

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, 1999:

Lots Seventy-Seven (77) through One Hundred Forty Nine (149) both inclusive, in Oak Hills of Millard, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots 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 judgement 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 single-family residence purposes or for park, library, 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 lots shall be kept free of trash and debris, and all weeds and vegetation on lots shall be kept mowed to a height not greater than 18 inches above ground level.

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 animals, livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the addition. Dwellings constructed in another addition or location shall not be moved to any lot within this addition, unless the undersigned consents thereto in writing.

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 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, under, and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition (provided that said easement shall cover the rear 10 feet of Lots 77 thru 95, 119 thru 123, 131 thru 133, 138 thru 140, 148 and 149; said license and easement 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 easements are granted upon the specific condition that if both of said utility companies fail to construct poles, conduits or wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles, conduits 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 easementways.

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 four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main residential structure and before occupancy thereof. No sidewalks need be built abutting the street side of lots 130 thru 133, 138 thru 140 and 146 thru 148.

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

(1) Minimum front yard: 35 feet. Minimum side yard for residential structure: 10 feet, and on corner lots the side yard abutting the street shall be at least 17½ feet. Minimum rear yard: 20 feet, except on lots 104 thru 110, 124 thru 127, 130 thru 134, 137, 138, 140, 101 and 102 the minimum rear yard shall be 35 feet. Minimum buildable plot: 10,000 square feet. Minimum enclosed and finished living space exclusive of open porches, garage and breezeways: 1400 square feet on the first floor for a one-story house; 816 square feet on the first floor for a one and one-half story or two-story house with the second story finished; for bi-level, tri-level, split level and split entry plans, the foundation walls must enclose a minimum ground area of 1050 square feet and at least 1400 square feet of finished living space must be included within the house. All exposed exterior foundation walls shall be faced with brick or stone. Each dwelling must provide enclosed garage space for not less than two nor more than four cars; provided that no outside parking of automobiles will be permitted by owners or permanent occupants of any dwelling in the addition. No fences shall be erected in front of the main residential structure, and backyard fences shall not exceed seven (7) feet in height. All fuel tanks must be buried below ground level. No exposed garbage cans or trash containers will be permitted, nor will outside burning of trash or garbage be permitted. No outside radio or T.V. antennas may be erected on premises.

(2) Notwithstanding the provisions of this Paragraph F, the restrictive provisions for lot area, side yards, rear yards, and front yards shall automatically be amended as to any lot for which the City of Millard, Nebraska, or the municipality having jurisdiction shall determine and permit a lesser area or distance.

G. In no event will any construction begin or any structure (including accessory structures) be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. The restrictions of this paragraph shall terminate January 1, 1978.

EXECUTED this 1st day of September, 1967, by the undersigned as sole owner of all the real estate above described.

OAKS, INC.

By: Harold E. Grove  
Harold E. Grove, President

Donald E. Mulick  
Donald E. Mulick, Secretary

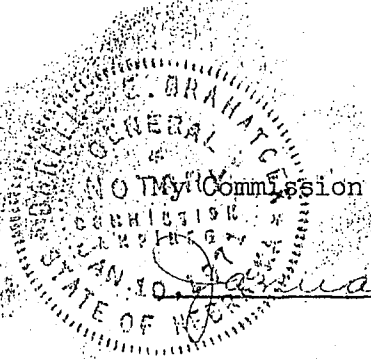


STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned a Notary Public in and for said county, personally came 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 foregoing Restrictive Covenants and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

Darlene E. Brachatek  
Notary Public



My Commission expires:  
January 19, 1971

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 DEPT. OF REVENUE  
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 THOMAS J. O'CONNOR  
 REGISTER OF DEEDS  
 33 COUNTY, NEBR.  
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 in the office  
 of said  
 county and recorded in  
 Book 466 of *Misc.*  
 Page 427

*David Johnson*

Party

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Return to

*Charles J. ...*  
*Wm. East ...*  
*Michael ...*

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