

PROTECTIVE COVENANTS AND RESTRICTIONS

for

SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

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 the County of Sarpy, State of 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, breezeways 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 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.

4. No fence or wall, except for a patio enclosure, shall be erected or permitted to remain more than 4 feet in height above ground level or having more than 50% 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 setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 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 within 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 purpose.

Witness my hand and I am sealed in the Register of Deeds office in Sarpy County, Nebraska
2000 Jan 29 10:34 AM G. F. Nicholson, County Clerk

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 on all parties and persons claiming under them for a period of twenty-five 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 a 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

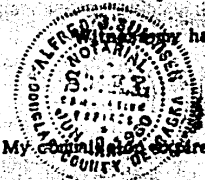
by *R. H. Abernathy, Jr.*
R. H. Abernathy, Jr.
Vice President

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of December, 1958, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and Elizabeth C. Dillon, who are personally known to me to be the Vice President and Secretary respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its authority.



Witness my hand and notarial seal on the day and year last above written.

Alfred J. Simonson
Notary Public

My commission expires June 9, 1960.