

442-539

No. 89
Misc. 442
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PROTECTIVE COVENANTS AND RESTRICTIONS

for

Filed Oct. 13, 1966

MAPLE VILLAGE

LOT 1, BLOCK 46; LOTS 1 and 2, BLOCK 47; LOTS 1, 2 and 3, BLOCK 48; LOT 1, BLOCK 49; LOTS 1, 2 and 3, BLOCK 50; and LOT 1, BLOCK 51. BEING A PLATTING OF PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 3, PART OF THE NW 1/4 OF SECTION 10, ALL OF VACATED 93rd STREET, ALL OF VACATED 93rd AVENUE, AND A REPLATTING OF LOTS 23 and 24, MENKE PARK, AS SURVEYED, PLATTED AND RECORDED, ALL PROPERTY LYING IN T 15 N, R 12 E of the 6th P.M., DOUGLAS COUNTY, NEBRASKA.

PART A. PREAMBLE

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

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

PART B. AREA OF APPLICATION

B-1. All restrictions in Part C shall apply to all of the above described lots in said subdivision, except that the restriction designated C-6 shall apply only to Lot 1, Block 46, Lots 1 and 2, Block 47, Lots 2 and 3, Block 48, Lot 3, Block 50, and Lot 1, Block 51.

B-2. The architectural control restrictions in Part D shall apply to all of said lots except Lot 1, Block 48, and Lot 1, Block 49.

PART C. RESTRICTIONS

C-1. 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 the 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 four feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks.

C-2. Underground cable and wiring shall be used for the distribution and service of electric power and telephone utilities unless, in the opinion of the Omaha Public Power District and/or the Northwestern Bell Telephone Company, their successors and assigns, the use of underground cable and wiring is not feasible.

C-3. 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.

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C-4. 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-5. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-6. 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-7. 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. ARCHITECTURAL CONTROL RESTRICTIONS

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot, nor shall any private drive or parking area be constructed and surfaced, 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 Company 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 Company specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Company or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Company 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.

PART E. GENERAL PROVISIONS APPLYING TO ALL LOTS IN SAID SUBDIVISION

E-1. 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-2. 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 years (35) from the date these covenants are recorded.

E-3. 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-4. Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

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M. J. [Signature]

THOMAS J. DENNON
REGISTER OF DEEDS
COUNTY OF WISCONSIN

1966 OCT 13 AM 11 51

RECEIVED

THE STATE OF WISCONSIN
County of Douglas
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 442 of Deeds

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[Signature]
Register of Deeds

By _____ Deputy

MAIL S. W. Abernathy

70 W. P. D. Office G.P.N. P.O. #

Compared Fee 13

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