

PROTECTIVE COVENANTS

for
subdivision to be known as
MAPLE HILL

335 PM-495

The undersigned LLOYD M. PETERSON and LAURA E. PETERSON, husband and wife, owners of the West 20 acres of the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 12 East of the 6th P.M. except that portion of said 20 acres described as follows: Beginning at the Northwest corner of said Southeast Quarter of Section 9, thence East running 20 rods, thence South 16 rods, thence West 20 rods, thence North 16 rods to the place of beginning, containing 2 acres, all of the above being situated in Douglas County, Nebraska, to be platted and dedicated as MAPLE HILL, a subdivision in Douglas County, Nebraska, hereby state that all parcels in said tract and all lots in said subdivision shall be conveyed subject to the covenants, conditions, restrictions and easements hereinafter set forth:

1. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time the said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. Enforcement. If any lot owners, their heirs, devisees or grantees, shall violate or attempt to violate any of the covenants herein, any other lot owner in said subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent said violation or to recover damages therefor; but, this instrument shall in no way be construed as placing any liability or obligation for its enforcement upon the undersigned.

3. Minimum Floor Area. No dwellings shall be erected in said subdivision unless it complies with the following minimum ground floor area, exclusive of porches, breezeways and garages;

1250 square feet for one story dwelling

1100 square feet for one and one-half story dwelling

1000 square feet for two story dwellings

4. Foundations. All exposed foundations on any dwelling shall be covered with a brick or stone facing.

5. Garages. All dwellings shall be erected with a two-car attached garage, except where under-house garages are expressly approved in writing by the undersigned developers.

6. Fences and Hedges. No fences, hedges, row of bushes or row of trees, except foundation landscaping, shall be erected in front of the minimum front yard setback line 40 feet from the front property line.

7. Utilities Easements. The Northwestern Bell Telephone Company and the Omaha Public Power District and their successors shall have perpetual easements for the construction and maintenance of utilities over, upon and under a five foot strip of land immediately adjacent to rear and side lot lines.

8. Pets. No more than two household pets shall be kept by persons occupying any one dwelling.

9. Approval of Plans. No dwelling shall be commenced in said subdivision from date hereof until January 1, 1983 unless and until the plans and specifications therefor and the plot plan showing the location and elevations of the dwellings and finished grades have been submitted to the undersigned developers and have been approved as to conformity and harmony of exterior design, location and grades with existing dwellings in the subdivision. Failure of the undersigned to give written approval or disapproval within 30 days after submission of plans and specifications and plot plan shall release the lot owner from the obligations of this paragraph.

CROSMAN BARTON'S QUINLAN
OMAHA, NEBRASKA

Executed this 10th day of October, 1958 in Omaha, Nebraska.

Lloyd M. Peterson
LLOYD M. PETERSON

Laura E. Peterson
LAURA E. PETERSON

State of Nebraska }
County of Douglas } ss.

Before me, a Notary Public, personally appeared this 10th day of October, 1958 LLOYD M. PETERSON and LAURA E. PETERSON, husband and wife, who are personally known to me as the persons who executed the foregoing instrument and who acknowledged their execution thereof to be their voluntary act and deed.

William J. Brady
Notary Public

1958 OCT 17
RECORDED IN REGISTER'S OFFICE IN DOUGLAS COUNTY, NEBRASKA
BY *W. J. Brady* M. ANGLUS, RECORDER OF DEEDS. 15