PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots and blocks in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on the lots and blocks in said subdivision;

NOW THEREFORE, the following restrictions are hereby placed upon the lots and blocks in said subdivision:

PART B. AREA OF APPLICATION

B-1. All residential area restrictions in Part C shall apply to Lots 1 through 13, inclusive, and Lots 15 through 19, inclusive, Block 1, Lots 1 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6.

B-2. All residential area restrictions numbered 1, 4, 5, 6, 7, 9 and 10 in Part C shall apply to all of Block 7.

B-3. The business area restrictions in Part D shall apply to Lots A, B and C, Block 1.

PART C. RESIDENTIAL AREA RESTRICTIONS

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 the following: Lots 1 through 13, inclusive, Block 1, Lots 1 through 16, inclusive, Block 2, and Lots 1, 2 and 3, Block 6. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 1,100 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, shall be permitted on the following: Lots 15 through 19, inclusive, Block 1, Lots 17 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 4 through 9, inclusive, Block 6.

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. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. 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.

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.

PART D. BUSINESS AREA RESTRICTIONS

D-1. All uses permitted in the 1st Commercial District as now established and hereafter amended under the Omaha Municipal Code shall be permitted except the following which are specifically prohibited:

(a) Open air display of boats and cars for selling or storage purposes;
(b) Boarding and lodging houses;
(c) Mortuaries
(d) Drive-in movies

D-2. There shall also be permitted one or more office buildings conforming to Height Regulations in the 2nd Commercial District as now established and hereafter amended under the Omaha Municipal Code.

PART E. GENERAL PROVISIONS

E-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground 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 the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

E-1. ARCHITECTURAL CONTROL (continued).

The approval or disapprpval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) 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.

E-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 except upon the strip of land adjoining the west boundary lines of Lots 14 through 19, inclusive, Block 1, and Lots 1 and 2, Block 4, where the width of said perpetual license and easement shall be ten (10) feet. 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.

E-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 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.

E-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 thirty-five (35) years from the date these covenants are recorded.

E-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.

E-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, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

N. P. DODGE CORPORATION

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest: Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

IN WITNESS WHEREOF, Maple Village Shopping Center, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

MAPLE VILLAGE SHOPPING CENTER, INC.

By _____
Charles A. Peters
Vice President

Attest:

_____
R. H. Abernathy, Jr.
Secretary

IN WITNESS WHEREOF, Maple Gardens, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

MAPLE GARDENS, INC.

By _____
Charles A. Peters
Vice President

Attest:

_____
R. H. Abernathy, Jr.
Secretary

STATE OF NEBRASKA)
) SS
County of Douglas)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and Elizabeth C. Dillon, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

Witness my hand and notarial seal on the day and year last above written.

NOTARY PUBLIC COMMISSION EXPIRES JULY 30, 1964

_____
Notary Public

My commission expires July 30, 1964.

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STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of Maple Village Shopping Center, Inc., and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.

Witness my hand and notarial seal on the day and year last above written.

Ruth M. George
Notary Public

My Commission expires July 30, 1964.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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Ruth M. George
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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
16 DAY June 1960 10:14 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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