shall collectively be considered as one owner and FURTHER EXCEPT THAT so long as Hilma G. Melady or Eugene P. Melady, or the heirs or devisees of either of them own seven or more lots no such majority can be effective for any purpose unless it includes such of them as are then such owners and FURTHER EXCEPT that if substantially all of the lots then owned by them are conveyed to any other person or persons they can by written instrument grant the same veto power, including this power of substitution, to such other person (s) and his successors, heirs and devisees so long as such person(s) and his successors, heirs or devisees own seven or more lots.

*Dated this 7th day of November A.D. 1945.

Hilma G. Melady

Eugene P. Melady

Leah F. Bruner

Maudie F. Bruner

Arthur Bruner

Mary Kathleen Simchen

Leo Varriak

John M. Varriak

John J. Dougherty

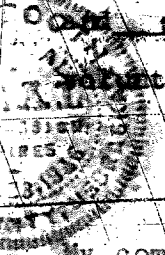
Robert J. Dougherty

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 7th day of November A.D. 1945
before me, a Notary Public in and for said County, personally came the
above named Hilma S. Melady and Eugene P. Melady (her husband)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument

and they severally acknowledged said instrument to be their
voluntary act and deed.



WITNESS my hand and Notarial Seal the date last aforesaid.

Hilma S. Melady

Notary Public

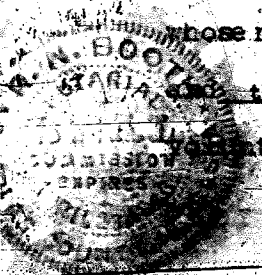
My commission expires on the 23rd day of April A.D. 1946

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 8th day of November A.D. 1945
before me, a Notary Public in and for said County, personally came the
above named Leigh E. Burwell and Manda E. Burwell (his wife)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument

and they severally acknowledged said instrument to be their
voluntary act and deed.



WITNESS my hand and Notarial Seal the date last aforesaid.

Leigh E. Burwell

Notary Public

STATE OF NEBRASKA,
COUNTY OF DOUGLAS,

ss.

On this 8th day of November A.D., 1945, before me, a Notary Public, in and for said County, personally came the above named Cleveland S. Simkins (husband of Mary Kathleen Simkins), who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

R. M. Munn
Notary Public

My commission expires on the 23rd day of April A.D. 1946.

STATE OF TENNESSEE,
COUNTY OF CARROLL,

ss.

On this 23 day of November A.D., 1945, before me, a Notary Public in and for said County, personally came the above named Mary Kathleen Simkins (wife of Cleveland S. Simkins), who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

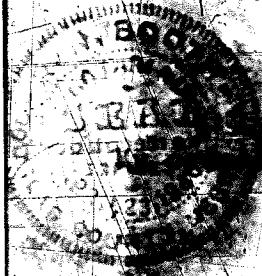
R. M. Munn
Notary Public

My commission expires on the 16 day of April A.D. 1947.

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 22nd day of November
A.D. 1945, before me, a Notary Public in and for said County, personally
came the above named Lela M. Stewart and Lee Stewart (her husband)

who are personally known to be the identical persons
whose names are affixed to the above instrument
and they severally acknowledged said instrument to be their
voluntary act and deed.



WITNESS MY HAND AND NOTARIAL SEAL THE DATE LAST AFORESAID.

R. M. [Signature] NOTARY PUBLIC

My commission expires on the 22nd day of April A.D. 1946

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 20th day of November
A.D. 1945, before me, a Notary Public in and for said County personally
came the above named Robert S. [Signature] and Vera S. [Signature] (his wife)

who are personally known to me to be the identical persons
whose names are affixed to the above instrument
and they severally acknowledged said instrument to be
voluntary act and deed.



WITNESS my hand and Notarial Seal the date last aforesaid.

[Signature] Notary Public

BALLA MACHREE

SUPPLEMENTAL COVENANTS AND EASEMENTS

The undersigned, Laurance H. Myers and Virginia L. Myers, husband and wife, being the owners of Lots Nine (9), Ten (10) and Eleven (11) and Lots Twenty (20) to Fifty (50), both inclusive, in Balla Machree, a Subdivision, in Douglas County, Nebraska, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements, supplementing any other valid existing covenants, conditions, restrictions and easements now applicable thereto, namely:

1. The main floor of all dwellings shall contain (exclusive of garages and porches) a minimum of 1200 square feet for one-story dwellings and 800 square feet for dwellings of more than one story.

2. All garages shall be large enough to house two or more automobiles of standard size. No garage shall be built in the basement of any dwelling; provided, that the floor of any attached garage may be not more than four and one-half (4½) feet lower than the main floor of the dwelling.

3. An easement is hereby reserved for the construction, maintenance, operation and repair of underground sewer lines across the rear and side five (5) feet of each lot.

4. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building set-back lines; and no trees, shrubs, hedges or other plants shall be

shall run with the land and shall be binding upon all the owners of the Lots from the date hereof until January 1, 1966; at the expiration of said time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

6. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto. If the parties hereto or any of their assigns, heirs or successors in interest in any of said Lots shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 moneys for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

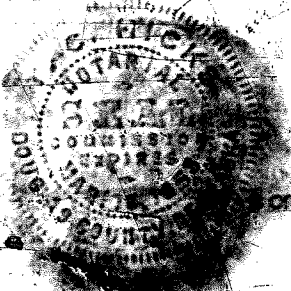
7. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

8. Each and every provision hereof shall bind and inure to the benefit of the undersigned, the survivor of them, their assigns and the heirs, devisees, representatives and assigns of the survivor and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS, } SS.

On this 11th day of April, A. D. 1952, before the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came Laurance H. Myers and Virginia L. Myers, husband and wife, who are personally known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they each acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Notarial Seal the date last above written.



J. L. Wickham

Notary Public

commission expires:

3-18-53