

DECLARATION OF PROTECTIVE COVENANTS

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

LOTS ONE (1) TO TEN (10), BOTH INCLUSIVE, IN BLOCK NINE (9); and  
 LOTS ONE (1) TO FOUR (4), BOTH INCLUSIVE, AND LOTS SEVENTEEN (17)  
 TO TWENTY (20), BOTH 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 from this date until January 1st, 1933; but the same thereafter shall become and be automatically 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successive periods of ten (10) years each, except as the same may from time to time be changed, modified, amplified, rescinded, superseded or terminated, either in whole or in part, through recorded written agreement of the then owners of at least a majority of all of the aforesaid lots; provided, however, that the maximum aggregate period of time during which said covenants thus shall remain in effect in no event shall exceed the maximum aggregate period of time allowable therefor by law, at the expiration of which maximum legal period said covenants shall completely terminate.

SECOND: Each of said lots shall be used solely for residential, religious or educational purposes, or any combination of such uses. On any lot used solely for residential purposes there never shall exist any building or structure whatsoever other than one detached single-family dwelling, not exceeding two stories in height, with either an attached or a detached garage or car-port hereinafter described. Each such dwelling shall have a garage, either attached or detached, or car-port adequate for not more than two cars, or in lieu thereof may have off-street parking facilities adequate for two cars located not less than 35 feet from the front street line upon which the dwelling fronts, and also shall have mechanical equipment or incinerator adequate for the complete disposal of the garbage produced therein. Each dwelling shall front upon a street upon which the lots abuts, and shall be of solid, substantial and permanent construction, of arch form, design and materials as will be in harmony with the neighborhood as a whole, and will not detract from the value, usefulness or desirability of any other property in said neighborhood, and shall conform to the following minimum requirements, to-wit:

- a) The minimum area of any lot or tract upon which any dwelling is placed shall be 7,200 square feet, and such lot or parcel shall have a width of at least 50 feet at the front building set-back line hereinafter provided for.
- b) Except as hereinafter provided for, no dwelling shall be placed 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 side street than 12 feet, or nearer to the rear lot line than 25 feet. As to any lot which abuts upon more than one street, either of the lot lines abutting upon a street may be considered to be the front lot line, and thereupon the other such street line shall be considered to be a side street line, irrespective of the direction in which the actual front of such dwelling faces. A detached garage, if located not less than 30 feet from the front lot line, may be placed not less than 3 feet from any interior or rear lot line, or not less than 12 feet from any side street line of a lot abutting upon more than one street as aforesaid. An attached garage, car-port or breezeway shall be considered to be part of the dwelling itself in applying the foregoing set-back requirements; but eaves, steps and open porches shall not thus be considered to be part of the dwelling for said purposes; provided, however, that in no event shall any encroachment exist upon any abutting lot, tract or street.
- c) The minimum floor space of any such dwelling shall be 350 square feet, of which at least 720 square feet shall exist on the ground, or main, floor of any dwelling, exceeding one story in height.
- d) The plot plan, showing the location of any proposed building, and also the building plans and specifications themselves therefor, shall be presented for inspection and approval by said corporation, or its successors or assigns, or duly authorized representatives thereof, and in no event shall construction of any such building be commenced unless and until such approval, in writing, is procured. Each such building thereupon shall be placed and constructed strictly in accordance with such plot plan, plans and specifications.
- e) No fence shall ever be erected on any lot or tract between any street line upon which the same abuts and any wall of any building facing such street line.
- f) Each dwelling, before it becomes occupied or used, shall have completely installed a public sidewalk, at least 4 feet wide and 4 inches thick, and not nearer than 3 feet to the nearest abutting street curb, constructed of concrete, for the full width of the lot or tract at its front street line, and also for the full length or depth of the lot or tract at its side street line if the lot or tract abuts upon two streets.

SECOND PAGE OF DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 10, IN BLOCK 9, AND LOTS 1 THROUGH 4 AND LOTS 17 THROUGH 20, IN BLOCK 10, IN OAK PARK.

THIRD: Any structure or building commenced upon any lot or tract hereinbefore shall be promptly constructed, and in any event shall have its exterior walls completed within 9 months after commencement of its construction. Unless and until approval thereof is procured from said corporation, or its successors or assigns, or duly authorized representatives thereof, no change whatsoever in the general character or grade of any lot or tract shall ever be made, nor shall any building or structure constructed outside of said addition of Oak Park ever be placed thereon.

FOURTH: No structure of a temporary nature, nor any basement, trailer, tent, shack, barn, garage, or uncompleted dwelling, building or structure of any kind, ever shall be used for residence purposes, either permanently or temporarily. No offensive business 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 as a whole, upon any lot or tract hereinbefore. No garden or field crop ever shall be grown in any portion of a lot or tract lying between any street line and wall of any building facing upon 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 of any street corner or to constitute a hazard to traffic, either pedestrian or vehicular. No animals, livestock or poultry of any kind ever shall be bred, raised or kept upon any lot or tract hereinbefore, other than dogs, cats or other household pets in reasonable numbers not kept for breeding or commercial purposes and so long as not to be or become a nuisance or annoyance or detriment to the neighborhood. Each lot or tract, including all improvements placed thereon, shall at all times be kept and maintained in a neat and good condition and state of repair.

FIFTH: Easements for the installation, construction, erection, extension, renewal, repair, maintenance and operation of sewer, water, gas, telephone and electric lines, including the equipment or appurtenances reasonably necessary therefor, hereby are created and reserved in perpetuity over, along, upon and under the rear and side 5 feet of each lot, in favor of the several public utilities now or hereafter operating such services or utilities.

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

These covenants shall run with the land and be binding upon and have to the benefit of not only this corporation but also its successors and assigns and including each and every person who acquires from said corporation, or from its successors or assigns, any right, title, lien, estate or interest in, to or upon any lot or tract hereinbefore described and also each and every other lot or tract in said addition and described hereinbefore but which heretofore have become subjected to similar covenants.

Any person for whose benefit these covenants thus exist shall have full power, authority and right, in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants or for the collection of damages resulting from the violation of said covenants; but such action shall be optional as to such person, and in no event ever shall be deemed to be obligatory upon either this corporation, or upon its successors or assigns, or other person whatsoever.

Wherever the written approval of this corporation, or of its successors or assigns or representatives thereof, hereinbefore is required, without express approval or disapproval of the proposed action for which approval thus is required shall be given in writing within 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 these covenants.

IN WITNESS WHEREOF the undersigned duly elected, qualified and acting President and Secretary of Oak Park Development Co., a corporation in the State of Nebraska, have unto subscribe their names and affix the corporate seal of said corporation at Omaha, Nebraska, on this First day of November, 1933.



OAK PARK DEVELOPMENT CO. a corporation  
By: [Signature]  
ATTEST: [Signature]

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THIRD PAGE OF DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 10, IN BLOCK 9,  
AND LOTS 1 THROUGH 4 AND LOTS 17 THROUGH 20, IN BLOCK 10, IN Q&A TRACT.

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )



On this First day of November, 1958, before me, a Notary Public in and for said county, therein personally appeared GRANT L. HILKER and SIDNEY R. STUMBA, who are to me known to be the duly elected, qualified and acting President and Secretary, respectively, of G&A PARK DEVELOPMENT CO. (a corporation as described in the foregoing instrument), and they, jointly and severally, acknowledged the execution of said instrument to be their voluntary act and deed as such officers, and also, to be the voluntary act and deed of said corporation for the purposes therein expressed.

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

Nellie E. Borge  
Notary Public

My commission expires March 8, 1964

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RECORDED IN REGISTERED INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
11. 13, 1958 159-4-25P 10 95  
THOMAS L. O'CONNOR, REGISTER OF DEEDS