BOOK 334 PAGE 112

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots and blocks in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on the lots and blocks in said subdivision;

NOW THEREFORE, the following restrictions are hereby placed upon the lots and blocks in said subdivision:

PART B. AREA OF APPLICATION

B-1. All residential area restrictions in Part C shall apply to Lots 1 through 13, inclusive, and Lots 15 through 19, inclusive, Block 1, Lots 1 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6.

B-2. All residential area restrictions numbered 1, 4, 5, 6, 7, 9 and 10 in Part C shall apply to all of Block 7.

B-3. The business area restrictions in Part D shall apply to Lots A, B and C, Block 1.

PART C. RESIDENTIAL AREA RESTRICTIONS

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on the following: Lots 1 through 13, inclusive, Block 1, Lots 1 through 16, inclusive, Block 2, and Lots 1, 2 and 3, Block 6. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 1,100 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, shall be permitted on the following: Lots 15 through 19, inclusive, Block 1, Lots 17 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 4 through 9, inclusive, Block 6.

C-4. No building shall be erected on any building plot

C-5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

PART D. BUSINESS AREA RESTRICTIONS

D-1. All uses permitted in the 1st Commercial District as now established and hereafter amended under the Omaha Municipal Code shall be permitted except the following which are specifically prohibited:

(a) Open air display of boats and cars for selling or storage purposes;
(b) Boarding and lodging houses;
(c) Mortuaries
(d) Drive-in movies

D-2. There shall also be permitted one or more office buildings conforming to Height Regulations in the 2nd Commercial District as now established and hereafter amended under the Omaha Municipal Code.

PART E. GENERAL PROVISIONS

E-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground shall be erected, placed, or altered on any building

E-1. ARCHITECTURAL CONTROL (continued)

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

E-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the west boundary lines of Lots 14 through 19, inclusive, Block 1, and Lots 1 and 2, Block 4, where the width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

E-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

E-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

E-5. 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.

E-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Direc-

IN WITNESS WHEREOF, Maple Village Shopping Center, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

MAPLE VILLAGE SHOPPING CENTER, INC.

By _____
Charles A. Peters
Vice President

Attest:

_____
R. H. Abernathy, Jr.
Secretary

IN WITNESS WHEREOF, Maple Gardens, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

MAPLE GARDENS, INC.

By _____
Charles A. Peters
Vice President

Attest:

_____
R. H. Abernathy, Jr.
Secretary

STATE OF NEBRASKA)
) SS.
County of Douglas)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and Elizabeth C. Dillon, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

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

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of Maple Village Shopping Center, Inc., and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

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

Ruth M. George
Notary Public

My Commission expires July 30, 1964.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of Maple Gardens, Inc., and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

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

Ruth M. George
Notary Public

My Commission expires July 30, 1964.

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots:

NOW THEREFORE, the following restrictions are hereby placed upon said lots:

PART B. AREA OF APPLICATION

B-1. All restrictions for the single-family residential area in Part C shall apply to Lots 1 through 28, inclusive, Block 8, Lots 1 through 33, inclusive, Block 9, Lots 1 through 37, inclusive, and 45 through 47, inclusive, Block 10, Lots 11 through 35, inclusive, Block 13, Lots 4 through 25, inclusive, Block 14, Lots 4 through 24, inclusive, Block 15, Lots 1 through 17, inclusive, Block 16 and Lots 1 through 6, inclusive, Block 17.

B-2. All restrictions numbered 1, 5, 6, 7, 8, 9 and 10 for the single-family residential area in Part C and all restrictions for the two-family residential area in Part D shall apply to Lots 38 through 44, inclusive, Block 10, Lots 1 through 20, inclusive, Block 11, Lots 1 through 20, inclusive, Block 12, Lots 1 through 10, inclusive, and 36 through 42, inclusive, Block 13, Lots 1 through 3, inclusive, Block 14, and Lots 1 through 3, inclusive, Block 15.

B-3. All restrictions numbered 5, 6, 7, 8, 9 and 10 in Part C shall apply to Lots 29 and 30, Block 8.

PART C. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City

C-5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block, in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

PART D. RESTRICTIONS FOR THE TWO-FAMILY RESIDENTIAL AREA

D-1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or a two-family dwelling not to exceed two stories in height.

D-2. No single-family or two-family dwelling shall be erected on any building plot nearer than 35 feet to its front line. No single-family dwelling shall be located nearer than 5 feet to the side line of any building plot, nor shall any two-family dwelling be located nearer than 10 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. Whenever the Board of Appeals of the City of Omaha shall duly permit a lesser front or side yard for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

D-3. No single-family dwelling shall be erected or placed on any lot having less than 7,500 square feet, nor shall any two-family dwelling be erected or placed on any lot having less than 8,500 square feet.

D-4. No single-family dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a two-story structure, nor [illegible]

PART E. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

E-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

E-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the east boundary lines of Lots 1, 2 and 5 through 17, inclusive, Block 16, the south boundary lines of Lots 4 and 5, Block 16, the east boundary lines of Lots 1 through 8, inclusive, Block 17, the east boundary lines of Lots 10 and 14, Block 11 and the east boundary lines of Lots 10 and 14, Block 12, where the width of said perpetual license and easement shall be ten (10) feet, and except upon the strip of land adjoining the east and west boundary lines of Lot 23, Block 8, Lots 10 and 26, Block 9, Lots 11 and 37, Block 10, Lots 11 and 35, Block 13, the west boundary lines of Lots 24, Block 8, Lots 11 and 25, Block 9, Lots 12 and 36, Block 10, Lots 11, 12 and 13, Block 11, Lots 11, 12 and 13, Block 12, and Lots 12 and 34, Block 13, where no perpetual license and easement is reserved in favor of nor granted to the said Northwestern Bell Telephone Company and the Omaha Public Power District. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses

E-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

E-5. 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.

E-6. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of June, 1960.

N. P. DODGE CORPORATION

By Charles A. Peters
Charles A. Peters
Vice President

Attest:

R H Abernathy Jr
R. H. Abernathy, Jr.
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 17th day of June, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

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

Notary Public

4th Plat

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 13 through 30, inclusive, Block 4; Lots 4 through 44, inclusive, Block 20; Lots 4 through 41, inclusive, Block 21; Lots 13 through 25, inclusive, Block 23; Lots 1 through 19, inclusive, Block 25; Lots 1 through 24, inclusive, Block 26; Lots 2 through 41, inclusive, Block 27; Lots 1 through 8, inclusive, and Lots 14 through 17, inclusive, Block 28; Lots 1 through 7, inclusive, Block 29; Lots 1 through 17, inclusive, Block 30; Lots 1 through 3, inclusive, Block 31; Lots 1 through 3, inclusive, Block 32; Lot 1, Block 33; and Lot 1, Block 34.

PART C. RESTRICTIONS (SINGLE FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall auto-

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and

removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and R. T. Ross, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 6th day of March, 1963.

N. P. DODGE CORPORATION

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest:

R. T. Ross
R. T. Ross
Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 6th day of March, 1963, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and R. T. Ross, who

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PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREMISES

NOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 3 through 12, inclusive, Block 4, Lots 12 through 26, inclusive, Block 5, Lots 10 through 31, inclusive, Block 6, Lots 1 through 26, inclusive, Block 18, Lots 1 through 24, inclusive, Block 19, Lots 1 through 3, inclusive, Block 20, Lots 1 through 3, inclusive, Block 21, Lots 1 through 3, inclusive, Block 22, Lots 1 through 12, inclusive, Block 23.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C-7. [illegible] shall not be moved from [illegible] of Maple Village subdivision [illegible] lot within this subdivision.

C-8. [illegible] sidewalks, not less than four feet wide by four inches [illegible], shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone [illegible]

[redacted]

said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementage. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-2. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and R. T. Ross, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 1st day of December, 1961.

N. P. DODGE CORPORATION

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest:

R. T. Ross
R. T. Ross
Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 1st day of December, 1961, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr. and R. T. Ross, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above

After recording, please mail these restrictions back ____
to N. P. Dodge Company
5008 Dodge Street
Omaha, 32, Nebraska
Attention: R. H. Abernathy, Jr.

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 9 through 13, and Lots 18 through 32, inclusive, Block 28; Lots 8 through 29, inclusive, Block 29; Lots 18 through 48, inclusive, Block 30; Lots 1 through 17, inclusive, Block 36; Lots 4 through 16, inclusive, Block 32; Lots 2 through 18, inclusive, Block 33; Lots 2 through 8, inclusive, Block 34.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. On a corner lot either side of the lot facing a street may be considered the front of the lot. Every part of a required yard shall be unobstructed from the ground upward, except for the ordinary projections of sills, belt courses, cornices, eaves and ornamental features. Provided, however, that none of the above-mentioned projections shall extend into any required yard more than twenty-four inches. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska, shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become

lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Company or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Company specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Company or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Company or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the west boundary lines of Lots 2 through 18, inclusive, Block 33, where the width of

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. DODGE COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and R. T. Ross, its Secretary thereunto duly authorized by resolution of its Board of Directors, this 8th day of October, 1963.

N. P. DODGE COMPANY

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest: R. T. Ross
R. T. Ross
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 8th day of October, 1963, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and R. T. Ross, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Company and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation, and that the corporate seal of said corporation has been affixed thereto by its authority.

BOOK 409 PAGE 416

RECEIVED

409
413

Mrs. Jones

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N. P. Dodge
Sec of State

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned is the owner of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and is desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots One (1) through Seven (7), inclusive, Block Forty (40); Lots One (1) through Twenty-Four (24), inclusive, Block Forty-One (41); Lots One (1) through Nine (9), inclusive, Block Forty-Two (42); Lots One (1) through Forty-Three (43), inclusive, Block Forty-Three (43); Lots One (1) through Thirty (30), inclusive, Block Forty-Four (44); and Lots One (1) through Fifteen (15), inclusive, Block Forty-Five (45).

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. On a corner lot either side of the lot facing a street may be considered the front of the lot. Every part of a required yard shall be unobstructed from the ground upward, except for the ordinary projections of sills, belt courses, cornices, eaves and ornamental features. Provided, however, that none of the above-mentioned projections shall extend into any required yard more than twenty-four inches. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska, shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be

be substantially completed in all respects prior to occupancy thereof.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-10. 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 automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

C-12. Whenever the exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures exceeds eighteen inches in height, all of such exposed front foundation wall (and such wall facing the side street on corner lots) shall be constructed of or faced with brick or simulated brick or stone or stucco. All exposed front, side and rear concrete block or masonry foundation walls must be painted.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by Lamp, Rynearson & Associates, Inc., Consulting Engineer, as to compliance with these covenants and restrictions, and as to location with respect to topography and finish grade elevation. Each applicant for approval shall pay to said Consulting Engineer at the time said plans and specifications are presented for approval an inspection fee in the sum of $ 35.00 .

The approval or disapproval of the said Consulting Engineer

such written approval or disapproval to the last-known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph. Failure of said applicant to construct said dwelling house in strict accordance with said approved plans and specifications shall not impose any liability on said Consulting Engineer for such failure.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall be automatically renewed for successive ten-year periods thereafter, unless a majority of the then owners of such lots agree in writing for the modification or revocation of these covenants.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came Nuelt E. Peterson, President of M-V COOPERATIVE ASSOCIATION, to me personally known to be the President and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last-above written.

Notary Public

My Commission Expires:

Oct 14th 1966

RECEIVED
1965 DEC 7 PM 2 17
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Misc

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Compared