

305-287

**PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR
PART OF MAPLEVIEW ADDITION**

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to 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 date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots Ten (10) through Eighteen (18), both inclusive, Block Nine (9),
Lots Nine (9) through Fourteen (14), both inclusive, Block Ten (10);
Blocks Eleven (11), Twelve (12), Thirteen (13), Fourteen (14),
Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) except
Lot Fifteen (15), Block Thirteen (13), all in Mapleview Addition, aff
Addition in Douglas County, Nebraska, as surveyed, platted and
recorded.

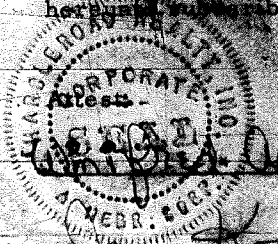
1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for 1st Residence District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 5 feet from any side yard lot line of inside lots. On corner lots side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences shall have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 900 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zoning Ordinances of the City of Omaha, Nebraska, now in effect.
6. Exposed foundations shall be painted or faced with brick or stone.
7. No trailer

- 10. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.
- 11. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.
- 12. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them, from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF the undersigned owners of the above described property have hereunto subscribed their names this 27th day of April, 1961



HARGLEROAD REALTY, INC.

Winifred Adams Secy.

John R. Maenner

Ray E. Stanley

W. B. Hargleroad III

John R. Maenner

Winifred Adams

W. B. Hargleroad III President

Gerald D. Koch

Bernard J. Stanley

Louisa K. Hargleroad

Wilma S. Maenner

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 27th day of April, 1961, before me a notary public duly commissioned and qualified in and for said County, personally came the above named W. B. Hargleroad, III, President and Winifred Adams, Secretary of Hargleroad Realty, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

On this 27th day of April, 1961, before me a notary public duly commissioned and qualified in and for said County, personally came the above named W. B. Hargleroad, III, President and Winifred Adams, Secretary of Hargleroad Realty, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

Also on this 27th day of April, 1961, before me, came Joan Koch and Gerald D. Koch, Wife and Husband; Ray E. Stanley and Ferne J. Stanley, Husband and Wife; W. B. Hargleroad, III and Louisa K. Hargleroad, Husband and Wife; John R. Maenner and Wilma S. Maenner, Husband and Wife; and Winifred Adams, single, to me known to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

PROTECTIVE COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR PART OF MAPLEVIEW ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to 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 date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots 13, 14, 15 in Block 2; All lots in Block 3; Lots 5 to 44, both inclusive, in Block 4; Lots 5, 8, 10, 11, 13, 16, 17, 19, and Lots 26 to 43, both inclusive, all in Block 5; Lots 4 to 15, both inclusive, Lot 26, and Lots 28 to 43, both inclusive, all in Block 6; all lots in Blocks 7 and 8; Lots 1, 2, 3, 4, and 6, Block 9; and Lots 1 to 8, both inclusive, in Block 10; all in MAPLEVIEW, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be shown and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for 1st Residence District.

2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.

3. No building shall be erected on said premises less than 35 feet from the front lot line; nor closer than 5 feet from any side yard lot line of inside lots. On corner lots side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.

4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences shall have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 900 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.

5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.

6. Exposed foundations shall be painted or faced with brick or stone.

10. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.

11. No buildings shall be built to a height greater than 4'6" on that section which fronts onto the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

12. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installation and maintenance.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the undersigned owners of the above described property have hereunto subscribed their names this 11 day of September 1962.

HARGLEROAD MAENNER, INC.

John Maenner, Vice Pres

Winifred Adams Secy
MAENNER-BUILT, INC.

John Maenner Pres.
J. Durham Secy

STRAUSS BROS. CONSTRUCTION CO.

James A. Strauss Pres.
Lee A. Bergquist Secy



STATE OF NEBRASKA)

LANCASTER COUNTY)

SS

On this Eighteenth day of September, 1962, before me, a notary public, duly commissioned and qualified in and for

said County, personally came the above named James A. Strauss

President and Lee A. Alquist Secretary of STRAUSS

BROS. CONSTRUCTION CO., who are known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Lincoln Nebraska, in said County the date aforesaid.

Betty Ilkenhons
Notary Public

Betty Ilkenhons

