

PROTECTIVE COVENANTS

FOR

OAK LANE
Heights

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1992:

All lots contained in Oak Lane^{Heights} Addition, a subdivision in Douglas County, Nebraska, except Lot 1, Block 6, Oak Lane^{Heights} Addition, same being used for recreational purposes^{Heights} only.

If the present or future owners of any of said lots, or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other 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.

Invalidation of any of these covenants by judgment or Court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used for single-family purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

D. A perpetual license and easement is hereby reserved in

favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to install, operate and maintain their utility facilities, over, under and upon a five foot (5') strip of land adjoining on the rear and side boundaries of said lots in said addition. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easements, but same may be used for shrubs, gardens, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

E. Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line.

F. No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot in the subdivision until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by Oakwood Heights, Inc., as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

G. Dwellings shall be restricted to the following minimum square foot ground floor area, exclusive of garages, breezeways and porches: 1,000 square feet for a one story or step-up style dwelling; 750 square feet on each floor in a full two story dwelling.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this 14th day of June, 1966.

OAKWOOD HEIGHTS, INC.,

By Alan O. Stebbins President

Attest: _____ Secretary

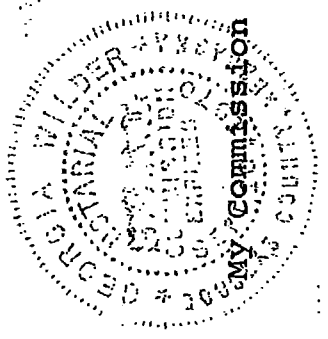


STATE OF NEBRASKA)
: SS
COUNTY OF DOUGLAS)

BOOK 440 PAGE 541

On this 14th day of June, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Alan O. Dickey, President and Louis A. Seminara, Secretary of Oakwood Heights, Inc., a corporaion, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

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



[Handwritten Signature]

Notary Public

STATE OF MICHIGAN
COUNTY OF DOUGLASS

On this 17th day of June, 1939, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Alan C. Dickey, President and Louis A. Seminars, Secretary of [redacted], a corporation, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was then and there affixed by its authority.

WITNESSES my hand and Notarial seal at [redacted] in said County the day and year last above written.

Notary Public

of Commission expires September 10, 1940

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLASS COUNTY, MICH.

THE STATE OF MICHIGAN
COUNTY OF DOUGLASS

Notary Public
I have signed and filed for record in the office of the Register of Deeds of said County of the instrument in Book 440 of [redacted] in Page 539

By _____
Notary Public
77-263
5075
ETC