

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OAK HEIGHTS, FOURTH PLATTING

THIS DECLARATION, made on the date hereinafter set forth by SHELDON J. HARRIS, Trustee, ALBERT L. FELDMAN, and MEYER H. FELDMAN, hereinafter referred to as the "Declarants",

W I T N E S S E T H:

WHEREAS, the Declarants are the owners of the following-described real property:

Lots 1 to 22, inclusive, in Oak Heights,  
Fourth Platting, a Subdivision, in Douglas  
County, Nebraska.

WHEREAS, the Declarants will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, the Declarants hereby declare that all of the lots described above shall be held, sold, and conveyed, subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A - RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No buildings shall be created, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling having a garage capable of housing not less than two automobiles; and not to exceed two stories in height; nor containing finished living areas, exclusive of porches, breezeways, carports, and garages, of less than the following square footages and sizes:

- a. As to Lots 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20 and 21: Not less than 1,150 square feet on the ground floor for a one-story house; 1,100 square feet on the ground floor for a one and one-half story house; 1,800 square feet of living area above ground for a bi-level, tri-level or split level house; and 1,150 square feet of main floor living area for a split-entry house; nor less than 900 square feet in the case of a two-story house.
- b. As to Lots 2, 3, 9, 10, 16, 17, and 22: Not less than 1,050 square feet on the ground floor for a one-story house; 1,100 square feet on the ground floor for a one and one-half story house; 1,800 square feet of living area above ground for a bi-level, tri-level or split level house; and 1,150 square feet of main floor living area for a split-entry house; nor less than 900 square feet in the case of a two-story house.

A-2. No lot shall be used except for residential purposes.

A-3. 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.

A-4. 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.

A-5. No dwelling shall be moved from outside of Oak Heights Fourth Platting to any lot.

A-6. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any lot at any time.

A-7. No mobile home, grading, or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-8. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

A-9. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

A-10. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the single dog house permitted in A-11.

A-11. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed, or permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarants, or any person, firm, corporation, partnership or entity designated in writing by the Declarants, as stipulated hereinafter.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick or concrete block simulating brick, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each lot and along the street side of each corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then-owner of the lot prior to the time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. No fence, decorative or otherwise, shall be erected, placed, or permitted in the front yard of any building plat. The construction plans and specifications, a site grading plan and a plot plan showing the location of any proposed structure or improvement shall be approved in writing by Declarants, or any person, firm, corporation, partnership, or entity designated in writing by the Declarants, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, and proposed finished grades prior to commencement of any construction. The approval or disapproval of the undersigned Declarants or their designee as required in these covenants shall be in writing. Failure of Declarants or their designee to give either written approval or disapproval of a submitted plan within ten (10) days after submission of said plan by mailing such written approval or disapproval to the last-known address of the applicant for approval as shown in the submitted plan shall operate to release such building plat from the provisions of this paragraph.

#### PART B - EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a five-foot strip of land adjoining the rear and side boundary lines of each lot; said licenses being granted for the use and benefit of all present and future owners of said lots; provided, however, that said side lot line easements are granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without being replaced within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for garden shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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B-2. All telephone and electric power service lines from property line to dwelling shall be underground.

**PART C - GENERAL PROVISIONS**

C-1. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave(s) of the structure on the same side(s).

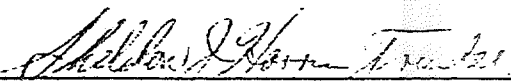
C-2. The Declarants or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarants or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


C-3. The covenants and restrictions of this Declaration shall run with and bind the successive owners of each lot in the subdivision for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarants, or any person, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30th day of June, 1978.

DECLARANTS:

  
Sheldon J. Harris, Trustee

  
Albert L. Feldman

  
Meyer H. Feldman

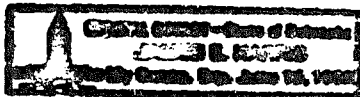
STATE OF NEBRASKA

County of Douglas

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ON this \_\_\_\_\_ day of June, 1978, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came SHELDON J. HARRIS, Trustee, ALBERT L. FELDMAN, and MEYER H. FELDMAN, to me known to be the identical persons whose names are affixed to the foregoing Declaration, and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last above written.



*[Signature]*  
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Notary Public

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RECEIVED  
JUL 11 PM 2:50  
DOUGLAS COUNTY, NEBR.  
REGISTER OF DEEDS  
JAMES L. MILLER

*21*  
*made*