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DECLARATION OF PROTECTIVE COVENANTS

Oak Park Development Co. (a corporation organized and existing under and by virtue of the laws of Nebraska, having its principal office and place of business in Douglas County, Nebraska,) does hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions (all of which for convenience are herein referred to collectively by the term "covenants"), for the purpose of applying to, controlling and governing the ownership, enjoyment, use and occupancy of said lots, and each of them, described as follows:

ALL OF THE LOTS IN BLOCKS ONE (1) TO EIGHT (8), INCLUSIVE; AND ALSO LOTS ELEVEN (11) TO SIXTEEN (16), INCLUSIVE, IN BLOCK NINE (9); AND ALSO LOTS FIVE (5) TO SIXTEEN (16), INCLUSIVE, IN BLOCK TEN (10); ALL OF SAID LOTS AND BLOCKS BEING SITUATE IN OAK PARK, AN ADDITION TO THE CITY OF RALSTON, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

**FIRST:** These covenants initially shall be and remain in effect until January 1st, 1963, but thereafter shall automatically become renewed or extended for successive periods of ten (10) years each; except as the same may from time to time be changed, modified, amplified, rescinded, superseded or terminated through written agreement executed by the then owners of a majority of all of the aforesaid lots; provided, however, the maximum aggregate period of time these covenants shall remain in effect in no event shall exceed the maximum period allowable therefor by law.

**SECOND:** Each lot shall be used solely for residential purposes, or for religious or educational purposes, or both. On a lot used solely for residential purposes there shall exist no building whatsoever, other than one detached single-family dwelling not exceeding two stories in height, together with an attached or detached garage or car-port for not more than two cars. Each dwelling shall front upon a street upon which such lot abuts, and shall be constructed of solid, substantial and permanent construction of such form, design and materials as will be in harmony with the neighborhood and will not detract from the value or usefulness of any other property in the neighborhood, and shall in any event conform to the following minimum requirements, to-wit:

- a) The minimum area of any lot or tract upon which any dwelling shall be placed shall be 7,200 square feet, and such lot or tract shall have a width of at least fifty feet at the front building set-back line hereinafter provided for.
- b) Except as hereinafter provided for, no dwelling shall be nearer to the front lot line than 35 feet, or nearer to any interior side lot line than 5 feet, or nearer to any side lot line abutting upon a street than 12 feet, or nearer to the rear lot line than 25 feet. As to any lot abutting upon more than one street either one of the lot lines thus abutting upon a street may be considered to be the front lot line and the other such street line then shall be considered to be a side street line, irrespective of the direction in which the actual front of the dwelling faces. As to Lots 8, 9, 10 and 11, in Block 1, and also Lots 6, 7, 8 and 9, in Block 2, all of which abut upon cul-de-sacs, a dwelling may be placed not nearer than 15 feet to the closest point of the street line upon which such lot abuts, instead of 35 feet as hereinbefore provided for. A detached garage, if located not less than 60 feet from the front lot line, may be placed not less than 3 feet from the interior or rear lot lines, or not less than 12 feet from the side street lot line in case of a lot abutting upon more than one street, as aforementioned. An attached garage, car-port or breezeway shall be considered to be a part of the dwelling itself, in applying the aforesaid set-back requirements, but eaves, steps and open porches thus shall not be considered as part of the dwelling, except that in no event shall any encroachment exist upon any abutting lot, tract or street.
- c) The minimum floor space of any such dwelling located on any lot or tract in Block 1 shall be 1,000 square feet, of which a minimum of 720 square feet shall exist on the ground, or main, floor of any dwelling exceeding one story in height.
- d) The minimum floor space of any such dwelling located on any of the above described lots or tracts, other than those in Block 1, shall be 850 square feet, of which a minimum of 720 square feet shall exist on the ground, or main, floor of any dwelling exceeding one story in height.
- e) The plot plan, showing the contemplated location of any building to be placed upon any lot or tract hereinbefore described, and also the building plans themselves, shall be presented for inspection by said corporation, or its successors or assigns, or duly authorized representatives thereof, and no such building shall be there placed thereon unless and until written approval of such plot plan and building plans is procured.

**THIRD:** Before any dwelling or other building upon any lot or tract may be occupied or used a public sidewalk, at least 4 feet wide and 4 inches thick, shall be constructed of concrete for the full width of such lot or tract at its front street line, and also for the full length of such lot or tract at its side street line if same is abutting upon more than one street, such sidewalk to be located not nearer than 7 feet to the abutting nearest street curb.

**FOURTH:** Each dwelling shall have mechanical equipment or incinerator adequate for the complete disposal of the garbage produced therein. Each dwelling shall have, either attached thereto or detached, a garage or car-port adequate for either one or two cars; provided, however, that any dwelling located upon any of the following described lots may, in lieu of such garage or car-port, have off-street parking facilities adequate for two cars, to-wit: Lots 1 to 8, inclusive, in Block 7; all lots in Block 8; Lots 11 to 16, inclusive, in Block 9; and Lots 6 to 16, inclusive, in Block 10.

**FIFTH:** Any structure upon any lot herein described shall have its exterior fully completed within nine (9) months after the construction of its basement or foundation is commenced. Unless and until the written approval thereof is procured from this corporation, or its successors or assigns, or the duly authorized representatives thereof, no change in the now existing surface grade of any lot shall be made, nor shall any dwelling constructed outside of said addition of Oak Park be placed upon any lot herein described, nor shall any fence be erected upon any portion of any such lot lying between a street line and the wall of any dwelling, or building used for religious or educational purposes, facing such street line.

**SIXTH:** No structure of a temporary nature, nor any basement, trailer, tent, shack, barn, garage, or uncompleted dwelling or building of any kind shall ever be used for residence purposes, either permanently or temporarily. No offensive, noxious or illegal trade, occupation or activity ever shall be carried on or permitted, nor shall any other thing ever be done or permitted which might be or become a nuisance or annoyance or detriment to the neighborhood, upon any lot herein described. No garden or field crop ever shall be grown in any portion of a lot lying between a street line and the wall of any dwelling, or building used for religious or educational purposes, facing such street line, other than flowers, trees, shrubs, hedges, or other ornamental plants or vegetation which in no event shall be permitted to grow in such manner as to obstruct the view at any street corner, or so as to constitute a hazard to traffic, either vehicular or pedestrian. No animals, livestock or poultry of any kind ever shall be bred, raised or kept upon any lot herein described, other than dogs, cats or other household pets in reasonable numbers not kept for breeding or commercial purposes and so kept as not to be or become a nuisance, annoyance or detriment to the neighborhood. Each lot, together with all the improvements thereon, shall at all times be kept and maintained in a neat and good condition and state of repair.

**SEVENTH:** Easements for the installation, construction, renewal, extension, repair, maintenance and operation of sewer, water, gas, telephone and electric power lines, and equipment or appurtenances reasonably necessary therefor, hereby are created and reserved in perpetuity over, upon, along and under the rear and side Five (5) feet of each lot herein described, except that in the case of the following described nine lots such easements at the South lot lines thereof shall extend over the South Seven and One-Half (7½) feet thereof, to-wit: Lots 1 to 8, inclusive, in Block 4, and Lot 3, in Block 5. Such easements over the said South 7½ feet of said nine lots already exist, by virtue of reservation thereof contained in the ordinance of the City of Ralston, Nebraska, vacating the alley, the North 7½ feet of which now comprises said South 7½ feet of said nine lots. An easement for the construction, installation, renewal, extension, repair, maintenance and operation of a storm sewer of 36-inch diameter hereby is created and reserved in the North Five (5) feet of Lots 15 and 16, in Block 9, and of Lots 9 to 12, inclusive, in Block 10.

**EIGHTH:** Each covenant herein contained is, and always shall be, considered to be wholly independent and severable from each other covenant herein, and the invalidation, rescission, change, modification, amplification or termination of any one or more covenants, whether effected through voluntary action of the owners of a majority of the lots herein described, or through decree, judgment or order of a court of competent jurisdiction, in no event shall affect the validity, force or effect of any of the remaining covenants, or any part or parts thereof, all of which shall nevertheless remain and be in full force and effect.

Wherever the written approval of this corporation, or its successors or assigns, or duly authorized representatives thereof, hereinbefore is required, either express approval or disapproval of the proposed action for which such approval is requested shall be given in writing within thirty (30) days after such request is received by a person authorized to give such approval, otherwise such proposed action shall be deemed to have been approved in compliance with this instrument.

These covenants shall run with the land and be binding upon and inure to the benefit of not only this corporation, but also its successors and assigns, including every person who hereafter acquires any right, title, lien, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described which hereafter become subjected to similar covenants. Any person for whose benefit these covenants thus exist shall have full right, in his or her own name, to maintain equitable action, either at law or in equity, for the enforcement of these covenants or for collection of the damages resulting from the breach thereof; but such action always shall be wholly optional to such person, and in no event shall be deemed obligatory upon this corporation, its successors or assigns, or other person.

IN WITNESS WHEREOF, Oak Park Development Co., a corporation, caused this instrument to be executed in its name and behalf by its President and Secretary, and to have its official corporate seal hereunto affixed, all done pursuant to the express authorization thereof of its board of directors at Omaha, Nebraska, on this Fourteenth day of February, 1958.



OAK PARK DEVELOPMENT CO. (a corporation),

By Grant L. Miller President.  
GRANT L. MILLER

Attest: Edmund R. Sturek Secretary.  
EDMUND R. STUREK

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this Fourteenth day of February, 1958, before me, a Notary Public in and for said county, therein personally appeared GRANT L. MILLER and EDMUND R. STUREK, who are to me personally known to be the President and Secretary, respectively, of OAK PARK DEVELOPMENT CO. (a corporation organized and existing under the laws of Nebraska, having its principal office and place of business in Douglas County, Nebraska,) and they, jointly and severally, acknowledged the execution of the foregoing Declaration of Protective Covenants to be their voluntary act and deed, as such officers, and the voluntary act and deed of said corporation, and that the corporation's official seal was thereunto duly affixed by them, all done in pursuance of express authorization of its board of directors for the purposes therein expressed.

WITNESS my hand and Notarial Seal in said county on the date last aforementioned.

Walter C. Bellinger  
Notary Public.

My commission expires July 22, 1960

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RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA, ON February 17, 1958 AT 4:21 P.M.