

241337

PROTECTIVE COVENANTS AND RESTRICTIONS

SOUTHERN HILLS ADDITION, SARGE COUNTY, NEBRASKA

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned is the owner of all lots in Southern Hills Addition, an addition in the County of Sarge, State of Nebraska, and is desirous of placing proper restrictions on the lots in said Southern Hills Addition:

THEREFORE, THESE PRESENTS WITNESSETH, the following restrictions are hereby placed upon said Southern Hills Addition:

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No dwelling having a ground floor area of less than 700 square feet, exclusive of porches, breezeways and garages, shall be permitted on any lot.
3. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, the side street line, or the rear lot line, nor shall any dwelling be located nearer than 6 feet to an interior side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No fence or wall, except for a patio enclosure, shall be erected or permitted to remain more than 4 feet in height above ground level or having more than 50% closed construction. No fence or patio enclosure shall be constructed with the posts located on the outside of the fence or enclosure. No patio enclosure shall be erected or permitted to remain except in the rear yard of a lot, nor shall any patio enclosure be located nearer than 25 feet to the side street line, 10 feet to an interior side lot line, or 15 feet to a rear lot line.
5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
6. Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang.

No rubbish or other material shall be left exposed on said lots or within any building thereon. No worn out or discarded automobiles, trucks or other vehicles or parts thereof shall be stored on any lot in the addition and no material shall be used for any mobile home, piles or storage of any kind of waste material.

PART C. GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice-President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 18th day of December, 1958.

N. P. DODGE CORPORATION

By

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

Vice President

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 18th day of December, 1958, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas; personally appeared R. H. Abernathy, Jr., and Elizabeth C. Dillon, who are personally known to me to be the Vice

filed 04/2/59 24/503

AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS

for
SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

Entered in Numerical index on 11-1-59 at 11:00 AM in the office of the County Clerk, Sarpy County, Nebraska, at Omaha, Nebraska, this 19th day of April, 1959, at St. Louis, Mo., Father Ruff, County Clerk.

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots in Southern Hills Addition, an addition in the County of Sarpy, State of Nebraska, and are desirous of amending the Protective Covenants and Restrictions dated December 18, 1958, filed for record January 20, 1959, and recorded in Book Number 24 of Miscellaneous Records at Page 327 in the Register of Deeds Office in Sarpy County, Nebraska, in order to define more exactly the easements required for the construction and maintenance of utilities and drainage facilities:

THEREFORE, THESE PRESENTS WITNESSETH, the following provision numbered 6 in the Protective Covenants and Restrictions of record as above described is hereby revoked:

"Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang."

And in its place is hereby substituted the following provision:

Easements for the construction and maintenance of telephone and electric utilities are reserved (and hereby granted) to the Northwestern Bell Telephone Company and the Omaha Public Power District, their lessees and assigns,

(a) as shown on the recorded plat;

(b) along, across, over and under the rear 5 feet of each lot in this addition except Lots 14, 15 and 16, Block 7, Lots 11, 12 and 13, Block 8, Lots 8, 9 and 10, Block 9, where said easements shall be along, across over and under the rear 10 feet of each lot;

(c) along, across, over and under a strip 3 feet wide along the westerly side of Lot 10, Block 1, the easterly side of Lot 11, Block 1, the westerly side of Lot 7, Block 2, the easterly side of Lot 8, Block 2, the westerly side of Lot 5, Block 3, the easterly side of Lot 6, Block 3, the easterly side of Lot 27, Block 7, the westerly side of Lot 28, Block 7, the westerly side of Lot 1, Block 8, the easterly side of Lot 23, Block 8, the easterly side of Lot 16, Block 9, the westerly side of Lot 17, Block 9, the west side of Lot 1, Block 5, the east side of Lot 2, Block 5, the west side of Lot 1, Block 6, and the east side of Lot 2, Block 6;

(d) along, across and over but not under a strip 5 feet wide along the north sides of Lots 1 and 23, Block 1, the north sides of Lots 1 and 16, Block 2, the north sides of Lots 1 and 11, Block 3, the north sides of Lots 1 and 18, Block 4, the south side of Lot 22, Block 6, and the south side of Lot 12, Block 10;

(e) along, across and over but not under a strip 3 feet wide along the northerly and southerly sides of Lot 4, Block 6, and the northerly side of Lot 5, Block 6, for a distance of 15 feet from the rear line of said lots 4 and 5, Block 6; and along, across, and over but not under a strip 3 feet wide along the southeasterly side of Lot 6, Block 7, for a distance of 20 feet;

from the northwest corner of said Lot 9, Block 10, to the point on the easterly boundary line of said Lot 9, 10 feet south of the northerly boundary line of said Lot 9.

All provisions contained in the Protective Covenants and Restrictions dated December 19, 1958, filed for record January 20, 1959, and recorded in Book Number 24 of Miscellaneous Records at Page 327 in the Register of Deeds Office in Sarpy County, Nebraska, other than provision numbered 6 first recited above, shall remain in full force and effect.

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of March, 1959.

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

N. P. DODGE CORPORATION

By N. P. Dodge, Jr.
N. P. Dodge, Jr.
President

IN WITNESS WHEREOF, the N. P. Dodge Company has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of March, 1959.

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

N. P. DODGE COMPANY

By N. P. Dodge, Jr.
N. P. Dodge, Jr.
President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of March, 1959, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared N. P. Dodge, Jr., and Elizabeth C. Dillon, who are personally known to me to be the 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 authorized officers.

I have signed my hand and notarial seal on the day and year last above written.

My commission expires June 9, 1960.

Alfred J. Simonsen
Alfred J. Simonsen
Notary Public

**AMENDMENT TO
THE PROTECTIVE COVENANTS AND RESTRICTIONS
FOR**

**SOUTHERN HILLS, AN ADDITION IN THE COUNTY OF SARPY,
STATE OF NEBRASKA**

N. P. Dodge Corporation and N. P. Dodge Company being the owners of all the lots in Southern Hills Addition, an addition in Sarpy County, Nebraska, do hereby amend Paragraph 3 of Part B of the Protective Covenants and Restrictions previously imposed on such lots by an instrument dated December 18, 1958, and filed January 20, 1959, for record in Book 24 at Page 327 of the Miscellaneous Records of the office of the Register of Deeds of Sarpy County, Nebraska, as amended by an instrument dated March 17, 1959, and filed April 7, 1959, for record in Book 24 at Page 503 of the Miscellaneous Records of said county, to read as follows:

"3. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, nor shall any dwelling be located nearer than 5 feet to the side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot."

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 5th day of June, 1959.

N. P. DODGE CORPORATION

R. H. Abernathy, Jr.

R. H. Abernathy, Jr.
Vice President

Attest:

Elizabeth C. Dillon

Elizabeth C. Dillon
Secretary

IN WITNESS WHEREOF, the 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 Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 5th day of June, 1959.

N. P. DODGE COMPANY

R. H. Abernathy, Jr.

R. H. Abernathy, Jr.
Vice President

Entered in Numerical Index and Record
2 day... June 1959

known to me to be the Vice President and Secretary, respectively, of the N. F. 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.

written in his hand and notarial seal on the day and year last above



Paul M. George
Notary Public

My commission expires July 30, 1964

STATE OF KANSAS) ss
COUNTY OF DOUGLAS)

On this 5th day of June, 1939, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. E. Bennett, Jr., and Elizabeth C. Dillon, who are personally known to me to be the Vice President and Secretary, respectively, of the R. E. Dodge Company and they mutually acknowledged their signatures to be their voluntary act and deed 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



Quito M. George
Notary Public

DATE: July 30, 1944