

DECLARATION OF PROTECTIVE COVENANTS,
EASEMENTS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of all of the property hereinafter described, located in SOUTHERN MANOR ESTATES, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, and are desirous of placing certain protective covenants, easements and restrictions on the lots hereinafter described, for the benefit of the present and future owners thereof,

NOW, THEREFORE, in consideration of the premises, the undersigned for themselves, their heirs and assigns, hereby covenant and agree that the lots hereinafter described are hereby restricted as to their use, pursuant to the following restrictions which have been imposed upon said premises as a servitude in favor of the described premises and each and every lot included therein, the same being pursuant to the general plan for the development and improvement of the tract described below during the period of time hereinafter prescribed, which restrictions, easements and covenants are, and shall be, for the benefit of each and all of the lots and blocks hereinafter described and shall be enforceable by any and all of the owners of any and all of said lots, and by the grantors, the undersigned.

1. The lots to be included under this Declaration of Protective Covenants, Easements and Restrictions are: Lots One (1) and Two (2), Block One (1), Lots One (1) through Twenty-four (24), inclusive, in Block Two (2), Lots One (1) through Nine (9), inclusive, in Block Three (3), Lots One (1) through Eight (8), inclusive, in Block Four (4), Lots One (1) through Eleven (11), inclusive, in Block Five (5), Lots One (1) through Twenty-one (21), inclusive, and Lot Twenty-four (24), in Block Six (6), all in Southern Manor Estates, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2. Said lots shall be occupied and used only for one of the following purposes:

- (a) Single family dwellings;
- (b) Churches;
- (c) Publicly owned and operated parks, playgrounds and non-commercial recreational uses, including community swimming pools.

3. 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, together with an attached private garage for one or more cars. Where the contour of lots permits, the garage may be a basement garage. For the purposes of this paragraph, the term "residential building plot" is defined as meaning any lot, or combination of parts or all of two or more lots, when used for residential purposes.

4. 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 or any domestic animals (except dogs and cats), poultry or fowl of any kind may be kept or maintained thereon, nor shall there be any commercial gardening.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. As to single family dwellings having not more than two bedrooms, the enclosed area of the main residential floor, exclusive of open porches and garages, shall be not less than 850 square feet. As to single family dwellings having three or more bedrooms, the enclosed area of the main residential floor, exclusive of open porches and garages, shall be not less than 960 square feet. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 7 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line except that a 3-foot side yard shall be permitted for an accessory building located 65 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. For purposes of this paragraph the term "lot" shall have the same meaning as the term "residential building plot" as defined in paragraph 3 above. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

7. All dwellings built in said addition must be completed within nine

months from the date of the commencement of construction.

8. 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 with the necessary supports, sustaining wires, crossarms, 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 and other public utility purposes over and upon a five-foot strip of land adjoining the rear and all side boundary lines (except such as abut dedicated streets) of said lots above described; 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 in said addition.

9. The owners of lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

10. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all owners thereof 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 a total of fifty (50) years.

11. 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 in equity, civil or criminal, against the person

or persons violating or attempting to violate any such covenants, in order to prevent him or them from so doing or to recover damages or other dues for such violation or both. Nothing contained in this instrument shall in anywise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

12. 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 wise affect any of the other provisions which shall remain in full force and effect.

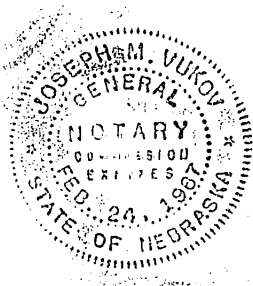
13. Each and every provision hereof shall bind and inure to the benefit of the undersigned, their successors, assigns and grantees and their heirs, devisees, representatives, and grantees and shall run with the land for the benefit of, and imposed upon, subsequent owners of each of the lots above described.

14. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on the street sides of improved corner lots.

15. Dwellings constructed at another location shall not be moved to any lot within this Addition.

IN WITNESS WHEREOF, we have affixed our signatures hereto this

7 day of September, 1965.



X George W. Oliver, Sr.
George W. Oliver, Sr.

X Patricia J. Oliver
Patricia J. Oliver

X Matthew J. Krska
Matthew J. Krska

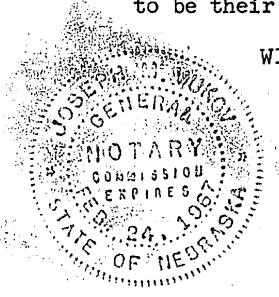
X Lola M. Krska
Lola M. Krska

X Anna K. Krska
Anna K. Krska

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 7 day of September, 1965, before me, the undersigned,
a Notary Public, personally came GEORGE W. OLIVER, SR. and PATRICIA J. OLIVER,
husband and wife, to me known to be the identical persons whose names are
affixed to the foregoing instrument and acknowledged the execution thereof
to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

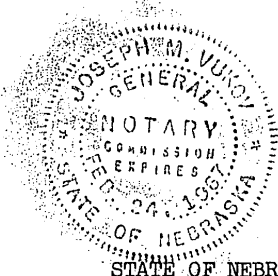


Joseph M. Vukob
Notary Public
My Commission Expires: February 24, 1967

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 7 day of September, 1965, before me, the undersigned,
a Notary Public, personally came MATTHEW J. KRKA and LOLA M. KRKA, husband and
wife, to me known to be the identical persons whose names are affixed to the
foregoing instrument and acknowledged the execution thereof to be their
voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

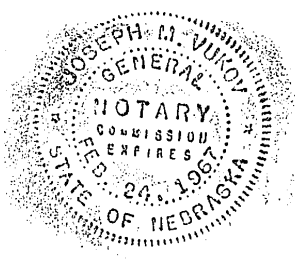


Joseph M. Vukob
Notary Public
My Commission Expires: February 24, 1967

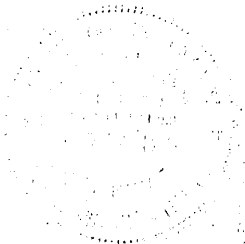
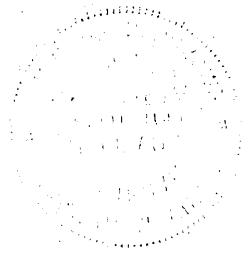
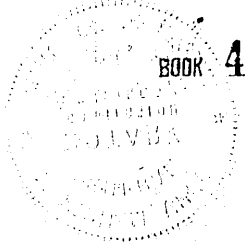
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 7 day of September, 1965, before me, the undersigned,
a Notary Public, personally came ANNA K. KRKA, widow, to me known to be the
identical person whose name is affixed to the foregoing instrument and acknowledged
the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Joseph M. Vukob
Notary Public
My Commission Expires: February 24, 1967



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

THE STATE OF NEBRASKA }
Douglas County } ss.

Entered in Historical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in

Book 430 of Maple
Page 9

James J. Papillion
Register of Deeds
Papillion

By *James J. Papillion* Deputy

MAIL *Strawn & Peterson*
131 Good Street

N *75-535+* G.P.N. P.O. *2850*
Examined *75-535+* Fed. *2850*

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