

BOOK 443 PAGE 17

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

MILLARD HEIGHTS, INC.

to

Whom It May Concern

Dated October 24-1966Recorded October 24-1966Book 443 Page 17

WHEREAS, the undersigned, MILLARD HEIGHTS, INC., a Nebraska corporation, has heretofore executed a plat of Millard Heights, a subdivision in Douglas County, Nebraska, which plat was recorded on the 27 day of September 1966, in Book 1272 Page 153 of the Land Records of Douglas County, Nebraska, and

WHEREAS, Millard Heights, Inc. has dedicated to the public all of the streets, roads and avenues shown on said plat for the use by the public for street purposes, and

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on those lots hereinafter set forth for the use and benefit of the present and future owners of the premises,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, MILLARD HEIGHTS, INC., for itself and its successors and assigns, hereby agrees that all of the lots hereinafter set forth, in Millard Heights, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use to the following restrictions which have been imposed upon said premises as a servitude in favor of said described premises and every lot hereinafter described, in pursuance of the general plan for the development and improvement of the hereinafter described property during the period of time hereinafter set forth, same to be for the benefit of each and all of the lots and blocks included in the description hereinafter set forth, and to be enforceable by any or all owners of any or all of said lots and by the grantor herein.

1. The lots and blocks in Millard Heights Subdivision which are covered by this Declaration of Covenants, Easements and Restrictions are:

lots six (6) through twenty-eight (28), inclusive, Block One (1), lots one (1) through fifteen (15), inclusive, Block Two (2), lots one (1) through sixteen (16), inclusive, Block Three (3), lots one (1) through ten (10), inclusive, Block Four (4), lots one (1) through sixteen (16), inclusive, Block Five (5), lots one (1) through thirteen (13),

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observe and obey all valid provisions of the zoning ordinances of the City of Millard and all other valid and applicable ordinances, laws and regulations.

6. No residential structure shall be erected or placed on any parcel which does not come within the definition of "residential building plot".

7. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep, poultry or fowl of any kind nor any domestic animals (except dogs and cats) shall be kept or maintained on any plot, nor shall there be any commercial gardening.

8. No trailer, basement, tent, shack, garage, barn or other out-buildings erected on said real estate shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No prefabricated or factory built house or fireplace chimney shall be erected on any of said lots.

9. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than the following minimum square footages:

For One Story House	For 1½ Story or 2 Story House	Lots To Which Application
1,000 Square Feet	1,200 Square Feet	Lots 6 through 28, Block 1, Lots 1, 2, 3, 4, Block 2, Lots 2, 3, 4, Block 11
1,200 Square Feet	1,000 Square Feet	Lots 9, 10, 11, 12, 13, 14, 15, and 16, Block 3, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11
1,400 Square Feet	1,200 Square Feet	All other lots included in paragraph 1 except those hereinafter set forth.

10. All dwellings built on the property covered by these covenants must be completed within one (1) year from the date of the commencement of construction.

11. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles

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with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service, over and upon a five-foot strip of land adjoining the rear and certain side boundary lines of said lots; said license to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This license is granted for the use and benefit of all present and future owners of lots covered by this instrument.

12. All excess dirt resulting from excavation, construction or otherwise, shall be hauled at the expense of the respective owners thereof to points within this Addition designated by the undersigned for fill purposes. No excess dirt shall be removed from this Addition unless prior written permission therefore is secured from the undersigned.

13. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof, at the expiration of which 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 except that the initial period of twenty (20) years, plus all extensions, shall not exceed fifty (50) years.

14. If any person 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 equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidity of any such provision by a judgment, decree or order of any Court or otherwise, shall in no way affect any of the other provisions which shall remain in full

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force and effect.

16. All plans for buildings to be constructed on the subject lots shall be approved by one or more officers of Millard Heights, Inc. before a building permit is issued and before construction is commenced.

17. Aircraft hangars, where permitted, shall be constructed to the rear of the houses constructed on the same residential building plot and shall be constructed of the same general exterior materials as those used in the residence, except as to hanger doors.

18. No fences shall be erected forward of the minimum building setback lines. Fences may be erected on or farther back than the front setback line, but maximum fence heights shall not exceed six (6) feet above ground level. No hedges, bushes or row of trees (except foundation plantings) shall be planted or permitted to remain in front of the minimum building setback line for front yards unless the owner of the property shall receive written approval from Millard Heights, Inc. for the same. On Lots Six (6) through Twenty-eight (28), inclusive, Block One (1), Millard Heights, no fences, trees, shrubs, bushes or other vegetation or structures shall be permitted on the rear twenty (20) feet of the lots (adjacent to taxiway) unless the same be under eighteen (18) inches in height.

SEAL
MILLARD HEIGHTS, INC.
(SEAL)

MILLARD HEIGHTS, INC., a
Nebraska corporation

President

Secretary

STATE OF NEBRASKA

COUNTY OF DOUGLAS

Before me, a Notary Public, personally came HOWARD C. LARSEN, President of MILLARD HEIGHTS, INC., a corporation, known to me to be the President and identical person who signed 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 said corporation and that its corporate seal was affixed by its authority.

WITNESS my hand and Notarial Seal on Oct 24, 1966.



My Commission Expires:

Feb 3, 1970

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DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

MILLARD HEIGHTS, INC., ET AL.

TO

WHOM IT MAY CONCERN

Dated

Recorded

Book

Page

WHEREAS, the undersigned, MILLARD HEIGHTS, INC., a Nebraska corporation, has heretofore executed a plat of Millard Heights, a subdivision in Douglas County, Nebraska, which plat was recorded on the 27th day of September, 1966, in Book 1299, Page 753, of the Deed Records of Douglas County, Nebraska, and

WHEREAS, MILLARD HEIGHTS, INC., a Nebraska corporation, has heretofore executed a plat of Millard Heights Replat, a subdivision in Douglas County, Nebraska, which plat was recorded on the 26th day of January, 1967, in Book 1360, Page 735 of the Deed Records of Douglas County, Nebraska, and which replatting covered a portion of the property formerly included in Millard Heights, a subdivision in Douglas County, Nebraska, and

WHEREAS, Millard Heights, Inc., has dedicated to the public use of the streets, roads and avenues shown on said plat and replat, for use by the public for street purposes, and

WHEREAS, Millard Heights, Inc., a Nebraska corporation, has heretofore executed and filed for record a Declaration of Protective Covenants, Easements and Restrictions, which appears in Book 643, Page 17 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, and

WHEREAS, all of the owners of the property included in said Declaration of Protective Covenants, Easements and Restrictions now desire that said Declaration of Protective Covenants, Easements and Restrictions be amended so that the same shall hereafter be as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, MILLARD HEIGHTS, INC., HOWARD C. LARSEN and MARIE J. LARSEN, husband and wife, LARRY A. LARSEN, single, KATHLEEN ULRICH and DARRELL L. ULRICH, wife and husband, CAROLEN SCHAEFER and MILTON D. SCHAEFER, wife and husband, LARRY L. THORPE and ELIZABETH A. THORPE, husband and wife, and GERT RUDOLPH and MARTHA ANN RUDOLPH, husband and wife, for themselves and their successors in interest, hereby agree that all of the lots hereinbefore set forth in Millard Heights, a subdivision in Douglas County, Nebraska, and in Millard Heights Replat, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use, subject to the following restrictions which have been imposed upon said premises as a part of

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tude in favor of said described premises and every lot hereinafter described, in pursuance of the general plan for the development and improvement of the hereinafter described property during the period of time hereinafter set forth, and to be for the benefit of each and all of the lots and blocks included in the description hereinafter set forth, and to be enforceable by any or all owners of any or all of said lots, and by Millard Heights, Inc.

1. The lots and blocks in Millard Heights subdivision which are covered by this Declaration of Covenants, Easements and Restrictions are:

Lots Six (6) through Twenty-eight (28), inclusive, Block One (1), Lots One (1) through Fifteen (15), inclusive, Block Two (2), Lots One (1) through Sixteen (16), inclusive, Block Three (3), Lots One (1) through Nineteen (19), inclusive, Block Four (4), Lots One (1) through Thirty-three (33), inclusive, Block Five (5), Lots One (1) through Nineteen (19), inclusive, Block Six (6), Lots One (1) through Ten (10), inclusive, Block Seven (7), all in Millard Heights, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

The lots in Millard Heights Replat, which are covered by this Declaration of Covenants, Easements and Restrictions, are:

Lots One (1) through Eighty-one (81), inclusive, Millard Heights Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Except as otherwise hereinafter specifically set forth, all covenants, easements and restrictions hereinafter set forth shall apply to all of said lots.

2. Said lots shall be occupied and used in only one of the following purposes:

- a) Single family dwellings;
- b) Churches;
- c) Colleges and universities;
- d) Schools, including elementary and high schools;
- e) Publicly owned and operated libraries, museums, parks, playgrounds and fire stations; community buildings and noncommercial recreational uses.

3. The terms "residential building plot" as used hereafter in this instrument shall mean (1) any platted lot in either Millard Heights subdivision or Millard Heights Replat, or (2) any parcel made up of parts of one or more platted lots in Millard Heights subdivision or in Millard Heights Replat, having an area of not less than ten (10,000) square feet, and conforming with applicable zoning.

4. No structure shall be erected, altered, placed or permitted to

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remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and an attached private garage for two or more cars, and attached breezeway, provided, however, that in addition thereto on lots 512 (6) through twenty-eight (28), inclusive, Plot One (1), Millard Heights, there may be in addition a private aircraft hangar. Where the contour of lots permits, the garage may be a basement garage.

5. No building shall be located on any residential building plot nearer than thirty-five (35) feet to the front lot line, or nearer than (10) feet to the side yard line on sides not adjacent to streets, or nearer than twenty-five (25) feet to the side yard line on side yards adjacent to streets, or nearer than thirty-five (35) feet to the rear lot line unless applicable zoning up to the time of construction will permit construction closer to rear lot line, but in no event shall buildings be constructed nearer than twenty (20) feet to the rear lot line; provided further that all lot owners shall observe and obey all valid provisions of the zoning ordinance of the City of Millard and all other valid and applicable ordinances, laws and regulations.

6. No residential structure shall be erected or placed on any parcel which does not come within the definition of "residential building".

7. No noxious or offensive trades or activities shall be carried on upon any plot nor shall anything be done thereon which may be a nuisance, annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep, poultry or fowl, or any kind of domestic animals (except dogs and cats) shall be kept or maintained on any plot, nor shall there be any commercial gardening.

8. No trailer, basement, tent, shack, garage, barn or other out-buildings erected on said lots shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No prefabricated or factory built homes or mobile homes shall be erected on any of said lots.

9. The ground floor surface area of the residential structure, exclusive of open porches and garages, shall be not less than the following minimum square footages:

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For One Story House

For 1 1/2 Story or
2 Story House

Lots to Which Applicable

1,600 Square Feet

1,200 Square Feet

Lots 6 through 28, Block 1,
Lots 1, 2, 3 and 4, Block 2
and Lots 1, 2, 3 and 4, Block
11, Millard Heights

1,200 Square Feet

1,000 Square Feet

Lots 9 through 16 inclusive,
Block 3, Lots 1 through 3
inclusive, Block 4, Lots 18
through 21 inclusive, Block 9
in Millard Heights and Lots
4 through 10 inclusive, Lots
46 through 51 inclusive,
Lots 65 through 68 inclusive,
and Lots 74 through 81 inclusive,
Millard Heights Replat

1,400 Square Feet

1,200 Square Feet

All other lots included in
paragraph 1 except those
hereinabove set forth in
this paragraph 2.

10. All dwellings built on the property covered by these covenants
must be completed within one (1) year from the date of the commencement of con-
struction.

11. A perpetual license is hereby reserved in favor of and granted
to Northwestern Bell Telephone Company, Omaha Public Power District and all public
utility companies now or hereafter operating within said addition, their successors
and assigns, to erect and operate, maintain, repair and renew poles with the
necessary supports, sustaining wires, cross-arms, guys and anchors, underground
conduits, and other instrumentalities and to extend them over or through the same,
wires for the carrying or transmission of electric current for light, heat and
power, and for all telephone and telegraph and message services, over, upon and under
a five (5) foot strip of land adjoining and parallel to the side boundary lines
of all of the lots above mentioned and over, upon and under a five (5) foot strip
of land adjoining and parallel to the rear boundary lines of all of the lots above
mentioned with the exception of those lots hereinafter specified to have a ten (10)
foot rear lot easementway. Provided, however, that said side lot easements are
granted upon the specific condition that if no public utility company constructs
its utility facilities over, upon or under such side boundary line easementway
within thirty-six (36) months of the date hereof or if any public utility company
facilities that have been constructed thereon are completely removed without
replacement in full or if within sixty (60) days after their removal, then
this side boundary line easementway shall automatically terminate and become void
as to such unused or abandoned easementways. With respect to the following lots
said easement shall be over, upon and under a ten (10) foot strip of land more
particularly described as follows:

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The ten (10) foot strip of land adjoining and parallel to the rear lot lines of Lots Six (6) through Twenty-eight (28), inclusive, Block One (1), Millard Heights, which said rear lot lines abut against Lot Thirty (30) in said Block One (1), Millard Heights; the ten (10) foot strip of land adjoining and parallel to the abutting lot lines of the following lots, which abut upon Harrison Street: Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Block Three (3), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), Block Four (4), Millard Heights, Lots One (1), Two (2), Three (3), Four (4), Eighty-one (81), Eighty (80), Seventy-nine (79), Seventy-eight (78), Seventy-seven (77), Seventy-six (76), Seventy-five (75), Seventy-four (74), Sixty-eight (68), Sixty-seven (67), Sixty-six (66), and Sixty-five (65), Millard Heights, Replat.

The said license includes the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities.

No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the foregoing described easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

This license is granted for the use and benefit of all present and future owners of the lots covered by this instrument.

12. All excess dirt resulting from excavation, construction or otherwise, shall be hauled at the expense of the respective owners thereof to points within these Subdivisions designated by Millard Heights, Inc. for fill purposes. No excess dirt shall be removed from these Subdivisions unless prior written permission therefore is secured from Millard Heights, Inc.

13. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof, at the expiration of which 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 owners of a majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty (20) years, plus all extensions, shall not exceed fifty (50) years.

14. If any person 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 equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other relief for such violation. Nothing contained in this instrument shall in any way be construed as imposing any liability or obligations for its enforcement upon the undersigned.

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15. Each of the provisions hereof is several and separable. In validation of any such provision by a judgment, decree or order of any Court or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

16. All plans for buildings to be constructed on the subject lots shall be approved by one or more officers of Millard Heights, Inc., before a building permit is issued and before construction is commenced.

17. Aircraft hangars, where permitted, shall be constructed to the rear of the houses constructed on the same residential building plot and shall be constructed of the same general exterior materials as those used in the residence, except as to hangar doors.

18. Fences shall be erected forward of the minimum building setback lines. Fences may be erected on or further back than the front setback line, but maximum fence heights shall not exceed six (6) feet above ground level, if located to the rear of a residence, otherwise four (4) feet above ground level. No hedges, bushes or row of trees (except foundation plantings) shall be planted or permitted to remain in front of the minimum building setback line for front yards unless the owner of the property shall receive written approval from Millard Heights, Inc. for the same. On Lots Six (6) through Twenty-eight (28), inclusive, Block One (1), Millard Heights, no fences, trees, shrubs, bushes or other vegetation or structures shall be permitted on the rear twenty (20) feet of the lots (situated along railway, Lot Thirty (30), Block One (1), Millard Heights) unless the same be not less than eighteen (18) inches in height.

MILLARD HEIGHTS, INC., a
Nebraska corporation

By Edward C. Larsen
President

Attest:
By Edward C. Larsen
Secretary

Edward C. Larsen

Edward C. Larsen

Edward C. Larsen

Kathleen Ulrich

Carolyn Schreiner

Kathleen Ulrich

Milton A. Schreiber

Larry J. Thorpe

Gene L. Burgen

Elizabeth A. Thorpe

Martha Ann Burgen

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STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

Before me, a Notary Public, personally came HOWARD C. LARSEN,
President of MILLARD HEIGHTS, INC., a corporation, known to me to be the
President and identical person who signed 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 said corporation and that its
corporate seal was affixed by its authority.

WITNESS my hand and Notarial Seal on August 22, 1967

1967.



Notary Public

Commission Expires

August 22, 1972

1972.

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STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said county, personally came HOWARD C. LARSEN and MAXINE J. LARSEN, husband and wife, and LARRY A. LARSEN, single, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on August 21st, 1967.



Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said county, personally came KATHLEEN ULRICH and DARRELL L. ULRICH, wife and husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on August 21st, 1967.



Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said county, personally came CAROLYN SCHREINER and MILTON D. SCHREINER, wife and husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on August 21st, 1967.



Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

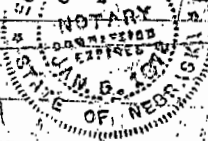
Before me, a Notary Public qualified for said county, personally came LARRY L. THORPE and ELIZABETH A. THORPE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Notary Public

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the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



WITNESS my hand and Notarial Seal on 12/25/2007, 1967.

J. B. Griffin
Notary Public

My Commission Expires: Jan 25, 1972.

STATE OF NEBRASKA) ss.

COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came CENE L. BURGEN and MARTHA ANN BURGEN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



WITNESS my hand and Notarial Seal on December 21st, 1967.

J. B. Griffin
Notary Public

My Commission Expires: Jan 25, 1972.

