

PROTECTIVE COVENANTS AND RESTRICTIONS  
for  
HARVEY OAKS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Harvey 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 99 through 191, inclusively.

B-2. All restrictions for the multi-family residential area in Part D shall apply to Lots 195 through 198, inclusively.

PART C. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

C-1. No building shall be created, 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 finished living areas, exclusive of porches, breezeways, carports, and garages of less than: 1,200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1,300 square feet shall be required on the ground floor; 1,200 square feet on the ground floor for a one and one-half story house; 1,800 square feet above basement level for a two-story house; 1,550 square feet of living area above ground for a bi-level, tri-level, or a split-level house; and 1,300 square feet of main floor living area for a split-entry house; nor less than 1,000 square feet in the case of a two story structure, nor having a garage for less than two automobiles.

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

C-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.

C-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.

C-5. Dwellings shall not be moved from outside of Harvey Oaks to any lot within this subdivision.

C-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.

C-7. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, 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.

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

C-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 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 garage door shall be permitted to remain open except when entry to and exit from the garage are required. 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 yard.

C-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 C-11.

C-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 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 N. P. Dodge Company or its assigns as stipulated hereinafter.

C-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.

C-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or 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.

C-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.

C-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick, in front of each built-upon lot and along the street side of each built-upon 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 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.

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

D-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 and garages and recreational buildings for multi-family dwellings; or churches.

D-2. All aforesaid restrictions numbered C-3 through C-14, inclusively, are applicable to the Multi-Family Residential Area.

PART E. GENERAL PROVISIONS APPLYING TO ALL LOTS IN HARVEY OAKS

E-1. Architectural Control

No building, fence, wall, driveway, patio, patio enclosure, rock garden, 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 N. P. Dodge Company or its assigns, which 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; provided that N. P. Dodge Company specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Company or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Company or its assigns to give either written approval or 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 provisions of this paragraph.

E-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.

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

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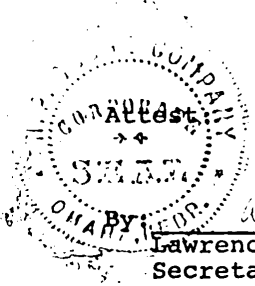
E-4. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part C-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

E-5. 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.

E-6. 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.

E-7. 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, HARVEY OAKS, LTD. has caused these presents to be executed this 9th day of November, 1972.



Lawrence Pazol  
Secretary

HARVEY OAKS, LTD.,  
By: N. P. DODGE COMPANY,  
General Partner

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

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

On this 9th day of November, 1972, 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 Lawrence Pazol, who are personally known to me to be the Vice President and 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

4. 21 DAY OF November 1972 AT 1:47 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 36.25