

MAPLE MEADOWS CORPORATION

PROTECTIVE COVENANTS

To

Whom it may concern.

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

1. Lots 1 to 18 incl. Block 1, Lots 1 to 4 incl. Block 2, Lots 1 to 12 incl. Block 3, Lots 1 to 11 incl. Block 4, Lots 1 to 8 incl. Block 5, Lots 1 to 10 incl. Block 6, all in Kimberly Place an Addition in Douglas County, Nebraska, as surveyed, platted and recorded shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots; provided, however, this restriction shall not prevent use of greater area than one lot as a single building site.

2. No building shall be erected on said premises within 40 feet of the street lines bordering said premises. No building shall be erected on said premises within 10 feet of the side lot lines. No rear yard will be less than 35 feet from the rear of building to rear of lot line.

3. The main floor of all single story dwellings shall cover a ground area of not less than 1200 square feet, exclusive of garage and porches and the main floor area of all dwellings of two stories shall cover a ground area of not less than 1000 square feet, exclusive of garage and porches. The main floor of all single story dwellings with basement garages shall cover a ground area of not less than 1400 square feet, exclusive of porches. All dwellings shall have garages to accomodate two cars and attached garages shall be of the same material and architecture as the dwelling.

4. No building shall be erected on said lots other than a single detached dwelling on each such lot with necessary outbuildings and no lot shall be improved, used or occupied for other than private one family residence purposes; and shall not be erected, placed or maintained on any of said lots, any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.

5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefore have been approved in writing by the undersigned. All dwellings constructed shall not exceed two stories in height and exterior walls, including basement walls which are exposed shall be of wood, concrete blocks, stone, brick or brick veneer construction, or some combination thereof.

6. No trailer, basement, excavation, tent, garage, barn or other outbuilding erected, constructed or placed on any part of said lots shall, at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

7. All dirt removed from cellars, basements and other excavations from each and every lot will be placed at a designated location to be determined by the undersigned.

8. All fuel tanks on said lots shall be buried. No hedge, wall, steps, or other construction, except driveway or sidewalk, shall be placed or maintained forward of the front lot line. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.

9. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot as to be exposed to public view or become a nuisance.

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

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

12. For the purpose of constructing 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 not be less than the front width at the front lot line of either of the original lots comprising a part of such ownership. A single lot shall also mean all of one as now platted and part or parts of one or more adjoining lots.

13. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, telephone and other utility lines and services.

14. The provision herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns and their grantees; both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described. All deeds of

of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

15. The restrictions herein set forth shall run with the land and be binding upon all owners of the above described lots for a period of 20 years from the date hereof. At the expiration of said period said restrictions shall be automatically extended for successive periods of 10 years each, unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots executed and recorded in the manner provided by law.

16. 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 provisions shall not affect the validity of any other provision.

17. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned, any liabilities, obligations or requirement for the enforcement of this instrument or any of its provisions by the undersigned except at the option of the undersigned.

IN WITNESS WHEREOF, the said MAPLE MEADOWS CORPORATION, a Nebraska Corporation, has hereunto caused its corporate seal to be affixed and these presents to be signed by its President and Secretary this 14th day of July, A. D., 1959.

Signed, Sealed and delivered in presence of

MAPLE MEADOWS CORPORATION, a Nebraska Corporation
By Clifford E. Conner President
Virginia M. Stasert Secretary

(Corporate Seal)

APPROVED AS TO FORM:

Joseph P. Inserra
JOSEPH P. INSERRA, Resident Agent, and Attorney for MAPLE MEADOWS CORPORATION;

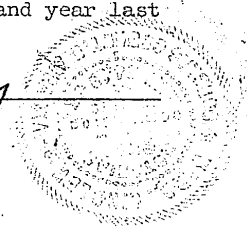
STATE OF NEBRASKA)
County of Douglas) ss.

On this 29th day of July 1959 before me, the undersigned, a Notary Public in and for said County personally came CLIFFORD E. CONNER, President of MAPLE MEADOWS CORPORATION, (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above 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 the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Ward Lindsey
NOTARY PUBLIC

My commission expires May 24, 1965.



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY August 1959 AT 9:48 - 9 THOMAS J. O'CONNOR, REGISTER OF DEEDS

3 of August