

PROTECTIVE COVENANTS

THE UNDERSIGNED, being the owners and contract purchasers of Saddle Hills, a subdivision in Douglas County, Nebraska, do hereby state, publish and declare that all lots contained therein are and shall be conveyed and shall be owned and held under and subject to the covenants, restrictions and conditions herein set forth.

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. No residence, as distinguished from outhouses and servant's quarters, shall be erected on said property which is less than 1,000

to enhance the value of the property.

6. No house, trailer house, or any other building shall be built or moved on said lot for any purpose prior to the construction of the main residence.

7. When any improvements are erected on any lot, the owner shall at the same time construct a sanitary septic tank of approved character to provide sewage for same, unless sewage is available, and then improvements shall be connected to same.

8. An easement to construct and maintain is hereby reserved for telephone and electric utilities, along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang.

IN WITNESS WHEREOF we have hereunto set our hands this 8 day of April, 1955.

~~Frank A. Ripple~~

Herbert A. Ripple

~~Richard P. Ripple~~  
OWNERS

Paul A. Kumbert

Mark C. [unclear]

CONTRACT PURCHASERS

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss

Be it remembered, that on this 16th day of April, 1955, before

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss

On this 17 day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Frank C. O'Malley and Joe Smalky, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged the instrument to be their voluntary act and deed.

*John A. K... ..*  
NOTARY PUBLIC

STATE OF NEBRASKA }  
COUNTY OF Buff } ss

On this 8 day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Frank A. Pardun, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the instrument to be his voluntary act and

*Betty A. ... ..*  
NOTARY PUBLIC

STATE OF TEXAS }  
COUNTY OF DALLAS } ss

On this 9th day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Paul A. Kennebeck, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the instrument to be his voluntary act and

NOTARY PUBLIC