

## PROTECTIVE COVENANTS AND RESTRICTIONS

for

## COUNTRY CLUB OAKS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Country Club Oaks, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots;

NOW THEREFORE, the following restrictions are hereby placed upon said lots:

PART B. AREA OF APPLICATION

B-1. All restrictions for the single-family residential area in Part C shall apply to Lots 1 through 28, inclusive, and Lots 32 through 34 inclusive.

B-2. All restrictions for the two-family residential area in Part D shall apply to Lots 29 through 31, inclusive.

B-3. All restrictions for the multi-family residential area in Part E shall apply to Lot 35.

PART C. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

C-1. 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, nor containing enclosed finished living area less than 2,500 square feet, nor having a garage for less than two automobiles; except that for Lot 1 the minimum area and garage requirements shall not apply.

C-2. No parcel resulting from lot-splitting may be built upon or used for residential purposes if it contains less ground area than the smaller or smallest in area of the originally platted lots which constitute said parcel.

C-3. No lot shall be used except for residential purposes.

C-4. 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.

C-5. No structure of a temporary character, trailer, base-ment, 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.

C-6. Dwellings shall not be moved from outside of Country Club Oaks to any lot within this subdivision.

C-7. 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.

C-8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. Except for visitor parking, no outside storage or parking of motor vehicles shall be permitted.

C-9. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

C-10. 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 garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use 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.

C-11. 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 C-12.

C-12. 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 for not more than one dog shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Architectural Control Committee as provided for hereinafter.

C-13. 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.

#### PART D. RESTRICTIONS FOR THE TWO-FAMILY RESIDENTIAL AREA

D-1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or one two-family dwelling not to exceed two stories in height in either instance, nor containing enclosed finished living area less than 2,500 square feet for a single-family dwelling nor less than 4,000 square feet for a two-family dwelling, nor having a garage for less than two automobiles for a single-family dwelling nor less than four automobiles for a two-family dwelling.

D-2. All aforesaid restrictions numbered C-2 through C-13, inclusive, are applicable to the two-family residential area.

#### PART E. RESTRICTIONS FOR THE MULTI-FAMILY RESIDENTIAL AREA

E-1. No buildings shall be erected, altered, placed or permitted to remain on any lot other than detached single-family dwellings, or two-family dwellings, or multi-family dwellings not to exceed two stories in height in any instance.

E-2. If a detached single-family dwelling or dwellings shall be built in the Multi-Family Area, there shall be a maximum density of one detached single-family dwelling per 14,000 square feet of ground area. No detached single-family dwelling shall be erected, altered, placed or permitted to remain exceeding two stories in height, nor containing enclosed finished living area less than 2,500 square feet, nor having a garage for less than two automobiles.

E-3. If a two-family dwelling or dwellings shall be built in the Multi-Family Area, there shall be a maximum density of one two-family dwelling per 20,000 square feet of ground area. No two-family dwelling shall be erected, altered, placed or permitted to remain exceeding two stories in height, nor containing enclosed finished living area less than 4,000 square feet, nor having a garage for less than four automobiles.

E-4. If multi-family dwellings shall be built in the Multi-Family Area, land use intensity shall be limited as follows: All enclosed structures under roof shall cover not more than 35% of the gross land area applicable to said multi-family dwellings, gross land area being defined for purposes hereof as the gross acreage for multi-family dwellings including yards, park or other open recreational area, streets, drives and sidewalks within the boundaries of the multi-family area plus one-half of abutting park or other open recreational area, streets and drives. No multi-family dwelling shall be erected, altered, placed or permitted to remain exceeding two stories in height, nor containing enclosed finished living area less than 1,200 square feet per family unit, nor having a garage for less than two automobiles per family unit.

E-5. The Architectural Control Committee shall have no right to deny or withhold approval of a submitted plan for reasons of density, land use intensity, height or minimum enclosed finished living area provided the submitted plan conforms with the limitations set forth in Parts E-2, E-3 and E-4 above.

E-6. Within the density and land use intensity limitations set forth in Part E, detached single-family dwellings, two-family dwellings, and multi-family dwellings may be clustered and open space concentrated.

E-7. All aforesaid restrictions numbered C-3 through C-13, inclusive, are applicable to the Multi-Family Residential Area.

PART F. GENERAL PROVISIONS APPLYING TO ALL LOTS IN COUNTRY CLUB OAKS

F-1. Architectural Control

No building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee provided for herein. The Architectural Control Committee shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades.

The Architectural Control Committee shall consist initially of five persons, one of whom initially shall be a licensed architect; one of whom initially shall be a registered professional engineer; one of whom initially shall be a representative of N. P. Dodge Company as the developer of this subdivision; and two of whom initially shall be property owners in said subdivision other than employees or representatives of the said developer. Upon the resignation or termination for any reason of one of the Committee members, the remaining members of the Committee shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the Committee's authority. If the licensed architect or registered engineer ceases for any reason to serve on said Committee, his replacement must be agreed upon by three of the remaining four Committee members. If the representative of N. P. Dodge Company ceases for any reason to serve on said Committee, the remaining Committee members shall appoint a replacement who is approved by N. P. Dodge Company. If one or more of the property owners in said subdivision cease for any reason to serve on said Committee, his or their replacements shall be appointed from among property owners in said subdivision other than employees or representatives of the developer. If fewer than three members shall be serving on the Committee, the owners of the lots within the subdivision shall elect a new Committee. The owner or owners of each lot shall have one vote per lot.

The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Committee will approve for the subject property. Failure of the Committee to give either written approval or written disapproval of a submitted plan within thirty (30) 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 on the submitted plan, shall operate to release such building plot from the Architectural Control provisions of these restrictions in regard to said submitted plan.

All structures costing more than \$500.00 shall be designed by a licensed architect, and such structures shall be completed according to the plans and specifications approved by the Committee.

F-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and 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, upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision), said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles, wires, or conduits along any of said side lot lines within 36 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

F-3. All telephone and electric power service lines from property line to dwelling shall be underground.

F-4. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 190 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

F-5. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Parts C-1, D-1 and E-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

F-6. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

F-7. If the present or future owners of any of said lots, or their grantees, heirs, successors 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.

F-8. Invalidation of any one 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.

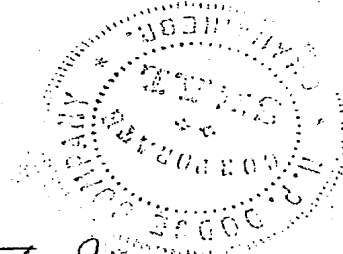
IN WITNESS WHEREOF, N. P. DODGE COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and N. P. Dodge, Jr., its Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors, this 25th day of March, 1968.

Attest:

N. P. DODGE COMPANY

N. P. Dodge, Jr.  
N. P. Dodge, Jr.  
Assistant Secretary

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



STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 25th day of March, 1968, 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 N. P. Dodge, Jr., who are personally known to me to be the Vice President and Assistant 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 authority.

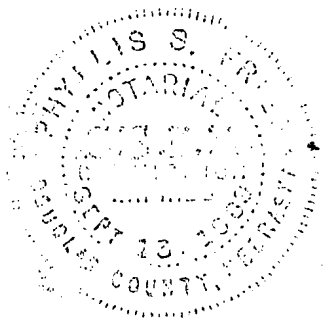
Witness my hand and notarial seal on the day and year last above written.

*Phyllis S. Fried*

Notary Public

My Commission expires:

September 13, 1969



*County of Douglas*

*78-271 Oct 18*

*Dennis - Heine*  
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THOMAS J O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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