

PROTECTIVE COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS ADDITION,
SARPY COUNTY, NEBRASKA

Misc. 24, : N. P. Dodge Corporation, :
Page 327 : (Corporate Seal) :
: by R. H. Abernathy, Jr. : Dated Dec. 18, 1958
: Vice President; : Filed Jan. 20, 1959
: Attest: Elizabeth C. Dillon, :
: To Secretary :
: Whom it may concern: :

PART A: Preamble

KNOW ALL MEN BY THESE PRESENTS: That, whereas the undersigned is the owner of all lots in Southern Hills Addition, an Addition in Sarpy County, Nebraska, and is desirous of placing proper restrictions on the lots in said Southern Hills Addition:

Therefore, these presents witnesseth, the following restrictions are hereby placed upon said Southern Hills Addition:

PART B: Residential Area Covenants

1. No lot shall be used except for residential purposes. 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 and a private garage for not more than two cars.

2. No dwelling having a ground floor area of less than 700 square feet, exclusive of porches, breeze-ways and garages, shall be permitted on any lot.

3. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, the side street line, or the rear lot line, nor shall any dwelling be located nearer than 6 feet to an interior side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No fence or wall, except for a patio enclosure, shall be erected or be permitted to remain more than four feet in height above the ground level or having more than 50 per cent closed construction. No fence or patio enclosure shall be constructed with the posts located on the outside of the fence or enclosure. No patio enclosure shall be erected or permitted to remain except in the rear yard of a lot, nor shall any patio enclosure be located nearer than 25 feet to the side street line, 10 feet to an interior side lot line, or 15 feet to a rear lot line.

5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

* 6. Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang.

7. 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.

8. 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.

9. Dwellings constructed in another addition or location shall not be moved to any lot in this addition.

10. 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 purposes.

11. 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 addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

PART C: General Provisions

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

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

IN WITNESS WHEREOF, the 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 18th day of December, 1958.

N. P. Dodge Corporation
By R. H. Abernathy, Jr., its
Vice President

Elizabeth C. Dillon, its Secretary

No Witness. Acknowledged Dec. 18, 1958, in Douglas County, Nebraska, by R. H. Abernathy, Jr., and Elizabeth C. Dillon, Vice President and Secretary respectively, of the N. P. Dodge Corporation, before Alfred J. Simonsen, Notary Public in and for said County with seal. Com. Exp. June 9, 1960.