

MADELINE REALTY COMPANY, INC., a Nebraska corporation,

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that the undersigned Madeline Realty Company, Inc., a Nebraska corporation, sole owner of Lots 1 through 412 inclusive in Parkside, a Subdivision located in the Northwest Quarter of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of any of said lots, does hereby covenant and declare that said lots numbered 1 through 324 inclusive, and lots numbered 326 through 405 inclusive, shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. That said lots shall be used for residential, institutional and commercial purposes only.
2. That all dwelling houses constructed in the area zoned Second Residential shall have a minimum of 1200 square feet ground-floor area and a two-car garage. All dwelling houses erected in the area zoned Third Residential shall have a minimum of 1000 square feet ground-floor area and a one-car garage. All dwelling houses erected in the area zoned Fourth Residential shall have a minimum of 900 square feet ground-floor area and a one-car garage. That the dwelling house side yards, setbacks, front yards, and rear yards, shall conform to the zoning requirements of the City of Omaha and its building code requirements in accordance with the zone in which the particular dwelling house is erected. That said minimum areas are exclusive of porches and garages.
3. None of the lots shall be used for any immoral or illegal purposes.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon or used on any lot, at any time, as a residence, either temporarily or permanently. No dwelling constructed outside Parkside Addition shall be moved onto any of the lots covered by these covenants.
5. No noxious or offensive activity shall be conducted on or permitted on any lot, nor shall anything be done or suffered thereon which may be or may become an annoyance or a nuisance.
6. No animals, livestock, or poultry shall be raised, bred or kept on any lot except the dogs, cats or other household pets may be kept, provided that they are not kept bred or maintained for any commercial purpose. At the time that the within covenants are made effective there is existing on the land a farm house and necessary outbuildings for the operation of a farming enterprise together with farm animals, poultry, livestock, etc. That said farming enterprise and the buildings used in connection therewith may be used and operated for farming purposes until such time as they are removed in the development of the area, and thereafter the area encompassed by the farm buildings and outbuildings shall come within the provisions of these covenants.
7. All residential lots shall provide off-street parking for a minimum of one and one-half cars per single family dwelling residence.

8. Each owner shall construct a public sidewalk built of Portland cement concrete, 4 inches thick and 4 feet in width, and located 4 feet from the curb line. The sidewalk shall be along the front of each lot and in the case of a corner lot along the side street as well. The sidewalk shall be constructed by the then owner of the lot at the time of completion of the main residential structure and before occupancy thereof.

9. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas or sewer lines serving said lot and for damages done to the street by any heavy equipment used in connection with that property.

10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns to repair, erect, maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said 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. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

11. No building shall be erected on any of said lots without prior written approval of plans and specifications by Madeline Realty Company, Inc., a corporation, or its duly authorized agent.

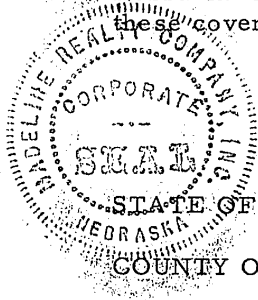
12. That upon completion of construction of any dwelling house or building on lots covered by these covenants the construction debris must be removed from the area of Parkside Addition. No owner or occupant of any dwelling house within Parkside Addition shall place upon, burn, or dispose of trash, refuse, papers or other items on lots numbered 325 and 406 through 412 inclusive within Parkside Addition.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants, the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of twenty (20) years from and after the date of the recording of this instrument.

This instrument is recorded as provided by law. Each of the covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Madeline Realty Company, Inc., a
Nebraska Corporation, being the owner of all said real estate, has executed
these covenants this 25th day of April, 1966.



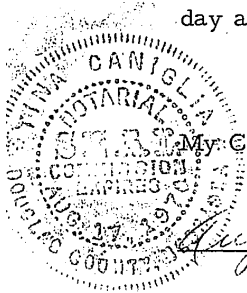
By:

Madeline Jacobson
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Madeline Jacobson, President of Madeline Realty Company, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be her voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



My Commission expires:

Tina Caniglia

August 17, 1970

6 /
Mue

18

RECEIVED

THE STATE OF

MISSISSIPPI

Office of the

Register of Deeds

for the County of

Deeds of

Book

Page

439 Misc

689

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

66 JUN 27 - AM 11 51

Joseph P. Pymmet
Box 105
Perry, Iowa

Compared

File

105

77-137
etc