

DECLARATION OF PROTECTIVE COVENANTS

HARGLE ROAD MAENNER, INC., a Nebraska corporation, JAMES INVESTMENT CO. (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska), ASSOCIATED CONTRACTORS, INC., (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska), F. S. CASSMAN and M. CASSMAN, husband and wife, L. R. BRODKEY and GLORIA BRODKEY, husband and wife, J. S. NYQUIST and TREVA M. NYQUIST, husband and wife, and J. TUCKER, single, do hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them, described as follows:

Lots one (1) thru twenty-one (21), inclusive, Block one (1)  
Lots one (1) thru forty (40), inclusive, Block two (2)  
Lots one (1) thru thirty-one (31), inclusive, Block three (3)  
Lots one (1) thru seventeen (17), inclusive, Block four (4)  
Lots one (1) thru eighteen (18), inclusive, Block five (5)  
Lots one (1) thru nine (9), inclusive, Block six (6)  
Lots one (1) thru six (6), Block seven (7)  
Palomino Hills, Douglas County, Nebraska

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. In any case, no dwelling, shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the 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 dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb.
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, garage, 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. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 years, unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. Invalidity of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to benefit of the undersigned, their respective heirs, executors, administrators, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owners of the above described real estate, have platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, their respective heirs, executors, administrators, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN WITNESS WHEREOF, the parties have executed these presents as of the 28th day of August, 1962.

HARGLEROAD MAENNER, INC.

By H. T. Hargleroad President

Attest: Winifred Adams Secretary

JAMES INVESTMENT CO.

By James H. Hight President

Attest: Richard E. Tucker Secretary

ASSOCIATED CONTRACTORS, INC.

By W. B. Hargleroad President

Attest: Lloyd S. Hargleroad Secretary

389 478  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN

SS.

On this 29th day of August, 1962, before me, a notary public within and for Ramsey County, personally appeared L. J. Murray and Lloyd A. Beal, to be personally known, who being each by me fully sworn did say that they are respectively the Vice President and Asst. Secretary of Associated Contractors, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said L. J. Murray and Lloyd A. Beal acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Kathleen Proulx

Notary Public

KATHLEEN PROULX  
Notary Public, Hennepin County, Minn.  
My Commission Expires Oct. 31, 1967.

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

SS.

On this 30th day of August, 1962, before me, the undersigned, a notary public in and for said County, personally appeared, the above named F. S. Cassman and M. Cassman, husband and wife, L. R. Brodkey and Gloria Brodkey, husband and wife, J. S. Nyquist and Treva M. Nyquist, husband and wife, and J. Tucker, single, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they severally acknowledged the same to be their voluntary act and deed.

WITNESS my hand at Omaha, Nebraska, the day aforesaid.

Bert E. Gaslow

Notary Public

My commission expires: Oct. 20, 1968

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COUNTY CLERK  
DOUGLAS COUNTY  
NEBRASKA

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Completed

AGREEMENT MODIFYING PROTECTIVE COVENANTS

THIS AGREEMENT, made and entered into this 10 day of June, 1964 by and between the undersigned owners of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, whose names are subscribed to this agreement opposite the legal description of the lots owned by them; respectively, as parties of the first part, hereinafter called Owners, and Burt Company, a Nebraska corporation, as party of the second part, hereinafter called Builder, witnesseth:

WHEREAS the then Owners of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, entered into protective covenants, dated August 28, 1962, and recorded November 14, 1962 in the office of the Register of Deeds of Douglas County, Nebraska, at book 389, page 475 of the Miscellaneous Records and

WHEREAS said protective covenants provided in part that none of the lots in said addition shall be used for other than residential purposes, and

WHEREAS the Owners are willing to agree with Builder that said covenants may be modified as to certain of said lots so as to permit some to be used for other purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. Owners and Builder state and represent that they are the present owners of record of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, which said lots number as follows:

- Lots 1 through 21 inclusive, Block 1
- Lots 1 through 40 inclusive, Block 2
- Lots 1 through 31 inclusive, Block 3
- Lots 1 through 17, inclusive, Block 4
- Lots 1 through 18 inclusive, Block 5
- Lots 1 through 9 inclusive, Block 6
- Lots 1 through 6 inclusive, Block 7

2. Owners agree with Builder that the protective covenants hereinabove referred to be and hereby are modified to provide that Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block One (1), Palomino Hills, may be used for any purpose now or hereafter permitted in First Commercial Zoning as provided in the Zoning Ordinances of the City of Omaha, Nebraska.

3. Owners agree with Builder that the protective covenants hereinabove referred to be and hereby are modified to provide that Lots one (1), Two (2), Three (3), Four (4), and Five (5) of Block Four (4), Palomino Hills, may be used for any purpose now or hereafter permitted in Ninth Residential Zoning as provided in said Zoning Ordinance.

4. Owners agree that they will not oppose the rezoning of the lots described in paragraphs 2 and 3 to First Commercial and Ninth Residential Zoning, respectively, by the zoning authorities of the City of Omaha.

5. Builder agrees that it will develop the aforesaid lots in a well-planned and attractive manner, and that any buildings and other improvements constructed on said lots shall be of first-class construction, of design compatible with other buildings in Palomino Hills, and with appropriate landscaping and shrubbery.

6. It is agreed that except as herein modified, said protective covenants hereinabove referred to, dated August 28, 1962, be and remain in full force and effect.

IN WITNESS WHEREOF, the Owners hereinabove set forth and the Builder have annexed their signatures opposite and to the right of the lots owned by them, respectively:

OWNERS:

72-73-ETC

## AGREEMENT MODIFYING PROTECTIVE COVENANTS

THIS AGREEMENT, made and entered into this 13 day of April 1970 by and between the undersigned owners of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, whose names are subscribed to this agreement opposite the legal description of the lots owned by them, respectively, as parties of the first part, hereinafter called Owners, and Eurt Company, a Nebraska corporation, as party of the second part, hereinafter called Builder, witnesseth:

WHEREAS the then Owners of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, entered into protective covenants, dated August 28, 1962, and recorded November 14, 1962 in the office of the Register of Deeds of Douglas County, Nebraska, at book 389, page 475 of the miscellaneous Records and

WHEREAS said protective covenants provided in part that none of the lots in said addition shall be used for other than residential purposes, and

WHEREAS the Owners are willing to agree with Builder that said covenants may be modified as to certain of said lots so as to permit same to be used for other purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. Owners and Builder state and represent that they are the present owners of record of all of the lots in Palomino Hills, an addition in Douglas County, Nebraska, which said lots number as follows:

Lots 1 through 21 inclusive, Block 1  
 Lots 1 through 40 inclusive, Block 2  
 Lots 1 through 31 inclusive, Block 3  
 Lots 1 through 17 inclusive, Block 4  
 Lots 1 through 18 inclusive, Block 5  
 Lots 1 through 9 inclusive, Block 6  
 Lots 1 through 8 inclusive, Block 7

2. Owners agree with Builder that the protective covenants hereinabove referred to be and hereby are modified to provide that Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block One (1), Palomino Hills, may be used for any purpose now or hereafter permitted in First Commercial Zoning as provided in the Zoning Ordinances of the City of Omaha, Nebraska.



3. Owners agree with Builder that the protective covenants hereinabove referred to be and hereby are modified to provide that Lots One (1), Two (2), Three (3), Four (4), and Five (5) of Block Four (4), Palomino Hills, may be used for any purpose now or hereafter permitted in Ninth Residential Zoning as provided in said Zoning Ordinance.

4. Owners agree that they will not oppose the rezoning of the lots described in paragraphs 2 and 3 to First Commercial and Ninth Residential Zoning, respectively, by the zoning authorities of the City of Omaha.

5. Builder agrees that it will develop the aforesaid lots in a well-planned and attractive manner, and that any buildings and other improvements constructed on said lots shall be of first-class construction, of design compatible with other buildings in Palomino Hills, and with appropriate landscaping and shrubbery.

6. It is agreed that except as herein modified, said protective covenants hereinabove referred to, dated August 28, 1962, be and remain in full force and effect.

IN WITNESS WHEREOF, the Owners hereinabove set forth and the Builder have annexed their signatures opposite and to the right of the lots owned by them, respectively:

OWNERS:

Lot 30, Block 2,  
Palomino Hills, an  
addition in Douglas  
County, Nebraska.

*Robert H. Horton*  
Robert H. Horton

*Emelyn M. Horton*  
Emelyn M. Horton

BUILDER:

Burt Company, A Corporation

By [Signature]  
President

Attest:

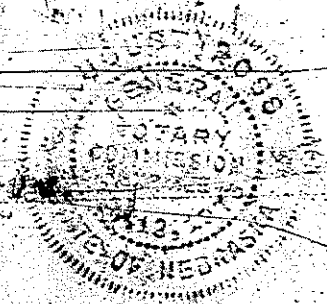
[Signature]  
Secretary

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 23 day of July 1970, before me  
the undersigned, a Notary Public in and for said County, personally  
came Bernard J. Burt, President of the Burt Company, a  
corporation, 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 said Burt  
Company, and that the Corporate Seal of the said Burt Company, was  
thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in  
said County the day and year last above written.

[Signature]  
Notary Public



STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 13 day of \_\_\_\_\_, 1975, before me,  
the undersigned, a Notary Public, duly commissioned and qualified  
for in said County, personally came Robert H. Horton and Evelyn M.  
Horton, husband and wife, to me known to be the identical persons  
whose names are affixed to the foregoing instrument and acknowledged  
the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last  
above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*[Handwritten notes and stamps at the bottom of the page, including "4889", "12-11-75", and "1/2"]*