

BOOK 443 PAGE 17

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

MILLARD HEIGHTS, INC.  
to  
Whom It May Concern

) Dated October 24-1966  
) Recorded October 24-1966  
) Book 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 1299, Page 753 of the Deed 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, subject 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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inclusive, Block Six (6), Lots One (1) through Twenty-three (23), inclusive, Block Seven (7), Lots One (1) through Nine (9), inclusive, Block Eight (8), Lots One (1) through Thirty-three (33), inclusive, Block Nine (9), Lots One (1) through Nineteen (19), inclusive, Block Ten (10), Lots One (1) through Ten (10), inclusive, Block Eleven (11), all in Millard Heights, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and except as otherwise hereinafter specifically set forth, all covenants, easements and restrictions herein set forth shall apply to all of said lots.

2. Said lots shall be occupied and used for 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 Millard Heights Subdivision, or (2) any parcel made up of parts of two or more platted lots in Millard Heights Subdivision having an area of not less than Ten Thousand (10,000) square feet, and minimum width complying with applicable zoning.

4. No structure shall be erected, altered, placed or permitted to 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 breezeways, provided, however, that in addition thereto on Lots Six (6) through Twenty-eight (28), inclusive, Block 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 ten (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 as of the time of construction will permit construction closer to the 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 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 home 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:

<u>For One Story House</u>	<u>For 1½ Story or 2 Story House</u>	<u>Lots To Which Applicable</u>
1,600 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 4
1,400 Square Feet	1,200 Square Feet	All other lots included in paragraph 1 except those hereinabove 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.

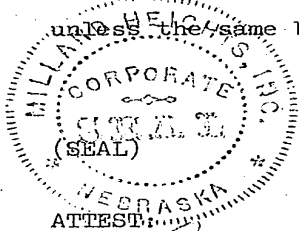
15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any Court or otherwise, shall in no way affect any of the other provisions which shall remain in full

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 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.



*[Signature]*  
Secretary

MILLARD HEIGHTS, INC., a  
Nebraska corporation

By *[Signature]*  
President

STATE OF NEBRASKA )  
                          ) ss.  
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.

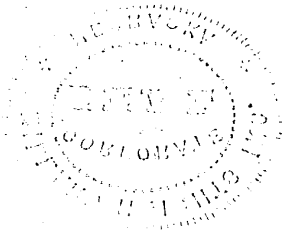
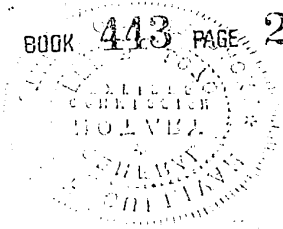
WITNESS my hand and Notarial Seal on Oct 24, 1966.



*[Signature]*  
Notary Public

My Commission Expires: Feb 3, 1970.

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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, N.Y.

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RECEIVED

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*Maced*

THE STATE OF NEW YORK  
Douglas County

Entered in the books and files  
for record in the name of the Register of  
Deeds of said County and recorded in

Book 443 of Mace  
Page 17

*James J. [Signature]*  
Register of Deeds

By \_\_\_\_\_ Deputy

*MAN Millard Heights Ave*  
*108 East Seneca Circle*

*N 797-4814* G.P.N.P.O.  
*108 East Seneca Circle* No. 5575