

2003004

PROTECTIVE COVENANTS AND RESTRICTIONS

for

SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

PART A. PREAMBLE.

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

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

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No dwelling having a ground floor area of less than 700 square feet, exclusive of porches, breezeways and garages, shall be permitted on any lot.
3. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, the side street line, or the rear lot line, nor shall any dwelling be located nearer than 6 feet to an interior side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No fence or wall, except for a patio enclosure, shall be erected or permitted to remain more than 4 feet in height above ground level or having more than 50% closed construction. No fence or patio enclosure shall be constructed with the posts located on the outside of the fence or enclosure. No patio enclosure shall be erected or permitted to remain except in the rear yard of a lot, nor shall any patio enclosure be located nearer than 25 feet to the side street line, 10 feet to an interior side lot line, or 15 feet to a rear lot line.
5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
6. Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
9. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

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11. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

**PART C GENERAL PROVISIONS**

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law, or in equity against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

N. P. DODGE CORPORATION

By

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

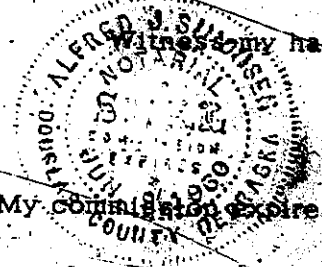
Attest:

*Elizabeth C. Dillon*  
 Elizabeth C. Dillon  
 Secretary

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

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

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



*Alfred J. Simonsen*  
 Notary Public

My commission expires June 9, 1960.

AMENDMENT TO  
PROTECTIVE COVENANTS AND RESTRICTIONS

for  
SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

Entered in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska

Day 11 1959 at 11:30 A.M. Esther 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 90.95 feet from the rear line of said lot;

(f) along, across and over but not under a strip 3 feet wide along all of the lot side lines in the addition where side line easements are not reserved above, except the side lines of Lots 3, 4, 5, 6 and 7, Block 4, the southerly side of Lot 5, Block 6, the side lines of Lot 5, Block 7, the westerly side of Lot 6, Block 7, the side lines of Lots 14, 15, 16 and 17, Block 8, the side lines of Lots 11 and 12, Block 9, and the side lines of Lots 8 and 9, Block 10 except as hereinafter provided;

(g) along, across and over but not under a strip 10 feet wide on Lots 8 and 9, Block 10, which strip is bounded on the north by a line extending from the point on the west boundary of said Lot 8, 10 feet north of the southerly boundary line of said lot 8 to the southeast corner of said Lot 8, and bounded on the south by a line extending

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 13, 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:

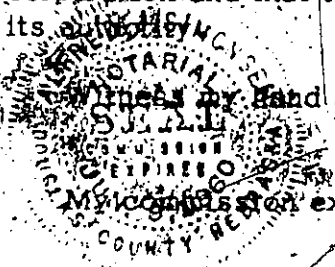
*Elizabeth C. Dillon*  
Elizabeth G. Dillon  
Secretary

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.

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



*Alfred J. Simonsen*  
Alfred J. Simonsen  
Notary Public

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 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 authorized officers.

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



*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 2, 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



Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska, this 5th day of June, 1959, at 3:30 P.M., Esther Raff, County Clerk. 25

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 5th day of June, 1959, 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

(9)



Plat and Dedication,  
Filed 1-20-59, in Book 3 at Page 99, 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

~~eto~~ CASP

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

~~eto~~ Plat

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.

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

~~Restrictive Covenants~~

Protective Covenants

or

Dated 12-18-58 Filed 1-20-59 in Book 24 at Page 327, 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

Easement for the construction and maintenance of utilities  
and drainage as shown on 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.

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

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

Any additional info.

Set Sacks

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 24-327  
Dated 3-17-59 Filed 4-2-59, in Book 24 at Page 503, Instrument No. \_\_\_\_\_

Easement for UTLm of Utilities and Drainage

Rear and Side Boundary Lines

Amend to 24-327 6-5-59 6-9-59 25-113

Southern Hills