

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR PART OF  
HARGLEROAD'S MILITARY ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to 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 date, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

Lots Two (2) through Fourteen (14), both inclusive, Block Six (6); all lots in Block Seven (7); Lots One (1) through Seven (7), both inclusive, Block Ten (10); and Lots One (1) through Seven (7), both inclusive, Block Eleven (11), Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for Second Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 40 feet from the front lot line, nor closer than 10 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences on Lots Two (2) through Ten (10), both inclusive, Block Six (6); Lots One (1) through Five (5), both inclusive, Block Seven (7); must have a ground floor area of the main structure exclusive of one story open porches and garages of not less than 1,200 square feet if the residence is a one-story residence and not less than 900 square feet of ground floor area for a dwelling of more than one story. Either to have garages or carports for not less than two (2) cars. On Lots Eleven (11) through Fourteen (14), both inclusive, Block Six (6); Lots Six (6) through Eleven (11), both inclusive, Block Seven (7); Lots One (1) through Seven (7), both inclusive, Block Ten (10); and Lots One (1) through Seven (7), both inclusive, Block Eleven (11), residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.



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All lots in Blocks One (1), Two (2), Three (3), Four (4), Five (5), Eight (8) and Nine (9), Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, except Lot 1, Block 1, and Lot 1, Block 4 of said Addition.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for Second Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 40 feet from the front lot line, nor closer than 10 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling; not to exceed two stories in height. Residences on lots in Block One (1), Two (2), Three (3), Four (4), Five (5), and Lots One (1) through Five (5), both inclusive Block Eight (8), and Lots One (1) and Two (2), Block Nine (9), must have a ground floor area of the main structure exclusive of one story open porches and garages of not less than 1,200 square feet if the residence is a one story residence and not less than 900 square feet of ground floor area for a dwelling of more than one story. Either to have garages or carports for not less than two (2) cars. On Lots Six (6) through Twelve (12), both inclusive, Block Eight (8), and Lots Three (3), Four (4), and Five (5), Block Nine (9), residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet if the residence is a one story residence and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in



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Blocks Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-five (35), and Thirty-six (36), all in Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha, for Fourth Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 7 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height, with a minimum of one (1) car garage or carport on those lots zoned third and fourth and a minimum of two (2) car garage or carport on those lots zoned second.
5. Garage or other outbuildings, if erected on said premises during said period and if detached from the dwelling built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of the Zone Ordinances of the City of Omaha, Nebraska, now in effect.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the Hargleroad's Military Addition, Inc. or their successors or assigns, but this control shall terminate January 1, 1976. The general contour of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of Hargleroad's Military Addition, Inc., by written consent.
7. Exposed foundations shall be painted or faced with brick or stone.
8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuildings erected, constructed or placed on any part of said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. 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.

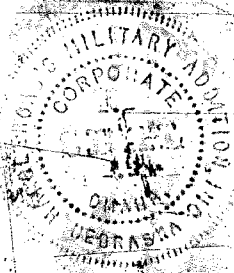
12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 or other dues for such violation.

IN WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 20th day of June, 1960.



HARGLAROAD'S MILITARY ADDITION, INC.

W. B. Harglaroad, III  
W. B. Harglaroad, III, Vice President

Winifred Adams  
Winifred Adams Secretary

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 20th day of June, 1960, before me, the undersigned, a notary public in and for said County, personally came the above named W. B. Harglaroad, III, Vice President and Winifred Adams, Secretary of HARGLAROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Official Seal the date last aforesaid.



Margaret J. Kern  
Notary Public

My Commission expires

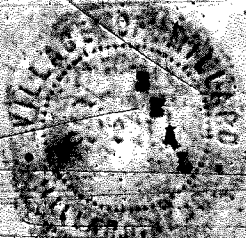
July 3, 1964

## CERTIFICATE

The undersigned, the Village Clerk of the Village of Millard, Douglas County, Nebraska, does hereby declare that he is the duly appointed, qualified and acting Village Clerk of the Village of Millard, Nebraska; that he has in his possession and is responsible for all of the records of the Village of Millard, Nebraska; that the copy of Ordinance No. 125 of the Village of Millard, Nebraska, attached hereto, is a true and correct copy of the original Ordinance passed by the Board of Trustees of the Village of Millard, Nebraska, that he has compared the same to the original in his file and that it is an exact copy, and that the same was published in accordance with law.

Witness my hand and the Seal of the Village of Millard, Nebraska,  
this 20<sup>th</sup> day of June, 1900.

W. F. Auer  
Village Clerk



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OF HARGLEROAD'S MILITARY ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to 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 date, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), in Block Twenty (20), all of Blocks Twenty-one (21), Twenty-two (22), Twenty-three (23), Thirty-one (31), Thirty-two (32), Thirty-three (33) and Thirty-four (34), all in Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha, for Fourth Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part of parts of one or more adjoining lots.
3. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 7 feet from any side yard lot line of inside lots. On corner lots, side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height, with a maximum of one (1) car garage or carport.
5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwelling built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the Hargleroad's Military Addition, Inc., or their successors or assigns; but this control shall terminate January 1, 1976. The general contour of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of Hargleroad's Military Addition, Inc., by written consent.
7. Exposed foundations shall be painted or faced with brick or stone.
8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed, on any part of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.



11. 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.

12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is severable and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 or other dues for such violation.

IT WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 29th day of September, 1959.

HARGLEROAD'S MILITARY ADDITION, INC.



*W. B. Hargleroad, Jr.*  
W. B. Hargleroad, Jr., President

*Winifred Adams*  
Winifred Adams, Secretary

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS)

On this 29th day of September, 1959, before me, the undersigned, a notary public in and for said County, personally came the above named W. B. Hargleroad, Jr., President and Winifred Adams, Secretary of HARGLEROAD'S MILITARY ADDITION, INC., who are personally known to me to be the identical persons whose names are affixed to the above protective covenants as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Official Seal the date last aforesaid.



*Shirley M. ...*  
Notary Public

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Lots Fifteen (15) through Twenty-two (22), both inclusive, Block Six (6), Lots Eight (8), through Fourteen (14), both inclusive, Block Seven (10), Lots Eight (8) through Thirteen (13), both inclusive, Block Eleven (11) Blocks Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Nineteen (19), Lots One (1) through Ten (10) both inclusive, Block Eighteen (18), Lots Sixteen (16) through Twenty (20), both inclusive, Block Eighteen (18) and Lots One (1) through Nine (9), both inclusive, Block Twenty (20), all in Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for Second Residential District.
2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on said premises less than forty (40) feet from the front lot line except on Lots Seventeen (17), Eighteen (18) and Nineteen (19), Block Eighteen (18) Hargleroad's Military Addition, on which no building shall be erected less than thirty-five (35) feet from the front lot line. Side yards set backs shall conform with the zoning ordinance of the City of Omaha for the zone in which the property is located.
4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet, if the residence is a one story residence, and not less than 800 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.

5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect

- 8. No trailer, basement, excavation, tent, shack, garage, barn or other building erected, constructed or placed on any part of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 10. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.
- 11. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.
- 12. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.
- 13. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 or other dues for such violation.

IN WITNESS WHEREOF the undersigned owner of the above described property has hereunto subscribed their names this 14th day of August, 1957.

HARGLEROAD'S MILITARY ADDITION, INC.

*W. B. Hargleroad, Jr.*

W. B. Hargleroad, Jr., President

*Winifred Adams*

Winifred Adams, Secretary



STATE OF NEBRASKA)  
 ) SS  
 COUNTY OF DOUGLAS)

On this 14th day of August, 1957, before me, the undersigned, a Notary Public in and for said County

AMENDMENT OF PROTECTIVE COVENANTS

Protective covenants dated August 14, 1957 were filed August 16, 1957 in Douglas County, Nebraska, in Book 323, Page 561 and covered the following described lots:

Lots Fifteen (15) through Twenty-two (22), both inclusive, Block Six (6);  
Lots Eight (8), through Fourteen (14), both inclusive, Block Ten (10);  
Lots Eight (8), through Thirteen (13), both inclusive, Block Eleven (11);  
Blocks Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Nineteen (19); Lots One (1) through Ten (10) both inclusive, Block Eighteen (18); Lots Sixteen (16) through Twenty (20), both inclusive, Block Eighteen (18); and Lots One (1) through Nine (9), both inclusive, Block Twenty (20), all in Hargleroad's Military Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

The undersigned, Choice Construction Co., owner of Lot Three (3), Block Thirteen (13) Hargleroad's Military Addition; James Edward Tady and Lorraine A. Tady, owner of Lot Two (2), Block Thirteen (13), Hargleroad's Military Addition; Robert L. Johnson and Evelyn G. Johnson, owner of Lot Five (5), Block Thirteen (13) Hargleroad's Military Addition; John L. Cathroe and Barbara J. Cathroe, owner of Lot Thirteen (13), Block Ten (10) Hargleroad's Military Addition; and Hargleroad's Military Addition, Inc., owners of Lots Fifteen (15) through Twenty-two (22) both inclusive, Block Six (6); Lots Eight (8) through Twelve (12) both inclusive and Lot Fourteen (14), all in Block Ten (10); Lots Eight (8) through Thirteen (13), both inclusive, Block Eleven (11); Lots One (1), Four (4), Six (6) through Fifteen (15), both inclusive, Block Thirteen (13); Blocks Twelve (12), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Nineteen (19); Lots One (1) through Ten (10), both inclusive and Lots Sixteen (16) through Twenty (20), both inclusive, all in Block Eighteen (18); and Lots One (1) through Nine (9), both inclusive, Block Twenty (20); all in Hargleroad's Military Addition, being all of the owners of the lots covered by these covenants, do hereby delete Paragraphs #3 and #4 and substitute therefore the following:

3. Buildings to be erected on said premises shall comply with the area regulations as provided in the zone ordinance of the City of Omaha, Nebraska, as may now or from time to time hereafter be in effect.

4. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached (single-family) dwelling not to exceed two stories in height. Residences must have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 1,000 square feet if the residence is a one story residence and not less than 780 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car garage or carport.

In witness whereof the undersigned owners of the above described properties have hereunto subscribed their names this 17<sup>th</sup> day of March, 1958.

CHOICE CONSTRUCTION CO., a Partnership

*John L. Cathroe*

*Donald E. Switzer*

