325 343

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

DANIEL G. CARY and CORNELIA S. CARY, husband and wife,

TO

WHOM IT MAY CONCERN

The undersigned Daniel G. Cary, being the owner of the following described lots platted as a portion of SOUTHWEST VILLAGE, a subdivision in Douglas County, Nebraska, according to the plat of said subdivision recorded on the 27th day of September, 1957, in Book 1025 at Page 512 of the Deed Records of said county, together with Cornelia S. Cary, his wife, do hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. All of said lots shall be used and occupied for residential purposes only.

2. For the purposes of this declaration said lots are hereby divided or set off into two groups according to size and area of lots, same to be known as Groups 1 and 2 as follows:

Group 1 consists of the following lots:

Lots 1 to 7, inclusive, Block 1
Lots 1 to 16, inclusive, Block 2
Lots 1 to 4, inclusive, Block 3
Lots 1 to 4, inclusive, Block 4

Group 2 consists of the following lots:

Lots 8 to 15, inclusive, Block 1
Lots 1 to 4, inclusive, Block 5
Lots 1 to 4, inclusive, Block 6

3. In connection with lots designated as Group 1, all dwellings constructed on lots or parcels therein shall have a two-car attached garage of not less than 20 feet in width. One story houses therein shall have a first floor area of not less than 1000 square

feet. Houses therein in excess of one story shall have a first floor area of not less than 900 square feet. Said minimum floor areas shall be computed exclusive of garage, open porches and basement.

4. In connection with lots designated as Group 2, one story houses therein shall have a first floor area of not less than 1050 square feet. Houses therein in excess of one story shall have a first floor area of not less than 800 square feet. Said minimum floor areas shall be computed exclusive of garage, open porches and basement.

5. Building line setback restrictions for the front and side lot lines of all lots in said Groups 1 and 2 shall be in accordance with the provisions of the zone ordinances of the City of Omaha in force and effect on the 14th day of October, 1957, applicable to such lots.

6. During the period from this date up to and including December 31, 1960, no building or buildings shall be erected on any of said lots unless plans and specifications shall first have been submitted to and approved by The Daniel Cary Company of Omaha, Nebraska, provided this provision shall not be operative in event said The Daniel Cary Company shall cease to do business.

7. No building shall be erected on any lot or parcel within the above mentioned Groups 1 and 2 in said subdivision other than a single detached dwelling of not to exceed two stories in height. No lot or parcel therein shall be improved, used or occupied for other than private residential purposes.

8. The general slope of each lot or parcel and terrace after buildings have been erected thereon shall remain substantially as now established. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the respective owners thereof to points within the above mentioned Groups 1 and 2 of [illegible], as within the confines of the proposed remainder of said subdivision, as designated by the undersigned for fill purposes.

9. Exposed foundations above grade shall be built of brick, [illegible] or stone.

10. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. No antenna or aerial shall be erected or maintained on any of said lots or parcels or buildings thereon other than for ordinary home reception.

12. The following provisions shall be observed during the period hereinafter specified, to-wit:

(a) All fuel tanks on outside of houses shall be buried.

(b) No drive shall be constructed from a street to a street sidewalk except of cement, brick, stone or asphalt or any combination thereof.

(c) No open fence shall be built to a height greater than 4 feet on that section which shall comprise the rear lot area of the property. No wall or fence shall be built to a height greater than 2 feet 6 inches on the so-called front area.

(d) No hedge, walk, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.

(e) Garbage and refuse receptacles shall be buried to lot level.

(f) No animals other than dogs and cats and no poultry or fowl shall be permitted to be kept on any of said lots or parcels.

(g) No noxious or offensive trade or activity shall be carried on or permitted upon any lot or parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) No grantee, purchaser, owner, occupant, lessee or any other person shall cut into the street pavement or secure any permits authorizing any person, firm or corporation to cut into said street pavement.

13. Except as specified in paragraph 6 above, these covenants are to run with the land and shall be binding on all parties

and all persons claiming under them until December 1, 1975.

14. If any purchaser, owner, lessee or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the above described lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any manner be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is severable and separable. Invalidation of any one of these covenants by judgment or decree of court or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. By accepting a deed to any of the lots or parcels within the above mentioned Groups 1 and 2 of lots, the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all of said covenants as fully and to all intents and purposes as though such grantee had joined in this declaration.

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of October, 1957.

Daniel G. Cary
Cornelia S. Cary

State of Nebraska)
) ss
County of Douglas)

On this 14th day of October, 1957, before me, a Notary Public in and for said county, personally came DANIEL G. CARY and CORNELIA S. CARY, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument and they acknowledged said instrument to be their voluntary act and deed.

[illegible]NESS my hand and Notarial Seal the date last aforesaid.

Erma C. Christians
Notary Public

15.30

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
16 day Oct 19 57 12:23 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

AMENDMENT AND MODIFICATION OF PROTECTIVE COVENANTS

DANIEL G. CARY and CORNELIA S. CARY, Husband and Wife, ET AL

TO WHOM IT MAY CONCERN:

We, the undersigned, being the sole and only owners and persons with interests in and to the lots platted as a portion of SOUTHWEST VILLAGE, a subdivision in Douglas County, Nebraska, according to the plat of said subdivision recorded on the 27th day of September, 1957, in Book 1025 at Page 512 of the Deed Records of said county, do hereby amend and modify the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS pertaining thereto and recorded on October 18, 1957, in Book 325 at Page 343 of the Miscellaneous Records of said county, in the following particulars, to wit:

Paragraphs Nos. 3 and 4 of said protective covenants are hereby cancelled, stricken and deleted therefrom and there is hereby substituted in lieu thereof, the following Paragraphs 3 and 4, to wit:

3. In connection with lots designated as Group 1, all dwellings constructed on lots or parcels therein shall have a two-car attached garage of not less than twenty feet in width, or with the permisaion of Daniel Cary Company first being obtained in writing, a two-car built-in or basement garage of said width. One story houses therein shall have a first floor area of not less than 1,250 feet. Split level houses therein shall have a lower level area of

not less than 700 square feet and a next succeeding upper level area of not less than 675 square feet. In split level houses, a built-in garage of not less than the above width shall be permissible under an upper level area. All other houses therein shall have a first floor area of not less than 900 square feet.

The above minimum floor areas shall be computed exclusive of garage, open porches, breezeways and basement.

4. In connection with lots designated as Group 2, one story houses therein shall have a first floor area of not less than 1,050 square feet. Split level houses therein shall have a lower level area of not less than 625 square feet and a next succeeding upper level area of not less than 625 square feet. All other houses therein shall have a first floor area of not less than 800 square feet.

The above minimum floor areas shall be computed exclusive of garage, open porches, breezeways and basement.

EXCEPT as herein amended and modified, the provisions of said DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, recorded on October 18, 1957, in Book 325 at Page 343, as aforesaid, shall remain the same.

IN WITNESS WHEREOF, we have

[illegible]

[illegible] MODIFICATION OF PROTECTIVE COVENANTS
[illegible] G. CARY and CORNELIA S. CARY, Husband and Wife, [illegible]
Page 3

hereunto set our hands this 20th day of March, 1958,

Daniel G. Cary & Cornelia S. Cary Husband & Wife,
Daniel G. Cary Cornelia S. Cary

(as to all lots in said subdivision not heretofore deeded to someone else)

Richard W. Tighe & Mary Catherine Tighe Husband & Wife,
Richard W. Tighe Mary Catherine Tighe

(as to Lot 11, Block 2 in said subdivision)

Donald M. Morrison & Barbara L. Morrison Husband & Wife,
Donald M. Morrison Barbara L. Morrison

Roderick F. Morrison & Evelyn T. Morrison Husband & Wife,
Roderick F. Morrison Evelyn T. Morrison

(as to Lots 14 and 15, Block 2 in said subdivision)

Charles Tice & Margaret D. Tice Husband & Wife,
Charles J. Tice Margaret D. Tice

(Land Contract Purchasers of Lot 12, Block 2 in said subdivision)

Russell L. Hannibal Jack W. Marshall
Russell L. Hannibal Jack W. Marshall

(Proposed Purchasers of Lot 13, Block 2 in said subdivision.)

Anthony P. Panebianco & Josephine Ann Panebianco Husband & Wife,
Anthony P. Panebianco Josephine Ann Panebianco

(Proposed Purchasers of Lot 2, Block 3 in said subdivision.)

South[illegible] Inc.

Daniel G. Cary Pres. Attest Esma Christians Secretary

(as to Lots 1, 2, 3, 4, 5, 6, 7, 8, [illegible] in said subdivision)

STATE OF NEBRASKA)
DOUGLAS COUNTY)

On this 20th day of March, 1958, before me, a Notary Public in and for said County, personally came Daniel G. Cary and Cornelia S. Cary, husband and wife, Richard W. Tighe and Mary Catherine Tighe, husband and wife, Donald M. Morrison and Barbara L. Morrison, husband and wife, Roderick F. Morrison and Evelyn T. Morrison, husband and wife, Charles J. Tice and Margaret D. Tice, husband and wife, Russell L. Hannibal, President, and Jack W. Marshall, Secretary, of Marshall-Hannibal Co., Anthony P. Panebianco and Josephine Ann Panebianco, husband and wife, and Daniel G. Cary, President, and Erma Christians, Secretary, of Southwest Village, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said corporations and the officers of said corporations.

WITNESS my hand and Notarial seal the date last aforesaid.

J. D. Cranny Notary Public

My Commission expires the 6th day of April, 1961

J. D. CRANNY NOTARIAL SEAL COMMISSION EXPIRES APRIL 6, 1961 DOUGLAS COUNTY, NEBRASKA

12

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 15 20
25 DAY March 1958 AT 4:18 P.M. THOMAS J. O'CONNOR REGISTER OF DEEDS

BOOK 1082 PAGE 222

SOUTHWEST VILLAGE ADDITION

A PART OF THE SOUTH WEST 1/4 OF SECTION 27, T15N, R12E
ALL IN DOUGLAS COUNTY, NEBRASKA

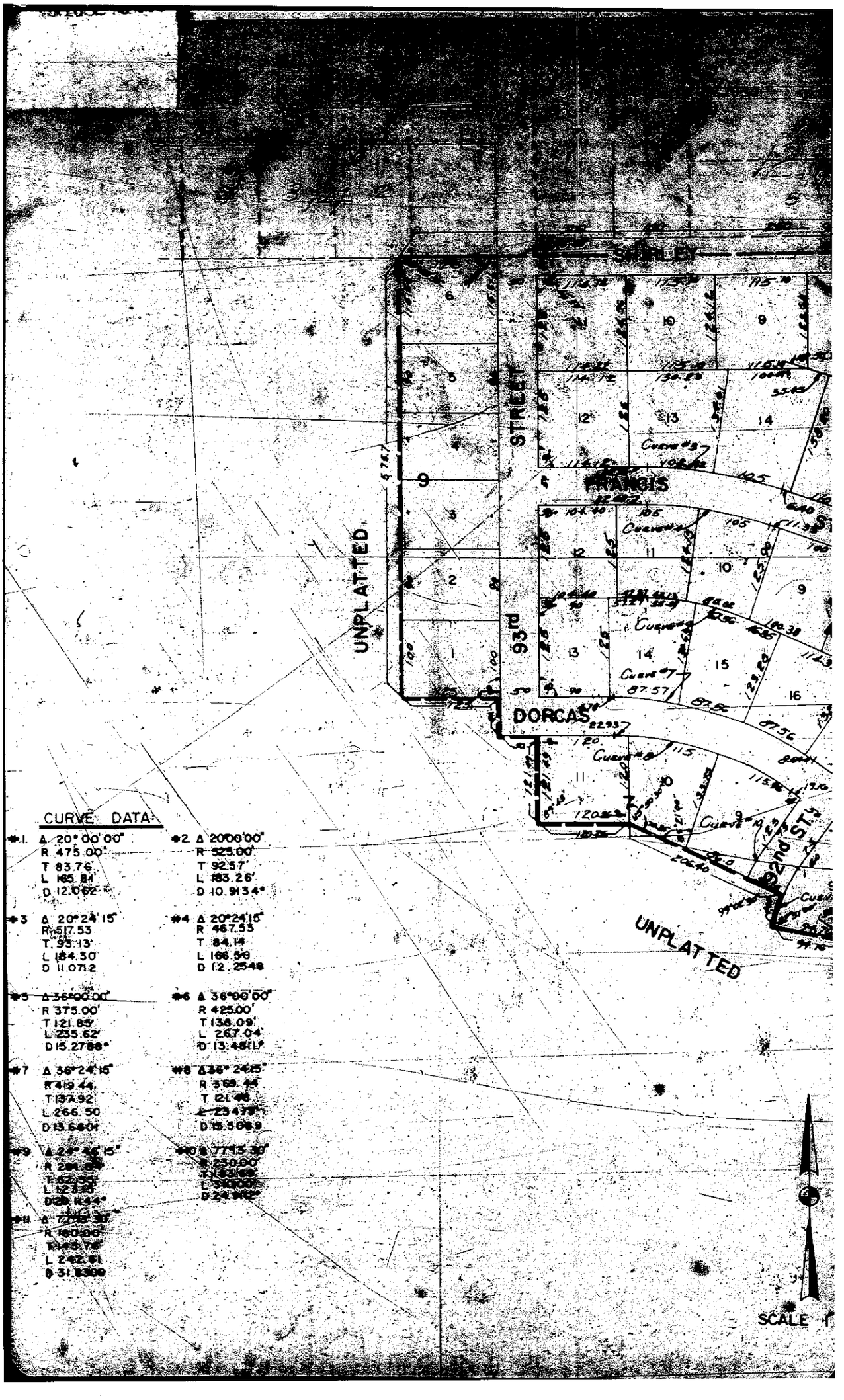
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS ALL CORNERS OF ALL LOTS, BLOCKS STREETS AND [illegible] OF ALL CURVES AND ALL ANGLE POINTS IN THIS PLAT OF LOTS 5 TO 18 INCLUSIVE BLOCK 3, LOTS 5 TO 21 INCLUSIVE BLOCK 4, LOTS 5 TO [illegible] 9 TO 11 INCLUSIVE, BLOCK 7 AND LOTS 1 TO 6 INCLUSIVE BLOCK 9 IN SOUTHWEST VILLAGE AND THAT SAID PLAT IS A PART OF THE [illegible] WEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN MORE PARTICULARLY [illegible]

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 27 WHICH IS 503.0 FEET [illegible] SAID SOUTHWEST QUARTER (SW 1/4); THENCE TURNING ON ANGLE OF 89°48' 55" TO THE [illegible] AND RUNNING SOUTH ALONG A LINE [illegible] WEST PROPERTY LINES OF LOTS 1 TO 4 INCLUSIVE IN BOTH BLOCKS 3 AND 4 AND LOTS 3 AND 4 BLOCK 5 ALL IN SOUTHWEST VILLAGE [illegible] FOR A DISTANCE OF 1148.20 FEET TO A POINT WHICH IS THE SOUTHWEST CORNER OF LOT 3 IN SAID BLOCK 5; THENCE TURNING [illegible] RIGHT AND RUNNING WESTERLY ON A BEARING OF N89°58' 23" W A DISTANCE OF 129.11 FEET TO A POINT; THENCE TURNING AN ANGLE OF [illegible] RUNNING NORTHWESTERLY ON A BEARING N47°41' 15" W A DISTANCE OF 2[illegible].17 FEET TO A POINT; THENCE TURNING AN ANGLE OF 5°19' [illegible] [illegible] ON A BEARING OF N [illegible] [illegible] THENCE TURNING AN ANGLE OF [illegible] TO THE [illegible] ON A BEARING OF N 81°02' 15" W A DISTANCE OF 94.76 FEET TO A POINT; THENCE RUNNING NORTHWESTERLY ALONG A CURVE [illegible] FOR A DISTANCE OF [illegible] FEET TO A POINT; THENCE TURNING AN ANGLE OF [illegible] TO THE LEFT FROM THE CHORD OF THE [illegible] ON A BEARING OF N [illegible] 45" W A DISTANCE OF 206.40 FEET TO A POINT; THENCE TURNING AN ANGLE OF 25°50' 30" [illegible] ON A BEARING OF S [illegible] A DISTANCE OF 120.40 FEET TO A POINT; THENCE TURNING AN ANGLE OF [illegible] 00" TO THE [illegible] ON A BEARING OF N 0°24' 15" W A DISTANCE OF 121.[illegible] FEET TO A POINT; THENCE TURNING AN ANGLE OF [illegible] 00" TO THE [illegible] ON A BEARING OF S 89°35' 45" W A DISTANCE OF 50.00 FEET TO A POINT; THENCE TURNING AN ANGLE OF [illegible] 00" TO THE [illegible] ON A BEARING OF N 0°24' 15" W A DISTANCE OF 50.00 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90°00' 00" TO THE [illegible] ON A BEARING OF S89°35' 45" W A DISTANCE OF 125.00 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90°00' 00" TO THE [illegible] ON A BEARING OF N 0°24' 15" W A DISTANCE OF 575.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF (N1/2) OF SAID [illegible] (SW 1/4); THENCE RUNNING EAST ALONG THE NORTH LINE OF SAID NORTH HALF (N1/2) A DISTANCE OF [illegible] FEET TO THE POINT OF BEGINNING.

I FURTHER CERTIFY THAT THE STREETS CONTAINED HEREIN HAVE BEEN GRADED TO THE FULL WIDTH OF THE RIGHT OF WAY TO APPROXIMATELY THE [illegible] IN WITNESS WHEREOF I DO HERE UNTO SET MY HAND AND SEAL THIS 1 DAY OF December 1959.

[illegible]
REGISTERED LAND SURVEYOR
HENNINGSON, DURHAM & RICHARDSON
CONSULT. ENGR.



CURVE DATA

#1. Δ 20° 00' 00"
R 475.00'
T 83.76'
L 165.81'
D 12.062

#2 Δ 20°00'00"
R 525.00'
T 92.57'
L 183.26'
D 10.9134°

#3 Δ 20°24'15"
R 517.53
T 93.13'
L 184.30
D 11.0712

#4 Δ 20°24'15"
R 467.53
T 84.14
L 166.50
D 12.2548

#5 Δ 36°00'00"
R 375.00'
T 121.85'
L 235.62'
D 15.2788°

#6 Δ 36°00'00"
R 425.00'
T 138.09'
L 267.04'
D 13.4811°

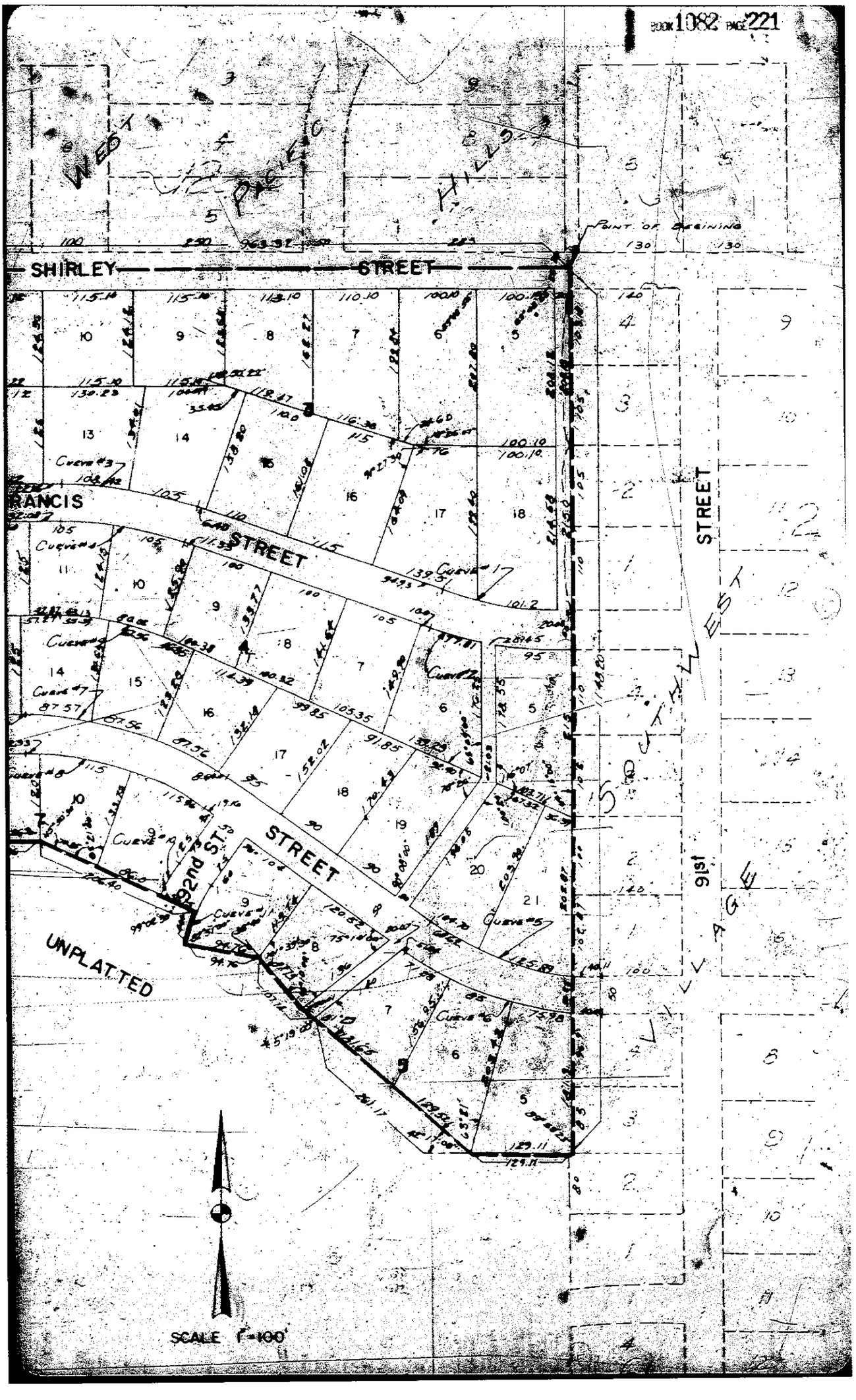
#7 Δ 36°24'15"
R 419.44
T 137.92
L 266.50
D 13.6601

#8 Δ 36°24'15"
R 369.44
T 121.48
L 234.79
D 15.5069

#9 Δ 24°46'15"
R 284.84
T 62.55
L 123.15
D 20.1144°

#10 Δ 77°13'30"
R 230.00
T 183.69
L 310.00
D 24.9112°

#11 Δ 77°13'30"
R 180.00
T 143.76
L 242.61
D 31.8309


SHIRLEY STREET
FRANCIS STREET
92nd ST.
STREET
91st STREET
UNPLATTED
POINT OF BEGINNING
SCALE 1"=100'

1952 PAGE 223

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT DANIEL G. CARY, WIDOWER, BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND DRAINAGE WAY AS SHOWN, TO BE KNOWN AS SOUTHWEST VILLAGE LOTS 5 TO 18 INCLUSIVE BLOCK 3, LOTS 5 TO 21 INCLUSIVE, BLOCK 4, LOTS 5 TO 9 INCLUSIVE BLOCK 5, LOTS 9 TO 11 INCLUSIVE BLOCK 7, AND LOTS 1 TO 6 INCLUSIVE BLOCK 9, TO BE NUMBERED AS SHOWN AND I DO HEREBY APPROVE AND RATIFY THE DISPOSITION OF THE PROPERTY AS SHOWN AND DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AND DRAINAGE WAY AS SHOWN.

IN WITNESS WHEREOF I, DANIEL G. CARY HAVE SIGNED THESE PRESENTS THIS 4 DAY OF December A.D. 1952.

Daniel G. Cary
DANIEL G. CARY

ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS

ON THIS 4th DAY OF December A.D. 1952 BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AN FOR SAID COUNTY CAME DANIEL G. CARY, WIDOWER, WHO IS PERSONALLY KNOWN BY ME TO BE THE SAME AND IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE DEDICATION ON THIS PLAT, AND HE ACKNOWLEDGED THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL AT OMAHA, NEBRASKA IN SAID COUNTY THE DATE LAST AFORESAID.

Erma C. Christiano
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 14th DAY OF July 1962.

COUNTY TRESURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATED: December 7 1952

COUNTY TREASURER
DOUGLAS COUNTY

APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF LOTS 5 TO 18 INCL. BLOCK 3, LOTS 5 TO 21 INCLUSIVE BLOCK 4, LOTS 5 TO 9 INCLUSIVE BLOCK 5 LOTS 9 TO 11 INCLUSIVE BLOCK 7 AND LOTS 1 TO 6 INCLUSIVE BLOCK 9 IN SOUTHWEST VILLAGE ON THIS 14 DAY OF December, A.D. 1959.

D. P. DeBord
CITY ENGINEER

APPROVAL OF OMAHA CITY PLANNING BOARD

THIS PLAT OF LOTS 5 TO 18 INCLUSIVE BLOCK 3, LOTS 5 TO 21 INCLUSIVE BLOCK 4, LOTS 5 TO 9 INCLUSIVE, BLOCK 5, LOTS 9 TO 11 INCLUSIVE BLOCK 7 AND LOTS 1 TO 6 INCLUSIVE BLOCK 9, IN SOUTHWEST VILLAGE WAS APPROVED BY THE CITY OF OMAHA PLANNING BOARD ON THIS 16 DAY OF DECEMBER A.D. 1959.

Hayden W. Abramson
CHAIRMAN OF CITY PLANNING BOARD

CITY COUNCIL ACCEPTANCE

THIS PLAT OF LOTS 5 TO 18 INCLUSIVE BLOCK 3, LOTS 5 TO 21 INCLUSIVE BLOCK 4, LOTS 5 TO 9 INCLUSIVE BLOCK 5, LOTS 9 TO 11 INCLUSIVE BLOCK 7 AND LOTS 1 TO 6 INCLUSIVE BLOCK 9, IN SOUTHWEST VILLAGE WAS APPROVED BY AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF OMAHA, NEBRASKA, THIS 12 DAY OF January A.D. 1960

[illegible]
PRESIDENT

ATTEST M. Johnson Jr. CITY CLERK

BOOK 1082 PAGE 224

28 [illegible] 14.45