

RESTRICTIVE COVENANTS

The undersigned hereby declares 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, 1995:

Lots One (1) through Four Hundred Forty-four (444), both inclusive, in The Oaks, a subdivision in Douglas County, Nebraska.

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 owning any part of said real estate 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.

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 only for the purposes specified in paragraph F or for single family dwellings, 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. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. All plots shall be kept free of all trash and debris.

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. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

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 erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

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. At time of initial occupancy of main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one pin oak tree; said tree to be located in the front yard at least 10 feet from the front lot line.

The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be built by the then owner of the lot at the time of completion of the main structure upon the lot. No sidewalks need be built on the following areas:

South sides of Lots 22, 67, 68, 413, 433 & 434.

F. The following building restrictions shall apply to the following lots:

(1) In no event may any single family residential lot be reduced below its area and width as originally platted, unless parts of two or more lots are combined to make one building plot, in which event the resulting building plot must have an area and width at least as large as the original platted area and width of the largest lot included to make up said building plot; provided that these restrictions shall not apply to lots 22, 67, 68, 413, 434, 74, 317, 334 or 335.

(2) Lots One (1) through Twenty (20) and Twenty-three (23) through Sixty-five (65) shall be single family residential lots and shall be restricted as follows: Minimum front yard: 40 feet. Minimum side yard for main residential structure: 15 feet. Minimum enclosed finished living area on main floor exclusive of open porches, garages and breezeways: 1,150 square feet for a one story house; 1,000 square feet for split level or split entry style; 912 square feet for a one-and-one-half or two-story house. Minimum lot area: 11,200 square feet.

(3) Lots Four Hundred Thirteen (413) and Four Hundred Thirty-four (434) shall permit duplexes and shall be restricted as follows: Minimum front yard: 30 feet. Minimum side yard for main structure: 10 feet for single story and 15 feet for two story structure. Minimum finished enclosed living area exclusive of open porches, garages and breezeways: 750 square feet for each family unit.

(4) Lots 21, 66, 68, 74, 334 and 335 permit multiple family structures and shall be restricted as follows: Minimum front yard: 30 feet. Minimum side yard for main structure: 10 feet for a one story and 15 feet for a two story building. Minimum enclosed finished living breezeways: 750 square feet for each family unit. Minimum lot area: 5,000 square feet for single family dwelling; 10,000 for a two or three family structure plus 2,500 square feet additional for each family unit in excess of three.

(5) Lots Sixty-Nine (69) through Seventy-three (73); Seventy-five (75) through Three Hundred Thirty-three (333); Three Hundred Thirty Six (336) through Four Hundred Twelve (412); Four Hundred Fourteen (414) through Four Hundred Thirty-three (433) and Four Hundred Thirty-five (435) through Four Hundred Forty-four (444) shall be single family residential lots and shall be restricted as follows: Minimum front yard: 35 feet. Minimum side yard for main residential structure: 6 feet. Minimum enclosed finished living area on main floor exclusive of open porches, garages and breezeways: 960 square feet for a one-story house; 912 square feet for a split level or split entry style. The minimum lot area is 7,000 square feet.

(6) On corner lots used for single residential family purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement.

(7) Notwithstanding the provision of this paragraph No. F, the restrictive provisions for building sizes, lot area, side yards, and front yard shall automatically be amended as to any lot for which the Planning Commission or Board of Trustees of the Village of Millard, Nebraska shall determine and permit a lesser area or distance or size.

(8) Lots Twenty-two and Sixty-seven (22 & 67) may be used for any commercial purposes permitted by applicable zoning ordinances of the Village of Millard.

G. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. This restriction shall terminate ten years after date hereof.

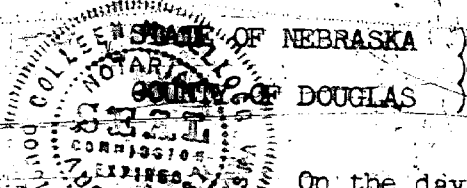
IN WITNESS WHEREOF, Oaks, Inc., a Nebraska corporation, being the owner of all said real estate, has executed these covenants this 12 day of February, 1962.

Witness:

OAKS, INC.

Donald C. W. [Signature]
Secretary

By: *[Signature]*
President



ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally appeared Harold E. Grove, President of Oaks, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed as such officer 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.

[Signature]
Notary Public

My commission expires:

August 22, 1967

BOOK 876 No 229

RECEIVED

FEB 12 PM 1 32

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County
Entered in Manuscript Index and File
for Record in the Office of the Register of
Deeds of said County and recorded in

Book 876 of 2268

Page 229

James J. O'Connell
REGISTER OF DEEDS

Indiantown Realty Co.

112 1/2 S. 17th St.

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