

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 1 through 30, inclusive, Block 4; Lots 4 through 44, inclusive, Block 20; Lots 4 through 41, inclusive, Block 21; Lots 13 through 25, inclusive, Block 23; Lots 1 through 19, inclusive, Block 25; Lots 1 through 24, inclusive, Block 26; Lots 2 through 41, inclusive, Block 27; Lots 1 through 8, inclusive, and Lots 14 through 17, inclusive, Block 28; Lots 1 through 7, inclusive, Block 29; Lots 1 through 17, inclusive, Block 30; Lots 1 through 3, inclusive, Block 31; Lots 1 through 3, inclusive, Block 32; Lot 1, Block 33; and Lot 1, Block 34.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the rulings of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. 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.

C-7. Buildings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

394
C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the west boundary lines of Lots 13 through 23, inclusive, Block 4, where the width of said perpetual license and easement shall be thirty (30) feet, and except Lots 24 through 30, inclusive, Block 4, and Lot 1, Block 33, where the width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its

removed, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to water upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by H. E. Abernathy, Jr., its Vice President, and R. T. Ross, its Secretary, thereunto duly authorized, by resolution of its Board of Directors, this 14th day of March, 1963.

N. P. DODGE CORPORATION

By H. E. Abernathy, Jr.
R. H. Abernathy,
Vice President

Attest:
R. T. Ross
Secretary



Witnessed this 5th day of March, 1963, 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 R. T. Ross, 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.

[Signature]
Notary Public

My commission expires April 13, 1965

RECEIVED

7 FEB 1901

THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
I, the undersigned, Clerk of the County of San Joaquin, do hereby certify that the within and foregoing is a true and correct copy of the original and is filed in my office of the County of San Joaquin, California, on the 7th day of February, 1901.

Henry J. ...
Clerk of the County of San Joaquin

W. C. ...
69

8 March

PROTECTIVE COVENANTS AND RESTRICTIONS

409 sec 418

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 9 through 13, and Lots 18 through 32, inclusive, Block 28; Lots 8 through 28, inclusive, Block 29; Lots 18 through 48, inclusive, Block 30; Lots 1 through 17, inclusive, Block 36; Lots 4 through 16, inclusive, Block 32; Lots 7 through 18, inclusive, Block 33; Lots 2 through 8, inclusive, Block 34.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. On a corner lot either side of the lot facing a street may be considered the front of the lot. Every part of a required yard shall be unobstructed from the ground upward, except for the ordinary projections of sills, belt courses, cornices, eaves and ornamental features. Provided, however, that none of the above mentioned projections shall extend into any required yard more than twenty-four inches. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska, shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. 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.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said

lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Company or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Company specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Company or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Company or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the west boundary lines of Lots 2 through 12, inclusive, Block 33, where the width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Military and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. DODGE COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and R. T. Ross, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 8th day of October, 1963.

N. P. DODGE COMPANY

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest:
R. T. Ross
R. T. Ross
Secretary



STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 8th day of October, 1963, 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 R. T. Ross, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Company 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



Phyllis J. Fried
Notary Public

My commission expires Sept. 13, 1969

RECEIVED
MAR 6 P

U.S. CUSTOMER SERVICE

Postage and Fees
to be paid by addressee

409
413

Thomas J. ...

200+201
69-222+224
IM 302+307
212+219
237+237
225+231

1/1 N.P. ...
5008

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots:

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 1 through 30, inclusive, Block 4; Lots 4 through 44, inclusive, Block 10; Lots 4 through 41, inclusive, Block 21; Lots 13 through 25, inclusive, Block 23; Lots 1 through 19, inclusive, Block 25; Lots 1 through 24, inclusive, Block 26; Lots 2 through 41, inclusive, Block 27; Lots 1 through 7, inclusive, Block 28; Lots 14 through 17, inclusive, Block 28; Lots 1 through 7, inclusive, Block 29; Lots 1 through 17, inclusive, Block 30; Lots 1 through 3, inclusive, Block 31; Lots 1 through 3, inclusive, Block 32; Lot 1, Block 33; and Lot 24, Block 34.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. 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. Such structure shall not be moved from outside of Maple Village.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot

removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, 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 R. T. Ross, its Secretary, thereunto duly authorized, by resolution of its Board of Directors, this 6th day of March, 1943.

N. P. DODGE CORPORATION

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest:
R. T. Ross
R. T. Ross
Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 6th day of March, 1943, 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 R. T. Ross, 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

RECEIVED

and filed
register of
titles in
this office

3/17/50

W. R. ...

PROTECTIVE COVENANTS AND RESTRICTIONS

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT Whereas the undersigned are the owners of all lots and blocks in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on the lots and blocks in said subdivision;

NOW THEREFORE, the following restrictions are hereby placed upon the lots and blocks in said subdivision:

PART B. AREA OF APPLICATION

B-1. All residential area restrictions in Part C shall apply to Lots 1 through 13, inclusive, and Lots 15 through 19, inclusive, Block 1, Lots 1 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6.

B-2. All residential area restrictions numbered 1, 4, 5, 6, 7, 9 and 10 in Part C shall apply to all of Block 7.

B-3. The business area restrictions in Part D shall apply to Lots A, B and C, Block 1.

PART C. RESIDENTIAL AREA RESTRICTIONS

C-1. No lot shall be used except for residential purposes.

C-2. No building shall be erected, altered, placed or permitted on any lot other than one detached single-family dwelling not to exceed _____ in height.

No dwelling having a ground floor area, exclusive of porches, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one-half or two-story structure, shall be permitted on the following lots: Lots 1 through 13, inclusive, Block 1, Lots 1 through 16, inclusive, Block 2, and Lots 1, 2 and 3, Block 6. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 1,100 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, shall be permitted, on the following: Lots 15 through 19, inclusive, Block 1, Lots 17 through 29, inclusive, Block 2, Lots 1 through 32, inclusive, Block 3, Lots 1 and 2, Block 4, Lots 1 through 11, inclusive, Block 5, and Lots 4 through 9, inclusive, Block 6.

C-3. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected, used, or used, on any lot at any time as a residence, either temporarily or permanently.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and sidewalk line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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 commercial purpose.

C-10. No unused building material, junk or refuse shall be stored or exposed on said lot except during actual building operations. No torn out or discarded automobiles, machinery or vehicles shall be stored on any lot in the subdivision and no junk or refuse shall be used for automobile junk piles or storage of any kind or waste material.

PART D. BUSINESS AREA RESTRICTIONS

D-1. All uses permitted in the 1st Commercial District as now established and hereafter amended under the Omaha Municipal Code shall be permitted except the following which are specifically prohibited:

- (a) Open air display of boats and cars for selling or storage purposes;
- (b) Boarding and lodging houses;
- (c) Mortuaries;
- (d) Drive-in movies.

D-2. There shall also be permitted one or more office buildings conforming to Height Regulations in the 2nd Commercial District as now established and hereafter amended under the Omaha Municipal Code.

PART E. GENERAL PROVISIONS

E-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground shall be erected, placed, or altered on any building plot until the construction plans and specifications thereon showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, location of external improvements, and appearance to be coordinated with respect to topography and finish grade of the site. The N. P. Dodge Corporation specifically reserves the right to refuse permission to construct any type of structure or improvement which in its opinion would be detrimental to the proper plan and development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the Applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

E-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part 8 except upon the strip of land adjoining the east boundary lines of Lots 14 through 19, inclusive, Block 1, and Lots 1 and 2, Block 4, where the width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies shall install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof, or any of said equipment is constructed but thereafter removed within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easements. No permanent buildings or trees shall be placed in said easements but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

E-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives; to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

E-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

E-5. 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.

E-6. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, 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 30th day of March, 1960.

N. P. DODGE CORPORATION

BY

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

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

IN WITNESS WHEREOF, Maple Village Shopping Center, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolutions of its Board of Directors, this 30th day of March, 1960.

MAPLE VILLAGE SHOPPING CENTER, INC.

By *Charles A. Peters*
Charles A. Peters
Vice President

Attest:

R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Secretary

IN WITNESS WHEREOF, Maple Gardens, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 30th day of March, 1960.

MAPLE GARDENS, INC.

By *Charles A. Peters*
Charles A. Peters
Vice President

Attest:

R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Secretary

STATE OF NEBRASKA)
) SS
County of Douglas)

On this 30th day of March, 1960, 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 hereto by its authority.

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

NOTARY

Elizabeth C. Dillon
Notary Public

My commission expires July 30, 1964.

STATE OF NEBRASKA)

354 309

COUNTY OF DOUGLAS)

SS

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of Maple Village Shopping Center, Inc., 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.

Arthur M. George
Notary Public

My Commission expires July 30, 1964.

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 30th day of March, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., who are personally known to me to be the Vice President and Secretary, respectively, of Maple Gardens, Inc., 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.

Arthur M. George
Notary Public

My Commission expires July 30, 1964.

Notary Public Seal

RESTRICTIVE COVENANTS AND RESTRICTIONS

FOR

MAPLE VILLAGE SUBDIVISION IN POLK COUNTY, NEBRASKA

WHEREAS the undersigned are hereinafter described in Maple Village, a subdivision in Polk County, State of Nebraska, and are desirous of placing certain restrictions on said lots:

ARTICLE I. AREA OF APPLICATION

NOW KNOW ALL MEN, that the following restrictions are hereby placed upon lots 1 through 10, inclusive, Block 1; lots 11 through 41, inclusive, Block 2; lots 13 through 25, inclusive, Block 3; lots 1 through 15, inclusive, Block 4; lots 1 through 24, inclusive, Block 5; lots 2 through 41, inclusive, Block 6; lots 1 through 17, inclusive, Block 7; lots 14 through 17, inclusive, Block 8; lots 1 through 7, inclusive, Block 9; lots 1 through 17, inclusive, Block 10; lots 1 through 17, inclusive, Block 11; lots 1 through 2, inclusive, Block 12; Lot 1, Block 13, and Lot 1, Block 14.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

- C-1. No lot shall be used except for residential purposes.
- C-2. 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.
- C-3. No dwelling having a ground floor area, exclusive of porches, porches, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.
- C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.
- C-5. 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.
- C-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon or placed on any lot at any time as a residence, either temporarily or permanently.
- C-7. Buildings shall not be moved from outside of Maple Village subdivision to any other location within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials; harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all lots described in Part B except upon the strip of land adjoining the rear boundary lines of Lots 14 through 23, inclusive, Block 4, where the width of said perpetual license and easement shall be thirty (30) feet, and except Lots 24 through 30, inclusive, Block 4, and Lot 1, Block 2, where the width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its

...shall terminate and become void as to any unused or abandoned easements. No permanent buildings or trees shall be placed in said easements, but same may be used for shrubs, landscaping and other purposes that do not then or later interfere with the proposed use or the rights herein reserved.

2-4. The easement license and right is hereby reserved unto and granted to the Board of Improvement District No. 25 of Douglas County, Nebraska, and the City of Omaha, Nebraska, their respective employees and agents to enter upon any of said real estate for purposes of inspection, repairs, sewer connections, maintenance, and copy of same to be made by said sewer.

2-5. These covenants shall run with the land and shall be binding on the owners and all persons claiming under them for a period of 20 years from the date these covenants are recorded.

2-6. 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.

2-7. Invalidation by any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, F. F. DORR Corporation has caused its corporate seal to be hereunto subscribed and its corporate seal hereunto affixed by J. E. Aversary, Jr., its Vice President, and J. E. Dorr, its Secretary, members duly authorized by resolution of the Board of Directors, this 15th day of March, 1923.

F. F. DORR CORPORATION

J. E. Aversary, Jr.
(Vice President)

Attests:

J. E. Dorr
Secretary

15th day of March, 1923

...before me the undersigned a Notary Public in and for the State of Nebraska, personally appeared J. E. Aversary, Jr. and J. E. Dorr, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Witness my hand and the seal of my office this 15th day of March, 1923.

Notary Public in and for the State of Nebraska

BOOK 364 PAGE 74

RECEIVED

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned is the owner of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and is desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots One (1) through Seven (7), inclusive, Block Forty (40); Lots One (1) through Twenty-Four (24), inclusive, Block Forty-One (41); Lots One (1) through Nine (9), inclusive, Block Forty-Two (42); Lots One (1) through Forty-Three (43), inclusive, Block Forty-Three (43); Lots One (1) through Thirty (30), inclusive, Block Forty-Four (44); and Lots One (1) through Fifteen (15), inclusive, Block Forty-Five (45).

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. On a corner lot either side of the lot facing a street may be considered the front of the lot. Every part of a required yard shall be unobstructed from the ground upward, except for the ordinary projections of sills, belt courses, cornices, eaves and ornamental features. Provided, however, that none of the above-mentioned projections shall extend into any required yard more than twenty-four inches. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska, shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. 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. Any dwelling constructed on any lot shall

be substantially completed in all respects prior to occupancy thereof.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

C-12. Whenever the exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures exceeds eighteen inches in height, all of such exposed front foundation wall (and such wall facing the side street on corner lots) shall be constructed of or faced with brick or simulated brick or stone or stucco. All exposed front, side and rear concrete block or masonry foundation walls must be painted.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by Lamp, Rynearson & Associates, Inc., Consulting Engineer, as to compliance with these covenants and restrictions, and as to location with respect to topography and finish grade elevation. Each applicant for approval shall pay to said Consulting Engineer at the time said plans and specifications are presented for approval an inspection fee in the sum of \$ 35.00.

The approval or disapproval of the said Consulting Engineer, Lamp, Rynearson & Associates, Inc., as required in these covenants shall be in writing. Failure of said Consulting Engineer or assigns to give either written approval or disapproval of a submitted plan within fifteen (15) days after submission of said plan, by mailing

such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph. Failure of said applicant to construct said dwelling house in strict accordance with said approved plans and specifications shall not impose any liability on said Consulting Engineer for such failure.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall be automatically renewed for successive ten-year periods thereafter, unless a majority of the then owners of such lots agree in writing for the modification or revocation of these covenants.

D-5. 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.

D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants and Restrictions, this 24th day of September, 1965.

M-V COOPERATIVE ASSOCIATION

Attest: [Signature]
Secretary

By: [Signature]
President



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the date last above written before me, the undersigned, a Notary Public in and for said County, personally came Robert E. Peterson, President of M-V COOPERATIVE ASSOCIATION, to me personally known to be the President and the identical person whose name is affixed to 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 the 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 on the date last above written.

[Signature]
Notary Public

My Commission Expires:

Oct 14th 1966



RECEIVED

1965 DEC 7 PM 2 17

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

for Record in the
Deeds of

Book 432
Page 229

Mac

THE STATE OF NEBRASKA

By

MAIL

610

69

Compared

69 + 253

69

for

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

WHEREAS THE UNDERSIGNED ARE THE OWNERS OF ALL LOTS HEREAFTER DESCRIBED IN MAPLE VILLAGE, A SUBDIVISION IN THE COUNTY OF DOUGLAS, STATE OF NEBRASKA, AND ARE DESIROUS OF PLACING CERTAIN RESTRICTIONS ON SAID LOTS:

NOW KNOWING, THE FOLLOWING RESTRICTIONS ARE HEREBY PLACED UPON SAID LOTS:

PART B. AREA OF APPLICATION

B-1. All restrictions for the single-family residential area in Part C shall apply to Lots 1 through 28, inclusive, Block 8; Lots 1 through 33, inclusive, Block 9; Lots 1 through 44, inclusive, and 45 through 47, inclusive, Block 10; Lots 11 through 13, inclusive, Block 11; Lots 4 through 25, inclusive, Block 14; Lots 1 through 24, inclusive, Block 15; Lots 1 through 17, inclusive, Block 16; and Lots 1 through 6, inclusive, Block 17.

B-2. All restrictions numbered 1, 5, 6, 7, 8, 9 and 10 for the single-family residential area in Part C and all restrictions for the two-family residential area in Part D shall apply to Lots 38 through 44, inclusive, Block 10; Lots 1 through 20, inclusive, Block 11; Lots 1 through 20, inclusive, Block 12; Lots 1 through 10, inclusive, and 25 through 42, inclusive, Block 13; Lots 1 through 3, inclusive, Block 14; and Lots 1 through 3, inclusive, Block 15.

B-3. All restrictions numbered 5, 6, 7, 8, 9 and 10 in Part C shall apply to lots 29 and 30, Block 8.

PART C. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

C-1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breakfasts, carports and garages, of less than 900 square feet in the case of a one-story structure, or less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side boundary of building plot. For the purposes of this covenant, every porch, carport, garage, etc., shall not be considered as a part of a building. No building shall be erected on any lot having a lot area of less than 1/2 acre, or the equivalent, of the city or town, including any area within a corner lot or side yard or lot area for any building, and the zoning or land board shall enforce every applicable city ordinance as to each building plot.

C-5. 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.

C-6. No structure of a temporary character, tent, 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.

C-7. Dwellings shall not be moved from outside of block within subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

PART D. RESTRICTIONS FOR THE TWO-FAMILY RESIDENTIAL AREA

D-1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or a two-family dwelling not to exceed two stories in height.

D-2. No single-family or two-family dwelling shall be erected on any building plot nearer than 35 feet to its front line. No single-family dwelling shall be located nearer than 5 feet to the side line of any building plot, nor shall any two-family dwelling be located nearer than 10 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. Whenever the Board of Appeals of the City of Omaha shall duly permit a lesser front or side yard for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

D-3. No single-family dwelling shall be erected or placed on any lot having less than 7,500 square feet, nor shall any two-family dwelling be erected or placed on any lot having less than 8,500 square feet.

D-4. No single-family dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 600 square feet in the case of a one-story building, nor less than 700 square feet in the case of a two-story structure, shall be erected on any lot. For duplexes, each living unit shall contain not less than 720 square feet of total living area.

PART B. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

B-1. ARCHITECTURAL CONTROL

No building, fence, sidewalk, utility lines or conduits, wall, patio, swimming pool, tool shed, work shop, animal enclosure, television antenna, radio antenna, or other external improvement above or below the surface of the ground shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

B-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the east boundary lines of Lots 1, 2 and 5 through 17, inclusive, Block 16, the south boundary lines of Lots 4 and 5, Block 16, the east boundary lines of Lots 1 through 6, inclusive, Block 17, the east boundary lines of Lots 10 and 14, Block 11 and the east boundary lines of Lots 10 and 14, Block 12, where the width of said perpetual license and easement shall be ten (10) feet, and except upon the strip of land adjoining the east and west boundary lines of Lot 23, Block 8, Lots 10 and 26, Block 9, Lots 11 and 37, Block 10, Lots 11 and 35, Block 13, the west boundary lines of Lots 24, Block 8, Lots 11 and 25, Block 9, Lots 12 and 36, Block 10, Lots 11, 12 and 13, Block 11, Lots 11, 12 and 13, Block 12, and Lots 12 and 34, Block 11, where no perpetual license and easement is reserved in favor of nor granted to the said Northwestern Bell Telephone Company and the Omaha Public Power District. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or other rights herein reserved.

B-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of installing sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

E-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five (35) years from the date these covenants are recorded.

E-5. 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.

E-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereto affixed by Charles A. Peters, its Vice President, and R. H. Abernathy, Jr., its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of June, 1960.

N. P. DODGE CORPORATION

By *[Signature]*
 Charles A. Peters
 Vice President

Attest:

[Signature]
 R. H. Abernathy, Jr.
 Secretary

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 17th day of June, 1960, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and R. H. Abernathy, Jr., 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.



[Signature]
 Notary Public

My commission expires April 13, 1966.

33
 REGISTERED IN THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA
 JUNE 22, 1960
 11-10

PROTECTIVE COVENANTS AND RESTRICTIONS

For

MAPLE VILLAGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned are the owners of all lots hereinafter described in Maple Village, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following restrictions are hereby placed upon Lots 12 through 10, inclusive, Block 4; Lots 4 through 44, inclusive, Block 10; Lots 4 through 41, inclusive, Block 21; Lots 13 through 25, inclusive, Block 23; Lots 1 through 19, inclusive, Block 25; Lots 1 through 24, inclusive, Block 26; Lots 2 through 41, inclusive, Block 27; Lots 1 through 8, inclusive, and Lots 14 through 17, inclusive, Block 28; Lots 1 through 7, inclusive, Block 29; Lots 1 through 17, inclusive, Block 30; Lots 1 through 3, inclusive, Block 31; Lots 1 through 3, inclusive, Block 32; Lot 1, Block 33; and Lot 1, Block 34.

PART C. RESTRICTIONS (SINGLE-FAMILY RESIDENTIAL AREA)

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. 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.

C-7. Dwellings shall not be moved from outside of Maple Village subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. 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 subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

C-11. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement have been approved by the undersigned N. P. Dodge Corporation or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, provided that N. P. Dodge Corporation specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Corporation or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Corporation or assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B except upon the strip of land adjoining the west boundary lines of Lots 13 through 23, inclusive, Block 4, where the width of said perpetual license and easement shall be thirty (30) feet, and except width of said perpetual license and easement shall be ten (10) feet. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its

removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-5. 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.

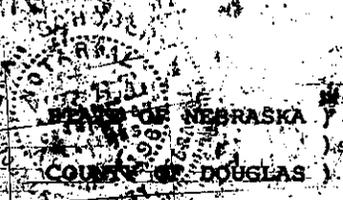
D-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, 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 R. T. Ross, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 6th day of March, 1963.

N. P. DODGE CORPORATION

By R. H. Abernathy, Jr.
R. H. Abernathy, Jr.
Vice President

Attest:
R. T. Ross
R. T. Ross
Secretary



On this 6th day of March, 1963, 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 R. T. Ross, 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.

[Signature]
Notary Public

My commission expires April 13, 1966

RECEIVED

7 15 00

Handwritten signature

STATE OF TEXAS
COUNTY OF [illegible]
I, the undersigned, being a duly qualified Notary Public for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County and State.

394

Handwritten signature

Notary of Texas

69
6533

Handwritten signature

69

...the following restrictions are hereby placed upon the lots in said subdivision...

ARTICLE 10 OF RESTRICTIONS

C-1. All residential area restrictions in Part C shall apply to lots 1 through 13, inclusive, and lots 15 through 19, inclusive, Block 1, lots 1 through 29, inclusive, Block 2, lots 1 through 32, inclusive, Block 3, lots 1 and 2, Block 4, lots 1 through 11, inclusive, Block 5, and lots 1 through 9, inclusive, Block 6.

C-2. All residential area restrictions numbered 1, 4, 5, 6, 7, 9 and 10 in Part C shall apply to all of Block 7.

C-3. The business area restrictions in Part D shall apply to Lots 1, 2 and 3, Block 1.

PART C. RESIDENTIAL AREA RESTRICTIONS

C-1. No lot shall be used except for residential purposes.

C-2. 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.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 100 square feet in the case of a one and one-half or two-story structure, shall be permitted on the following: Lots 1 through 13, inclusive, Block 1, lots 1 through 16, inclusive, Block 2, and lots 1, 2 and 3, Block 6. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 1,100 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a one and one-half or two-story structure, shall be permitted on the following: Lots 15 through 19, inclusive, Block 1, lots 17 through 29, inclusive, Block 2, lots 1 through 32, inclusive, Block 3, lots 1 and 2, Block 4, lots 1 through 11, inclusive, Block 5, and lots 4 through 9, inclusive, Block 6.

C-4. No building shall be erected on any building plot nearer than 15 feet to the street line, nor shall any dwelling be located nearer than 10 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Chicago, Illinois, shall duly permit a lesser front or side yard on any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

ARTICLE 10. ZONING REGULATIONS

SECTION 10-1. GENERAL PROVISIONS

10-1-1. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter.

10-1-2. No animals, live or dead, shall be bred or kept on any lot, except those which may be kept, provided they are not kept, bred or maintained for commercial purposes.

10-1-3. No building, structure, or other improvement shall be exposed on said lot except during actual use. Out or discarded automobiles, machinery or other equipment shall be stored on any lot in the residential zone and shall be used for automobile junk piles or storage of any kind of junk or other material.

ARTICLE 11. BUSINESS AREA RESTRICTIONS

11-1. All uses permitted in the 1st Commercial District as now established and hereafter amended under the Ohio Zoning Code shall be permitted except the following which are specifically prohibited:

- (a) Open air display of boats and cars for sale or storage purposes;
- (b) Boarding and lodging houses;
- (c) Motels;
- (d) Drive-in movies.

11-2. There shall also be permitted one or more office buildings conforming to height restrictions in the 1st Commercial District as now established and hereafter amended under the Ohio Zoning Code.

ARTICLE 12. GENERAL PROVISIONS

12-1. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter. No building, structure, or other improvement shall be erected, altered, or used in violation of the provisions of this chapter.

The undersigned, J. P. Dodge Corporation, do hereby certify that the above described premises are owned by the undersigned and are being sold to the undersigned as shown on the plat of subdivision of said premises being filed with the pro-

A perpetual license and easement is hereby reserved in favor of the City of Omaha, Nebraska, and the Omaha Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and the Omaha Gas Company, and the Omaha Electric Company, and the Omaha Telephone Company, to install, maintain, repair, replace, and remove cables, poles and wires, and other utility lines, and to construct, maintain, repair, replace, and remove any and all side boundary lines of all said lots and to remove any and all trees, shrubs, and other obstructions from the strip of land adjoining the said boundary lines within thirty-six (36) months of date hereof or any of said utility lines is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

E-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

E-4. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

E-5. 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.

E-6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, J. 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 30th day of March, 1960.

H. P. DODGE CORPORATION
By *R. H. Abernathy, Jr.*
R. H. Abernathy, Jr.
Vice President

Attest:
Elizabeth C. Dillon

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Lincoln, Nebraska, this 30th day of March, 1960.

STATE OF NEBRASKA, INC.

Charles I. Peters

Charles I. Peters
Vice President

Attest:

R. H. Abernathy, Jr.

R. H. Abernathy, Jr.
Secretary

STATE OF NEBRASKA)

) SS

County of Douglas)

On this 30th day of March, 1960, 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 R. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and in acknowledgment of the said corporation and that the incorporation of said corporation has been effected thereto by its authority.

At my hand and notarial seal on the day and date first above written.

Paul H. [Signature]

Expires July 30, 1964.

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

[Handwritten signature]

My Commission expires July 30, 1964.

Notary Public
County of Douglas

On this 30th day of March, 1964, before me the undersigned a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared Charles A. Peters and J. E. Neumann, Jr. who are personally known to me to be the Vice President and Secretary, respectively, of Maple Gardens, Inc., 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.

[Handwritten signature]
Notary Public

My Commission expires July 30, 1964.



[Faint, illegible text at the bottom of the page, possibly a footer or additional signature area.]

EASEMENT

I, Carol Ann Rathman, a single person, of 9477 Spencer Street, City of Omaha, County of Douglas, State of Nebraska, owner of land legally described as:

~~Lot Six (6), Block Fourteen (14), Maple Village, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska,~~

in consideration of One Dollar (\$1.00) receipt of which is acknowledged, hereby grant and convey to Allan G. Daugherty and Judy M. Daugherty, husband and wife the owners of 9473 Spencer Street, City of Omaha, County of Douglas, State of Nebraska, owners of land legally described as:

~~Lot Seven (7), Block Fourteen (14), Maple Village, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska,~~

an easement for patio purposes only legally described as:

South 30.00 feet of the North 58.30 feet of the East 3.50 feet of Lot 6, Block 14, Maple Village, as surveyed, platted and recorded in Douglas County, Nebraska,

A N D

an easement for fence purposes only legally described as:

North 32 feet of South 47.8 feet of East 0.6 feet of of Lot 6, Block 14, Maple Village, as surveyed, platted and recorded in Douglas County, Nebraska.

The easement granted by this instrument is for the benefit of and appurtenant to the real property owned by Allan G. Daugherty and Judy M. Daugherty located at 9473 Spencer Street, City of Omaha, County of Douglas, State of Nebraska.

This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated by this agreement.

deed filed
or system
Loan *
rolina



, 1990 ;
poration.

In witness whereof, I have caused this agreement to be executed on the 3rd day of September, 1991 in Omaha, Nebraska.

Carol Ann Rathman
Carol Ann Rathman

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

Before me, a notary public qualified for said county, personally came Carol Ann Rathman known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on September 3rd, 1991.

My commission expires: May 30, 1994



Oliver J. Neibel, Jr.
Notary Public

18342 Misc
B

BK 978 N 69-1 C/O FEE 1000
PG 17-18 N DEL ✓ MC
OF Misc COMP ✓ F/B 63-23780

RECEIVED
SEP 11 1 17 PM '91
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

This instrument was made this 27th day of October, 1939, between
EUGENE H. SCHUBERT and CAROL SCHUBERT, husband and wife, owners of Lot
38, Block 9, Maple Village, an Addition to the City of Omaha, as
surveyed, platted and recorded in Douglas County, Nebraska,
hereinafter referred to as "Grantors", and MARK D. SCHUBERT and
KATHARINE M. SCHUBERT, husband and wife, owners of Lot 32, Block 9,
Maple Village, an Addition to the City of Omaha, as surveyed,
platted and recorded in Douglas County, Nebraska, hereinafter
referred to as "Grantees."

WITNESSETH:

That Grantors, in consideration of the sum of One Dollar
(\$1.00) to them in hand paid, receipt of which is hereby
acknowledged, and other good and valuable consideration, do hereby
grant unto Grantees, their successors and assigns, a permanent
easement and right-of-way for the purpose of ingress and egress to
and from said Lot 32 and for all other purposes connected with the
use of said Lot 32, over that portion of Grantors' above-described
real property, described as follows:

The South 41.5 feet of the East 2.5 feet of Lot 33, Block
9, Maple Village, a Subdivision as surveyed, platted and
recorded in Douglas County, Nebraska.

TO HAVE AND TO HOLD said easement and right-of-way unto the
said Grantees, their successors and assigns.

Grantors hereby covenant that they are the owners in fee
simple of the real estate described above and are lawfully seized
thereof, and that they have good right, title and lawful authority
to grant and convey the foregoing easement; and that they will
warrant and defend Grantees' title to said easement against the
lawful claims of all persons whomsoever.

180939. misc

903 C/O FEE 15.00
331-333 VK WC
Mar 15 63-23780

RECEIVED
Oct 30 3 35 PM '39
GEORGE J. BUCLENICK
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Grantors and Grantees further covenant, promise and agree as follows:

1. Grantors agree that they will not, nor will they permit any person, firm or corporation to, erect, construct or place on or below the surface of the tract of land of which the permanent easement is granted, any building, structure, paving or pipeline without the prior consent of Grantees.

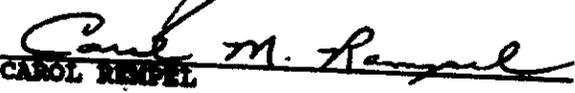
2. Grantees agree that whenever in this Agreement there is a provision that action may be taken only upon Grantees' consent, such consent will not be unreasonably withheld.

3. This Agreement, and the covenants and agreements herein contained, shall run with Grantors' real property and the title to such property, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTORS:


KENNETH REMPEL


CAROL REMPEL

GRANTEES:


MARY D. SCHULMAN

ISS 903 RE 333

Kristine M. Schulman
KRISTINE M. SCHULMAN

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

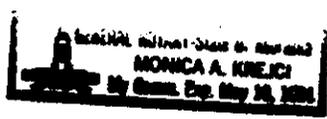
On this 28 day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named KENNETH REMPFL and CAROL REMPFL, husband and wife, to me known to be the identical persons named in and who executed the foregoing Permanent Easement as Grantors, and acknowledged the execution thereof to be their voluntary act and deed.



Monica A. Krejci
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 28 day of October, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named MARK D. SCHULMAN and KRISTINE M. SCHULMAN, husband and wife, to me known to be the identical persons named in and who executed the foregoing Permanent Easement as Grantees, and acknowledged the execution thereof to be their voluntary act and deed.



Monica A. Krejci
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

For valuable considerations, the undersigned cumulatively being the owners of the hereinafter described lots in Maple Village (7th plating) a subdivision, as surveyed, platted and recorded in the County of Douglas, State of Nebraska, do hereby grant easements to Omaha Public Power District and to Northwestern Bell Telephone Company, their successors and assigns, to install, operate and maintain their utility facilities over, under and upon the following described strips of ground:

(a) the South Five (5) feet of the West One Hundred Sixty-five (165) feet of Lot One (1), Block Forty (40);

(b) the rear Five (5) feet of Lots Seven (7) through Fourteen (14) and of Lots Nineteen (19) through Twenty-four (24); the adjoining Five (5) feet on each side of the common boundary line between Lots Ten (10) and Eleven (11), between Lots Fourteen (14) and Fifteen (15), between Lots Fourteen (14) and Sixteen (16), between Lots Fourteen (14) and Seventeen (17), between Lots Seventeen (17) and Nineteen (19) and between Lots Eighteen (18) and Nineteen (19); and the South Five (5) feet of Lot Twenty-four (24); all of said Lots being in Block Forty-one (41);

(c) the East Ten (10) feet of Lot Six (6) and the South Ten (10) feet of Lots One (1) through Six (6), all of said Lots being in Block Forty-two (42);

(d) the rear Five (5) feet of Lots Five (5) through Forty-three (43); the adjoining Five (5) feet on each side of the common boundary line between Lots One (1) and Forty-three (43), between Lots Two (2) and Forty-three (43), between Lots Three (3) and Five (5), between Lots Four (4) and Five (5), between Lots Eight (8) and Nine (9) and between Lots Twenty (20) and Twenty-one (21); all of said Lots being in Block Forty-three (43);

(e) the rear Fifteen (15) feet of Lots Two (2) through Six (6); the rear Ten (10) feet of Lots Eight (8) through Twenty-nine (29); the adjoining Five (5) feet on each side of the common boundary line between Lots Four (4) and Five (5) and between Lots Twenty-six (26) and Twenty-seven (27); all of said Lots being in Block Forty-four (44);

(f) the rear Five (5) feet of Lots Two (2) through Six (6) and of Lots Eleven (11) through Fifteen (15); the adjoining Five (5) feet on each side of the common boundary line between Lots Four (4) and Five (5), between Lots Six (6) and Eight (8), between Lots Eight (8) and Nine (9), between Lots Eleven (11) and Twelve (12);

Page two.

and between Lots Twelve (12) and Thirteen (13); all of said Lots being in Block Forty-five (45).

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 herein granted.

Said grantors do hereby bind their administrators, successors, heirs and assigns.

Executed this 28th day of March 1966.

LAMP ENTERPRISES, INC.

By *[Signature]*

INVESTMENT COMPANY (Partnership)

By *[Signature]*

[Faint text]

[Faint text]

[Faint text]

George D. Goos
George D. Goos

LOUIS A. SEMINARA, Trustee

By Louis A. Seminara

Marlene Goos
Marlene Goos

Jerold L. Fardal
Jerold L. Fardal

W. G. Woltemath
W. G. Woltemath

Helen S. Fardal
Helen S. Fardal

Betty A. Woltemath
Betty A. Woltemath

Arthur L. Fletcher
Arthur L. Fletcher

Floyd E. Reynolds
Floyd E. Reynolds

Jean V. Fletcher
Jean V. Fletcher

Ruth M. Reynolds
Ruth M. Reynolds

Gary E. Evans
Gary E. Evans

Marvin W. Frasier
Marvin W. Frasier

Charlene T. Evans
Charlene T. Evans

Ila M. Frasier
Ila M. Frasier

Richard E. Croker
Richard E. Croker

William J. Lohman
William J. Lohman

Kathryn J. Croker
Kathryn J. Croker

Ben L. Rosen
Ben L. Rosen

Paul R. Krejci
Paul R. Krejci

I. H. Weiner
I. H. Weiner

Lillian Chelone
Lillian Chelone

Richard E. Lundgren
Richard E. Lundgren

Phyllis W. Lundgren
Phyllis W. Lundgren

Paul W. Wilson
Paul W. Wilson

BOOK 438 PAGE 66

Page three "A"

Lucille Randall Devlin
Lucille Randall Devlin

Gerald L. Christoffersen
Gerald L. Christoffersen

Don E. Carlson
Don E. Carlson

LaVelle Carlson
LaVelle Carlson

STATE OF NEBRASKA)

) ss. On this 30th day of March, 1966, before me, the undersigned, a Notary Public in and for said County, personally came LUCILLE RANDALL DEVLIN, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the instrument to be her voluntary act and deed for the purpose therein stated.

Witness my hand and Notarial Seal the date aforesaid.

Henry B. [Signature]
Notary Public

My Commission Expires: Oct. 28, 1970

STATE OF NEBRASKA)

) ss. COUNTY OF Lancaster On this 9 day of May, 1966, before me, the undersigned, a Notary Public in and for said County, personally came GERALD L. CHRISTOFFERSEN, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

Witness my hand and Notarial Seal the date aforesaid.

Clare R. [Signature]
Notary Public

My Commission Expires: April 21, 1972

STATE OF NEBRASKA)

) ss. COUNTY OF Lancaster On this 10 day of May, 1966, before me, the undersigned, a Notary Public in and for said County, personally came DON E. CARLSON and LAVELLE CARLSON, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

Witness my hand and Notarial Seal the date aforesaid.

[Signature]
Notary Public

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 24th day of May, 1966, before me a Notary Public in and for said County, personally came the foregoing named:

George D. Goos and Marlene Goos, W. G. Woltemath and Betty A. Woltemath, Floyd E.

Reynolds and Ruth M. Reynolds, Marvin E. Frasier and Ila M. Frasier, William J.

Lohman and Ben L. Rosen, Paul R. Krejci, I. W. Weiner, Lilyan Ghilese, Richard E.

Lundgren and Phyllis W. Lundgren, Paul W. Walsh, Louis A. Seminara, Trustee, Jerold L.

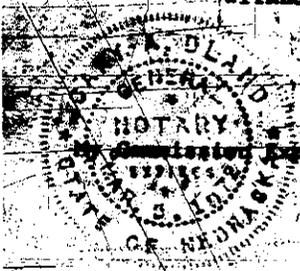
Fardahl and Helen S. Fardahl, Arthur L. Fletcher and Jean V. Fletcher, Gary E. Evans

and Charlene F. Evans, Richard E. Croker and Kathryn J. Croker, and John E. Ford,

Trustee, and Clifford A. Levitan and Daniel J. Donahue.

who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



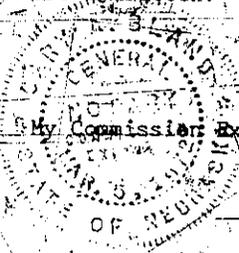
A. B. Laid
Notary Public

My Commission Expires: March 5, 1972

STATE OF NEBRASKA
ss.
COUNTY OF DOUGLAS)

On this 24th day of May, 1966, before me, the undersigned, a Notary Public in and for said County, personally came Donald G. Lamp, president of Lamp Enterprises, Inc., and Franklin E. Dinges, president of Nebraska Realty Company, Inc., and John W. Delehant, president of I-Jay Investment Co., and Jack L. Owens, president of Gordon Realty Company, Floyd E. Peterson, president of Petersen Bros., Inc., and Chas. O. Morgan, president of Chas. O. Morgan Co., all Nebraska corporations, and all personally known to me to be the presidents of the respective corporations and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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



Gary A. Blank

My Commission Expires: *March 5, 1972*

[This section contains a large amount of illegible, mirrored text, likely bleed-through from the reverse side of the document. Some words like 'COUNTY OF DOUGLAS' and 'STATE OF NEBRASKA' are faintly visible.]

405 MC 31

Corporation
Warranty

ASSIGNMENT

THIS INSTRUMENT, Made this 14th day of November, 19 63 between N. P. Dodge Company, a corporation organized and existing under and by virtue of the laws of the State of Nebraska and, Irene Rome of Nebraska, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter called the Grantors, and the State of Nebraska, hereinafter called the Grantee:

WITNESSETH, That the Grantors, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION DOLLARS in hand paid, the receipt of which is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for the control of outside advertising signs, displays, and other advertising devices adjacent to the National System of Interstate and Defense Highways, do hereby grant, convey, and confirm unto the Grantee a permanent easement in and to a tract of land situated in Douglas County, Nebraska, described as follows:

Lots 2, 4 thru 14, 23, 24, 25, 27 & 28, Block 20, Lots 1, 2 & 3, Block 20, Lots 1, 2 & 3, Block 29, all in Maple Village, a subdivision in Douglas County, Nebraska, lying within 600 feet of Interstate Highway right of way controlled access line as measured at right angles to Interstate Highway centerline, and being in accordance with the rules and regulations relating to the Control of Advertising in Areas Adjacent to the National System of Interstate and Defense Highways in Nebraska, which were adopted pursuant to Section 39-1320.03, R. S. Supp., 1961 and in accordance with Section 34-207, R. S. 1961; approved and filed on June 15, 1961.

The Grantors, for themselves, successors and assigns, do hereby covenant with the Grantee and its assigns, that the Grantors have good right and lawful authority to convey said permanent easement; and that the Grantors warrant and will defend the title to said premises against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the Grantors have hereunto caused their respective corporate seals to be affixed and these presents signed by their respective Presidents this 14th day of November, 19 63

Grantors

N. P. DODGE COMPANY.

By: N.P. Dodge, Jr.
President

By: Irene Rome, Inc.
President



405 ME 32

STATE OF NEBRASKA
DOUGLAS COUNTY

On this - 14th day of November, A.D. 1963, before me the undersigned Paul Dickson a Notary Public, duly commissioned and qualified for and residing in said County, personally came N. P. Dodge, Jr. President of N. P. Dodge Company 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 thereto affixed by its authority.



by hand and Notarial Seal the day and year last above written.

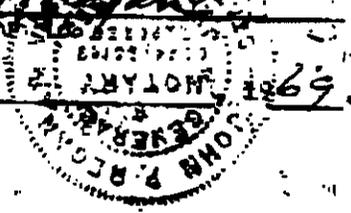
Paul Dickson
Notary Public

Commission expires the 23 day of May, 1967.

STATE OF Nebraska
Lancaster COUNTY

On this 15th day of November, A.D. 1963, before me the undersigned John P. Regan a Notary Public, duly commissioned and qualified for and residing in said County, personally came James A. Strauss Vice-president of Trend Homes of Nebraska, 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 thereto affixed by its authority.

John P. Regan
Notary Public



Commission expires the 20th day of July, 1969.

RECEIVED
1963 NOV 15 PM 2 05
NICHAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Project No. I-200-9 (90)
AFF X-174b

Essent
for
Control of Advertising
from
N. P. Dodge Company and
Trend Homes of Nebraska, Inc

THE STATE OF NEBRASKA
COUNTY OF DOUGLAS Page 31

Entered in numerical
index and filed for record
in the office of the Register
of Deeds of said County, the
day of _____ at _____
minutes and duly
recorded in Book _____
of _____

County Clerk James A. Strauss

Notary

69

EASEMENT

THIS INSTRUMENT Made this 15th day of November,
19 63, Between Tread Hoses of Nebraska, Inc.

a corporation organized and existing under and by virtue of the laws
of the State of Nebraska, hereinafter called the Grantor,
and The State of Nebraska, hereinafter called the Grantee:

WITNESSETH that the Grantor, in consideration of the sum of
ONE DOLLAR ~~consideration~~ Considerations DOLLARS
in hand paid, the receipt of which is hereby acknowledged, and the
further consideration that the premises herein conveyed shall be
used for the control of outside advertising signs, displays, and
other advertising devices adjacent to the National System of Inter-
state and Defense Highways, does hereby grant, convey, and confirm
unto the Grantee a permanent easement in and to a tract of land
situated in Douglas County, Nebraska, described as
follows:

Lots 1, 3, 19, 29, 21, 22, 31, 32, 33, 34, 37, 38, 39, 40, 41, & 42, Block 20, Lots
3, 4, 5, 7, 8, 10, 13, 35, 36 & 37, Block 21, Lot 2, Block 26, all in Maple Village
a subdivision in Douglas County, Nebraska, lying within 660 feet of Interstate Highway
right of way controlled access line as measured at right angles to Interstate Highway
centerline and being in accordance with the Rules and Regulations relating to the
Control of Advertising in Areas Adjacent to the National System of Interstate and
Defense Highways in Nebraska, which were adopted pursuant to Section 39-1320.03, R. S.
Supp., 1961 and in accordance with Section 84-907, R. S. 1963; approved and filed
on June 15, 1961.

The Grantor, for itself, successors and assigns, does hereby
covenant with the Grantee and its assigns, that the Grantor has
good right and lawful authority to convey said permanent easement;
and that the Grantor warrants and will defend the title to said
premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused its
corporate seal to be affixed and these presents signed by its
President this 15th day of November, 1963.

Grantor

Tread Hoses of Nebraska Inc.

BY:

James A. Stamm
President



STATE OF Nebraska

DC Lincoln COUNTY

SS.

On this 15th day of November, A.D. 1963,

before me the undersigned John A. Starnes
a Notary Public, duly commissioned and qualified for and residing
in said county, personally saw James A. Starnes
Vice President of Treadwell of Nebraska, 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, and that its corporate
seal was thereon at the time of execution.

WITNESS my hand and official Seal the day and year
above written.

John A. Starnes
Notary Public

My commission expires the 20th day of July



RECEIVED

NOV 15 PM 2-04

THOMAS J. CONNOR
REGISTER OF DEEDS
LINCOLN COUNTY, NEBR.

NEBRASKA

County of Lincoln

in the office of the

James A. Starnes

John A. Starnes

John A. Starnes

Produced

Maple Village

Plat and Dedication

Filed 2-27-63, in Book 1177 at Page 29, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and /or

for utility, installation and maintenance

- on, over, through, under and across

or

a 5 foot wide strip of land adjacent rear abutting the front and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
 Restrictive Covenants

- Protective Covenants
- or

Filed 3-7-63, in Book 394 at Page 1, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and /or

for utility, installation and maintenance

- on, over, through, under and across

or

a _____ foot wide strip of land adjacent rear abutting the front and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info

and a Perpetual Easement to SID# 135 of DCN and
City of Omaha for purpose of inspecting Sanitary Sewers, Sewers Connections
Maintenance, and type of Sewage being discharged into said Sewers

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
 Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

405/29 filed 11-15-63 Easement

See Copy

Maple Village

Plat and Dedication

Filed 2-27-63, in Book 1177 at Page 29, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

for utility, installation and maintenance
 on, over, through, under and across

or

adjacent rear
a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

- Protective Covenants
- or

Filed 3-7-63, in Book 394 at Page 1, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

for utility, installation and maintenance
 on, over, through, under and across

or

adjacent rear
a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info

and a Perpetual Easement to SID # 135 of DEN and City of Omaha for purpose of inspecting Sanitary Sewers, Sewer Connections maintenance and type of sewage being discharged into said Sewers

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

405/29 filed 11-15-63 Easement

see copy

Maple Village

Plat and Dedication,
Filed 4-25-60, in Book 1086 at Page 546, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

NO EASE
IN PLAT

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Any additional info.

- Declaration of Covenants, Conditions, Restrictions and Easements,
 - Restrictive Covenants
 - Protective Covenants
- or

Dated 6-17-60 Filed 10-7-60, in Book 358 at Page 579, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
~~U.S. West Communications~~
Northwestern Bell Telephone Company
~~and any cable company granted a cable television franchise system,~~
and/or

for utility installation and maintenance
on, over, through, under and across
or

Rear

a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to ~~Metropolitan Utilities District~~ SID No 35 ^{Sewer} for ~~utility,~~
installation and maintenance on, through, under and across a None _{given} foot wide strip of land abutting
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No

Any additional info.

Architectural controls, setbacks,

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to Mark D. Schulman and Kristin Schulman
Dated 10-28-89 Filed 10-30-89 in Book 903 at Page 331, Instrument No. _____

for Ingress and Egress

Maple Village

Plat and Dedication

Filed 12-7-59, in Book 1077 at Page 704, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

no lease

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

X Protective Covenants

SID^{OR} # 35 and City of Omaha

Filed 10-16-100, in Book 354 at Page 305, Instrument No. _____

X Omaha Public Power District,

U.S. West Communications

X Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

X on, over, through, under and across

or

a 5 foot wide strip of land abutting the ~~front~~ ^{adjoint rear} and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Maple Village

Plat and Dedication:

Filed 12-7-65, in Book 1272 at Page 563, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
U.S. West Communications
- Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- on, over, through, under and across
- or

_____ adjoining rear
 a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

- Protective Covenants
- or

Filed 12-7-65, in Book 432 at Page 229, Instrument No. _____

- Omaha Public Power District,
U.S. West Communications
- Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- on, over, through, under and across
- or

_____ adjoining rear
 a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Perpetual license & right is reserved unto and granted
 to SID# 45 DCN and to the City of Omaha to enter upon any of
 said Real estate for purpose of inspecting Sanitary Sewer

Easement Right of Way 1", 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

and Sewer Connections, maintenance and type of sewage being
discharged into it sewer

Case 438-63 filed 6-7-66

Copy attached

Maple Village

Plat and Dedication

Filed 12-7-65, in Book 1272 at Page 503, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

for utility, installation and maintenance

- on, over, through, under and across

or

a 5 foot wide strip of land ~~abutting the front~~ ^{adjoining rear} and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements, Restrictive Covenants

- Protective Covenants
- or

Filed 12-7-65, in Book 432 at Page 229, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

for utility, installation and maintenance

- on, over, through, under and across

or

a 5 foot wide strip of land ~~abutting the front~~ ^{adjoining rear} and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Perpetual license + right is reserved unto and granted to STD# 45 DCN and to the City of Omaha to enter upon any of said Real estate for purpose of inspecting Sanitary Sewer

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
 Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

and Sewer Connections, maintenance and Type of Sewage being discharged into it sewer

Case 438-63 filed 6-7-66

Copy attached

Maple Village

Plat and Dedication
Filed 4-25-60, in Book 1086 at Page 546, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

~~Blk~~ 8, 9, 10, 11, 12, 13, 14,
15, 16 and 17

for utility, installation and maintenance
on, over, through, under and across
or

NO eas

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

Protective Covenants
or

Filed 10-7-60, in Book 358 at Page 579, Instrument No. _____

Omaha Public Power District,
 U.S. West Communications
 Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

adjoining rear

a 5 foot wide strip of land ~~abutting the front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info,

a perpetual license a right is hereby reserved unto and granted
to SID# 35 DCN and to the city of Omaha of inspecting, sanitary
sewers, sewers connection and maintenance and type of sewage being

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

discharged into sewers and contains setback & restriction