

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, 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. Any dwelling constructed on any lot shall

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 Engineers, 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, Lamp, Rynearson & Associates, Inc., as required in these covenants shall be in writing. Failure of said Consulting Engineer or assigns to give either written approval or disapproval of a submitted plan within fifteen (15) 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. 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 said real estate, has executed these Covenants and Restrictions this 24th day of September, 1965.

M-V COOPERATIVE ASSOCIATION

Attest:

Paul Ford
Secretary

By:

Omni E. Peterson
President

STATE OF NEBRASKA)

) 22.

COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came, Ernest E. Peterson, President of M- 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:

Dec 14th 1966

RECEIVED

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THOMAS J. GARDNER
SHERIFF OF DEERS
SHELBY COUNTY, TENN.

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misc

Lamp - Byrne
4610 Dodge

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