

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

MILLARD HEIGHTS, INC., ET AL.)	Dated _____
)	Recorded _____
to)	
WHOM IT MAY CONCERN)	Book _____ Page _____

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 27th day of September, 1966, in Book 1299, Page 753, of the Deed Records of Douglas County, Nebraska, and

WHEREAS, Millard Heights, Inc., a Nebraska corporation, has heretofore executed a plat of Millard Heights Replat, a subdivision in Douglas County, Nebraska, which plat was recorded on the 26th day of January, 1967, in Book 1308, Page 755 of the Deed Records of Douglas County, Nebraska, and which replatting covered a portion of the property formerly included in Millard Heights, a subdivision in Douglas County, Nebraska, and

WHEREAS, Millard Heights, Inc., has dedicated to the public all of the streets, roads and avenues shown on said plat and replat, for use by the public for street purposes, and

WHEREAS, Millard Heights, Inc., a Nebraska corporation, has heretofore executed and filed for record a Declaration of Protective Covenants, Easements and Restrictions, which appears in Book 443, Page 17 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, and

WHEREAS, all of the owners of the property included in said Declaration of Protective Covenants, Easements and Restrictions now desire that said Declaration of Protective Covenants, Easements and Restrictions be amended so that the same shall hereafter be as hereinafter set forth,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, MILLARD HEIGHTS, INC., HOWARD C. LARSEN and MAXINE J. LARSEN, husband and wife, LARRY A. LARSEN, single, KATHLEEN ULRICH and DARRELL L. ULRICH, wife and husband, CAROLYN SCHREINER and MILTON D. SCHREINER, wife and husband, LARRY L. THORPE and ELIZABETH A. THORPE, husband and wife, and GENE L. BURGEN and MARTHA ANN BURGEN, husband and wife, for themselves and their successors in interest, hereby agree that all of the lots hereinafter set forth in Millard Heights, a subdivision in Douglas County, Nebraska, and in Millard Heights Replat, 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 servi-

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tude 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 Millard Heights, Inc.

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 Nine (9), inclusive, Block Four (4), 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.

The lots in Millard Heights Replat which are covered by this Declaration of Covenants, Easements and Restrictions are:

Lots One (1) through Eighty-one (81), inclusive, Millard Heights Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Except as otherwise hereinafter specifically set forth, all covenants, easements and restrictions hereinafter 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 either Millard Heights Subdivision or Millard Heights Replat, or (2) any parcel made up of parts of two or more platted lots in Millard Heights Subdivision or in Millard Heights Replat, 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:

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<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 and 4, Block 2 and Lots 1, 2, 3 and 4, Block 11, Millard Heights
1,200 Square Feet	1,000 Square Feet	Lots 9 through 16 inclusive, Block 3, Lots 1 through 9 inclusive, Block 4, Lots 18 through 23 inclusive, Block 9 in Millard Heights and Lots 1 through 10 inclusive, Lots 46 through 51 inclusive, Lots 65 through 68 inclusive, and Lots 74 through 81 inclusive, Millard Heights Replat
1,400 Square Feet	1,200 Square Feet	All other lots included in paragraph 1 except those hereinabove set forth in this paragraph 9.

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 with the necessary supports, sustaining wires, cross-arms, guys and anchors, underground conduits, and other instrumentalities and to extend thereon or through the same, wires for the carrying or transmission of electric current for light, heat and power, and for all telephone and telegraph and message service, over, upon and under a five (5) foot strip of land adjoining and parallel to the side boundary lines of all of the lots above mentioned and over, upon and under a five (5) foot strip of land adjoining and parallel to the rear boundary lines of all of the lots above mentioned with the exception of those lots hereinafter specified to have a ten (10) foot rear lot easementway; provided, however, that said side lot easements are granted upon the specific condition that if no public utility company constructs its utility facilities over, upon or under such side boundary line easementway within thirty-six (36) months of the date hereof or if all public utility company facilities that have been constructed thereafter are completely removed without replacement in full or in part within sixty (60) days after their removal, then this side boundary line easementway shall automatically terminate and become void as to such unused or abandoned easementways. With respect to the following lots said easement shall be over, upon and under a ten (10) foot strip of land more particularly described as follows:

The ten (10) foot strip of land adjoining and parallel to the rear lot lines of Lots Six (6) through Twenty-eight (28), inclusive, Block One (1), Millard Heights, which said rear lot lines abut against Lot Thirty (30) in said Block One (1), Millard Heights; the ten (10) foot strip of land adjoining and parallel to the southerly lot lines of the following lots, which abut upon Harrison Street: Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Block Three (3), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), Block Four (4), Millard Heights, Lots One (1), Two (2), Three (3), Four (4), Eighty-one (81), Eighty (80), Seventy-nine (79), Seventy-eight (78), Seventy-seven (77), Seventy-six (76), Seventy-five (75), Seventy-four (74), Sixty-eight (68), Sixty-seven (67), Sixty-six (66), and Sixty-five (65), Millard Heights Replat.

The said license includes the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities.

No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the foregoing described easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

This license is granted for the use and benefit of all present and future owners of the 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 these Subdivisions designated by Millard Heights, Inc. for fill purposes. No excess dirt shall be removed from these Subdivisions unless prior written permission therefore is secured from Millard Heights, Inc.

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 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.

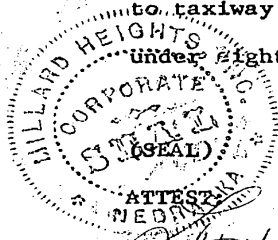
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15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any Court or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

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 hangar 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, if located to the rear of a residence, otherwise four (4) 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, Lot Thirty (30), Block One (1), Millard Heights) unless the same be under eighteen (18) inches in height.



MILLARD HEIGHTS, INC., a Nebraska Corporation

By Howard C. Larsen President

Ray A. Larsen
Secretary

Howard C. Larsen
Howard C. Larsen

Maxine J. Larsen
Maxine J. Larsen

Larry A. Larsen
Larry A. Larsen

Kathleen Ulrich
Kathleen Ulrich

Carolyn Schreiner
Carolyn Schreiner

Darrell L. Ulrich
Darrell L. Ulrich

Milton D. Schreiner
Milton D. Schreiner

Larry L. Thorpe
Larry L. Thorpe

Gene L. Burgen
Gene L. Burgen

Elizabeth A. Thorpe
Elizabeth A. Thorpe

Martha Ann Burgen
Martha Ann Burgen

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 August 21st,

1967.



D. E. Griffin
Notary Public

My Commission Expires: April 25th, 1968.

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came HOWARD C. LARSEN and MAXINE J. LARSEN, husband and wife, and LARRY A. LARSEN, single, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



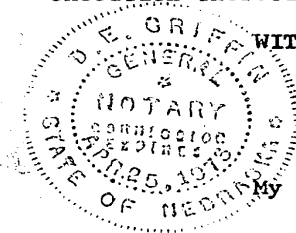
WITNESS my hand and Notarial Seal on August 21st, 1967.

D. E. Griffin
Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came KATHLEEN ULRICH and DARRELL L. ULRICH, wife and husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



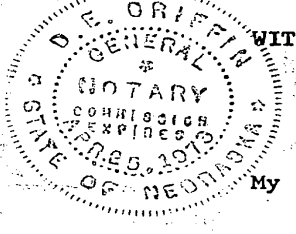
WITNESS my hand and Notarial Seal on August 21st, 1967.

D. E. Griffin
Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came CAROLYN SCHREINER and MILTON D. SCHREINER, wife and husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



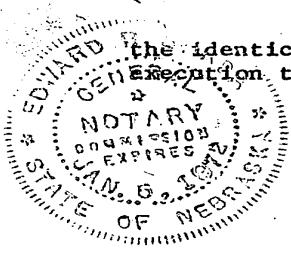
WITNESS my hand and Notarial Seal on August 21st, 1967.

D. E. Griffin
Notary Public

My Commission Expires: April 25th, 1973.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally LARRY L. THORPE and ELIZABETH A. THORPE, husband and wife, known to me to be



the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

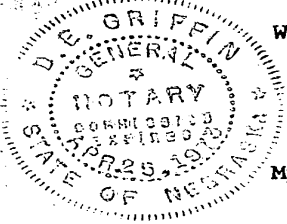
WITNESS my hand and Notarial Seal on 12-12, 1967.

[Signature]
 Notary Public

My Commission Expires: Jan 5, 1972.

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came GENE L. BURGEN and MARTHA ANN BURGEN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



WITNESS my hand and Notarial Seal on Aug 21st, 1967.

[Signature]
 Notary Public

My Commission Expires: April 25, 1973.

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

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