

Oak Park

T-

TA-4367 Lot 13 Blk 1
- 7010 Lot 6 Blk 1
TA-16602 Part L8 C9 B3
TA-23329 L1, B2
TA-25667 Lot 4, Blk 9
TA 29959 L4, Blk 9
TA-30694 L4 5, Blk 7
TA 39548 Lot 3 Blk 9
TA 40562 L6 Blk 7
TA 41110 L6 Blk 7
TA 49961 L8 B 2

Check your
lot for easement
in Cov.

Oak Park is now an Addition to the
City of Ralston

2-14-12

X 314-663 = 10-9-52 Ord #382 providing sale of E 405 W 800 S 407 N 443 283

1057-581 = 5-12-56 Wd Caldwell Creek

- 1032-260 = 17-2-58 Part Oak Park

(12) - 220-583 = 30-4-58 Payable Ord #388

X 330-581 = 30-4-58 Ord # 397 adjoining Plat of Oak Park
place existing Plat of plat of land
Rd in Relation Area

(12) - 331-475 = 3-6-58 Ord of 79th are from Lakeview St & line to 985th St of 2000

X 332-49 = 18-6-58 effect in re Ord 644-657 & 602-690 = re TRS

- 1060-733 = 24-4-54 Wd Cheshnell

~~1102-686 = 10-11-60 Ord St Gerald~~ 405 x 410 S of 9th St

X 360-65 = 10-11-60 effect in re Sale of prop 405 x 415 6th St Gerald Ch

~~367-178 = 23-6-61 Road in re farm near 84th St~~

~~407-280 = 16-1-64 R/A~~

X 433-15 = 6-1-66 Ord 23122 Ext City Limits

~~439-601 = 25-7-66 Ord #528 location of Seymour St on E by 8th W by 8th~~

? 1389-153 = 28-7-69 Ord Comsted Street 2nd St together w/ 5th St along 12th St

~~548-285 = 4-3-75 Ord & Ord E 17' W 50' S 516.767 549.767 W~~

~~548-287 = 4-3-75 " " S 17 750 E 903.30 W 953.30 NW 4~~

~~593-556 = 17-2-78 8th & Blk 11 Oak Park~~

~~615-583 = 11-6-79 Ord #682 along 8th St~~

~~820-528 = 13-9-79 Ord #28870 Ext City Limits~~

~~1710-672 9-8-83 Wd Amherston 8th~~

~~700-425 = 18-11-83 8th~~

702-737 = 4-1-84 Assgt 150/37 145 149 149 149
560 556 282

860-715 = 2-9-88 Rel 149-560

10-24-88 gae

SE SW* 2-14-12

27-100 = 1-6-09 Va.

X 332-16 = 1-6-09 W D Keaton Jun Co ^{Henry W yells for 8 Dec}
^{millstone 2 1/2 2 1/2 Dec 2}
^{Stop alley to be dead on to re-entrance}

X 337-652 = 14-6-10 W D Relata Jun Co

X 352-92 = 17-7-11 W D Seymour Lake Country Club

~~373-462 = 13-4-14 W D Lakeside Co 2 1/2 2 1/2 2 1/2 E~~

~~405-52 = 3-8-16 W D Lee 2 1/2 2 1/2 2 1/2~~

~~405-58 = 4-8-16 W D The First 2 1/2 2 1/2 2 1/2~~

~~405-97 = 2-2-9-16 W D Terer 2 1/2 2 1/2 2 1/2~~

X 405-363 = 17-4-17 W D Williston ^{750 8150 W 257.75}
^{adj 80' st on E}

X 405-364 = 17-4-17 W D Weymuller ^{8100 W 257.75 adj 80' st on E}

X 405-365 = 17-4-17 W D F. Tolson ^{9150 8200 W 257.75}
^{adj 80' st on E}

~~423-403 = 25-7-18 W D Terer 2 1/2 2 1/2 2 1/2~~

~~445-238 = 12-8-20 W D Lakoma Country Club E of 99 W D~~

X 457-357 = 31-8-21 W D Deed Homewood ^{50 x 257.75 Com 1517.25}
^{1069.4 24 74 50 SW 1/4}
^{SW 1/4 x Blk 1 Lakoma Hpts}

~~488-3 = 3-11-23 W D Daniels Blk 1 Lakoma Hpts~~

~~488-611 = 9-4-24 W D U.S. Surber~~ ^{W 1/2 of 77th St along Nat 1}
^{to Trinch 30}

X 354-574 = 21-4-24 Plat Lakoma Hpts Blk 1 Lakoma Hpts

~~498-411 = 1-12-24 W D U.S. Surber Blk 1 Lakoma Hpts~~

X 521-22 = 9-2-25 Plat Lakoma Hpts Blks 2-15

~~518-448 = 18-3-25 Deed Welcome 7875 81075 JR K~~

~~524-273 = 14-4-25 W D Buckley SL 3 T L 4~~

~~525-448 = 14-4-25 W D Stedinger 750 8150 x 257.75 adj 80' st on E~~

~~529-377 = 23-2-26 W D Perkins E of us~~

~~529-678 = 10-4-26 W D Lakewood " "~~

~~545-437 = 22-12-26 W D Buckley SL 4 T L 4~~

~~545-438 = 2-2-12-26 W D " SL 2 T L 4~~

~~558-201 = 14-5-28 W D Homewood SL 1 T L 4~~

~~563-402 = 3-7-28 W D Fitzgerald 750 8150 adj 80' st on E~~

~~556-318 = 4-4-29 W D Bowen on 8~~

~~571-423 = 18-6-29 W D Stewart SL 1 T L 4~~

~~564-442 = 15-7-29 W D Conner SL 1 T L 4~~

574-697 = 13-9-29 W D Bowen 750 8200 x 257.75
adj 80' st on E

2019 in pt Dec 20-14 72

X 88-467 = 29-11-29 ~~affat in W Seymour Park~~

~~583-215 = 14-7-380 Kuebler SLIT L4~~

~~581-92 = 30-6-31 and Ritz Parcel 44 1/2 x 257.75 by 824 TLU~~

~~598-19 = 13-7-31 WD Guntel SLIT L4~~

~~597-479 = 26-10-31 and Guntel SLIT L4~~

X ~~609-387 = 7-10-324~~ ^{Stress} ~~Del Bryne John J 2H3~~

X 602-690-23-10-3400 Williamson ^(John Bryne) Ches (John Bryne) T L3
40 AR

X 644-657 = 23-3-37900 Lakewood CC^t Sit 3 40AR

~~645-368 = 12-8-37 WD Bend NE 85~~

X 668-109 = 11-2-3960 Ritz 44 1/2 x 257.75 - adj 884 T L4 and

X 740-607 = 25-9-44 WD Ralston, Valley of ^(Lakewood CC) Lot 3 10

~~790-497 = 29-8-46 SHD McDonald, J.B. \$1000 ft x 257.75
8 of 80W~~

X 796-555 = 21-11-46000 Ralston, Valley of ^(Lakewood CC) Sit 3

~~796-507 = 22-11-46000 " NESE; NSE~~

~~801-275 = 11-2-47 SHD McDonald, J.B. Sit 2-3 x 4 TL4~~

~~801-278 = 11-2-47000 Duke Realty " " "~~

~~835-27 = 24-5-48 SHD Chickinell 9150 8250 x 257.75 - adj
2 on E~~

~~847-207 = 11-12-48 SHD Duke Realty Co Sit 1 T L4.~~

~~866-544 = 25-8-49 and Chickinell \$100 ft 2H x 8 1/2 SW 4~~

~~886-357 = 20-9-50 and Stephens NESE~~

~~883-49 = 18-10-50 WD Rytch NW 4~~

~~883-48 = 18-10-50 and " NW 4~~

~~937-73 = 13-11-53 000 + Ord Zimmerman SE 4~~

~~939-471 = 14-1-54000 Bowen 9150 8200 x 257.75 adj 80E Sit
on E~~

~~941-5-9 = 22-2-54 WD Chickinell 9100 8900 2H x 257.75~~

X 286-483 = 29-2-54 Ord <sup>#343 Voc alley, adj Blks 15-19-29 x 30
on the N corner from 76 to 514 50' x 81' 1/2' and
in N of Blk 1 Lakewood 1/2 3/4 x 257.75</sup>

X 287-607 = 12-5-54 000 Bowen <sup>East of 600 Bowen 9150 8200
JAN SE SW
a 9150 8150 2H</sup>

~~948-9 = 23-6-54000 OPRQ NE 4~~

~~948-7 = 23-6-54000 " " NE 4.~~

~~964-161 = 3-3-55000 Chickinell 9250 8200 TL4~~

~~964-163 = 3-3-55000 " 9150 8H4~~

~~971-585 = 13-7-55000 Zander ^{Indep} 800 2H4~~

~~1000-491 = 13-8-56000 Chickinell 9250 8200 2H4~~

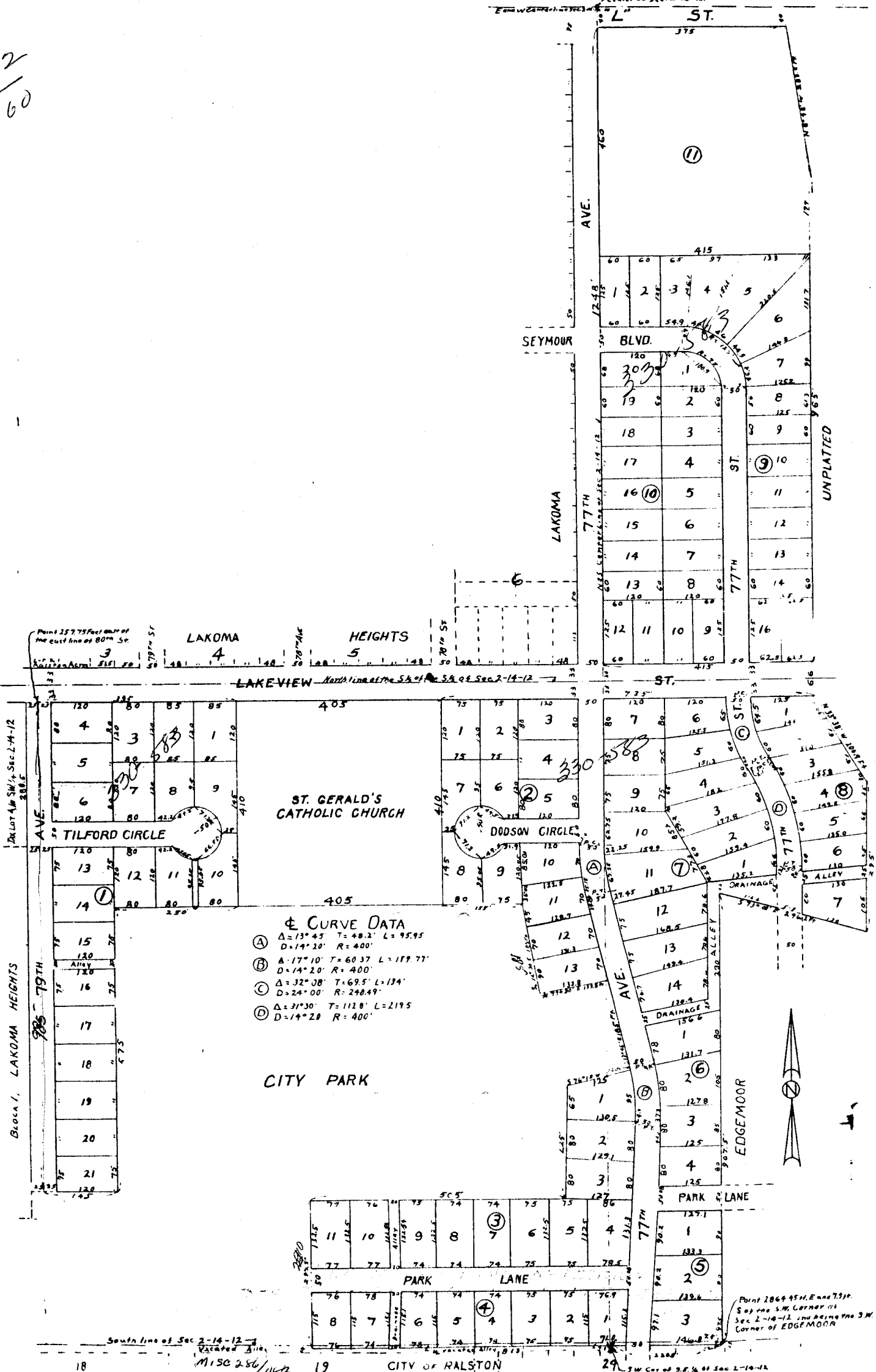
~~313-255 = 24-8-56000 SH 1-2-3 x 4 SH4~~

~~313-250 = 24-8-56000 affat " " " "~~

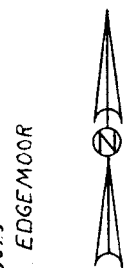
~~1003-19 = 17-9-56000 and in Lakewood Church SH 1-2-3 x 4
TL4~~

PLAT OF OAK PARK, AN ADDITION
TO THE CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA.
 Scale: 1"=100' Stephens & Associates Jan. 31, 1950

1032
 260



- ☉ CURVE DATA**
- Ⓐ Δ=13°45' T=48.2' L=95.95'
 D=14°20' R=400'
 - Ⓑ Δ=17°10' T=60.37' L=117.71'
 D=14°20' R=400'
 - Ⓒ Δ=32°08' T=69.5' L=134'
 D=24°00' R=240.49'
 - Ⓓ Δ=31°30' T=112.8' L=219.5'
 D=14°20' R=400'



Point 2064.95 N.E. and 731 ft.
 See the S.W. Corner of
 Sec. 2-14-12 and being the S.W.
 Corner of EDGEMOOR

WHEREAS, it is deemed to be for the best interest of this corporation and also to be for the best interests of the public generally to have a street to be known as 79th Avenue, or by such other name as competent authority may prescribe therefor, having a right-of-way fifty feet wide, with its center line parallel to, and 257.75 Feet distant East of, the East line of existing 80th Street and to run South from the South line of existing Lakeview Street a distance of 985 Feet to a point 985 Feet South of said South line of Lakeview Street, all in the City of Ralston, in Douglas County, Nebraska;

AND WHEREAS, Oak Park Development Co. (a Nebraska corporation), through its plat and dedication of Oak Park, an addition to the City of Ralston, dated February 4, 1958, dedicated to the public for public use the entire East 25 Feet of such proposed 79th Avenue, as shown by its said plat of said addition; and prior thereto the then owner of the South 696.5 Feet of the West 25 Feet of such proposed 79th Avenue similarly dedicated the parcel of land last aforementioned through the plat and dedication of Block One, in Lakoma Heights, an addition to said City of Ralston;

AND WHEREAS, the North 288.5 Feet of the West 25 Feet of such proposed 79th Avenue, being all of that portion of such street not previously dedicated as aforementioned, now is owned solely and fully by Messiah Evangelical Lutheran Church of Ralston, Nebraska (a corporation organized and existing as a religious corporation of the "third class" under and by virtue of the laws of the State of Nebraska, having its principal office and place of business in Douglas County, Nebraska) and similar dedication for street purposes of said parcel last aforementioned is necessary for the complete dedication and establishment of such proposed 79th Avenue;

NOW, THEREFORE, in consideration of the premises aforesaid and in consideration further of the approval, acceptance and confirmation of this dedication by the City of Ralston, Nebraska, said MESSIAH EVANGELICAL LUTHERAN CHURCH OF RALSTON, NEBRASKA, a corporation, does hereby forever dedicate to the public, for public use, as a street which is to be known either as 79th Avenue or by some other suitable name prescribed therefor by competent authority, in conjunction with the portions of such street heretofore already dedicated as aforementioned, all of the following described parcel of land now owned by this corporation, to-wit:

THE EAST TWENTY-FIVE (25) FEET OF SUB-LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) OF TAX LOT FOUR (4), AND ALSO THE EAST TWENTY-FIVE (25) FEET OF THE SOUTH FORTY-FOUR AND FIVE-TWELFTHS (44-5/12) FEET OF THE NORTH THREE HUNDRED TWENTY-ONE AND SIX-TWELFTHS (321-6/12) FEET OF SAID TAX LOT FOUR (4), ALL IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION TWO (2), IN TOWNSHIP FOURTEEN (14) NORTH, IN RANGE TWELVE (12) EAST OF THE SIXTH P. M., IN THE CITY OF RALSTON, IN DOUGLAS COUNTY, NEBRASKA.

all of the aforesaid parcel of land hereby dedicated also being described as the East Twenty-Five (25) Feet of the South Two Hundred Eighty-Eight and Five-Tenths (288.5) Feet of the North Three Hundred Twenty-One and Five-Tenths (321.5) Feet of the aforesaid Tax Lot Four (4); and being the West Twenty-Five (25) Feet of the North Two Hundred Eighty-Eight and Five-Tenths (288.5) Feet of said proposed 79th Avenue.

IN WITNESS WHEREOF, said Messiah Evangelical Lutheran Church of Ralston, Nebraska, a corporation, causes this instrument to be executed in its behalf by the undersigned President thereof (he being the duly elected, acting Pastor thereof, and as such ex-officio its President,) and its undersigned Secretary thereof and to have its official corporate seal hereunto affixed, all done pursuant to the express authorization of its Church Council in the City of Ralston, Nebraska, on this Eighth day of February, 1958.

MESSIAH EVANGELICAL LUTHERAN
CHURCH OF RALSTON, NEBRASKA,
(a corporation)
By N. J. Riggs, President
ATTEST: Harold Becker, Secretary



STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this Eighth day of February, 1958, before me, a Notary Public in and for said county, therein personally appeared H. G. RITZEN, who is to me personally known to be the duly elected, qualified and acting Pastor, and as such being also the President ex-officio, of MESSIAH EVANGELICAL LUTHERAN CHURCH OF RALSTON, NEBRASKA (a religious corporation of the "third class" existing under and by virtue of the laws of Nebraska, having its principal office and place of business located in Douglas County, Nebraska,) and also therein personally appeared HUGO H. BECKER, who is to me personally known to be the duly elected, qualified and acting Secretary of said corporation; and they, jointly and severally, acknowledged the foregoing instrument to be their voluntary act and deed, as such officers, and to be the voluntary act and deed of said corporation, for the purposes therein mentioned. WITNESS my hand and Notarial Seal in said County on the date last aforementioned.

My commission expires April 17, 1962.



Joan H. Jensen
Notary Public

9. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
3 DAY June 1958 AT 2:31 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

3 25

LAKOMA HEIGHTS.

12.

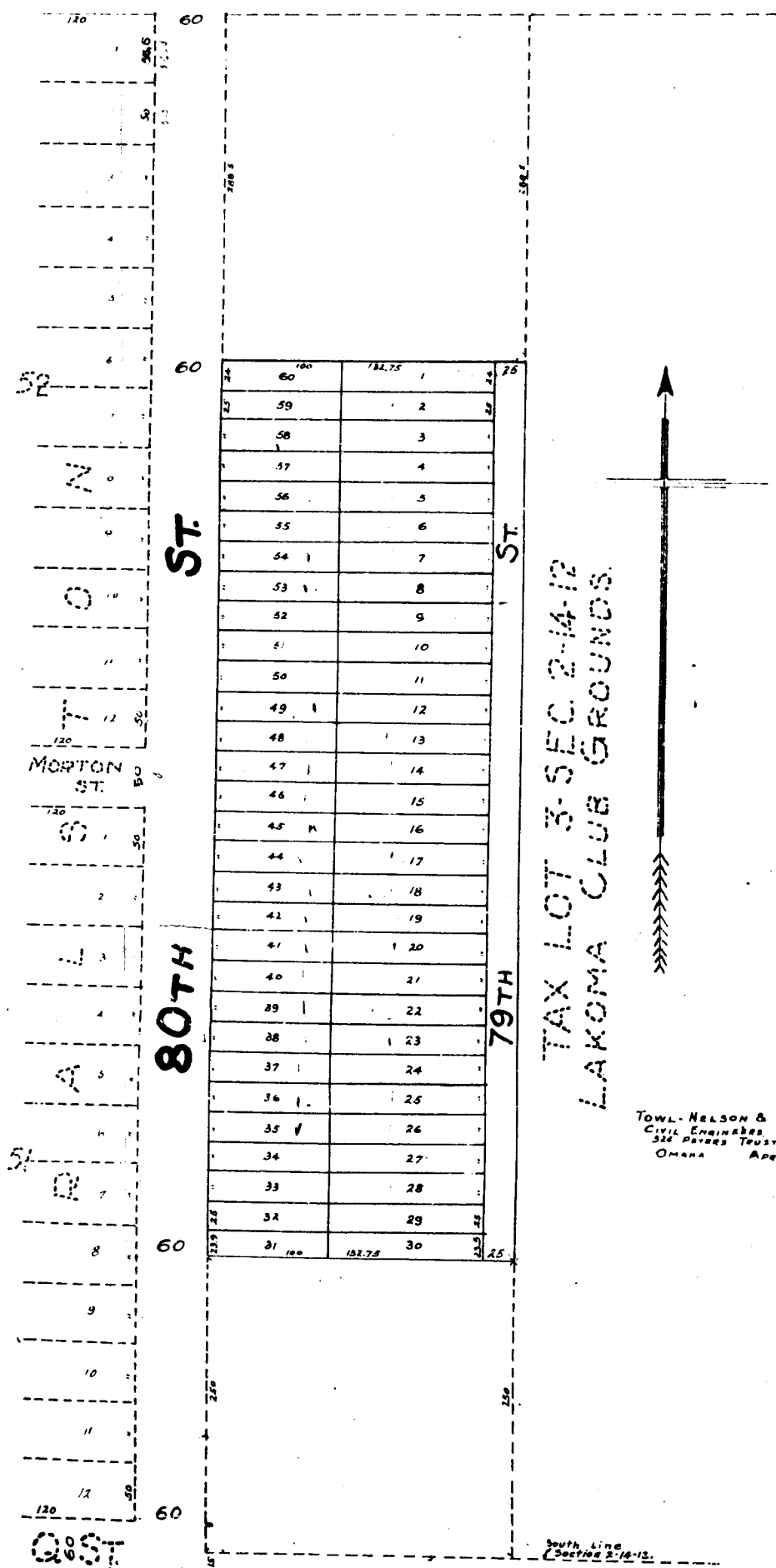
AN ADDITION TO THE VILLAGE OF RALSTON NEBR.

Scale: 100 Feet To 1 Inch.

RALSTON

ACRES.

LAKEVIEW ST.



TAX LOT 3-SEC. 2-14-12
LAKOMA CLUB GROUNDS.

TOWL, NELSON & SCHWARTZ,
CIVIL ENGINEERS,
324 PETERS TRUST BLDG.,
OMAHA APRIL 1924.

RALSTON

Omaha, Nebraska, April, 10th A.D. 1924.
 We hereby certify that we have surveyed and staked, Block (1) One and the Lots and Street of
 "LAKOMA HEIGHTS" an addition to the Village of Ralston, Nebraska, and that the same is
 a tract of land in the South one half of the Southwest quarter of Section 2, Township
 14 North, Range 12 East of the 6th P.M. in Douglas County, Nebr., to-wit: Beginning at a point
 157.75 feet East and 321.5 feet south of the Northwest corner of the southwest quarter of
 the southwest quarter of said Section 2, said point being on the west line of Tax Lot 3,
 Saa. 2-14-12; thence South 747.5 feet along the west line of said Tax Lot 3 to a point
 250 feet North of the south line of said Section 2, thence west 257.75 feet, more or less,
 to the East line of 80th Street, Ralston; thence North along the East line of said 80th
 Street Ralston, 747.9 feet; thence East 257.75 feet, more or less, to the place of beginning

Towl, Nelson & Schwartz
 By Harry A. Nelson Surveyor.
 Know all men by these presents, that the U.S. Suburban Home Developers, Incorporated,
 owner and proprietor of the property described above in the Surveyor's Certificate, here-
 by certifies that it has caused said tract of land to be subdivided and platted into
 lots, block and street, and numbered and indicated as they appear on the plat hereon,
 said subdivision and addition to be hereafter known as "LAKOMA HEIGHTS" an addition
 to the Village of Ralston, Nebraska, and said plat and subdivision is made with its free
 consent and in accordance with its desire, and it hereby dedicates the Street as shown
 hereon, to the public for their use as such.
 In witness whereof, we have signed these presents this 10th day of April AD. 1924.

Witnesses:
 Isidor Ziegler
 Frank J. Bartos



U. S. Suburban Home Developers, Inc.
 J.G. Cowl, President.
 Harry H. Cowl, Secretary.

State of Nebraska }
 County of Douglas } ss

On this 18 day of April A.D. 1924, before me, a Notary Public, in and for said County
 and State, personally appeared J. G. Cowl, President, and Harry H. Cowl, Secretary,
 of the U. S. Suburban Home Developers, Incorporated, who are personally known to me to be
 the identical persons whose names are affixed to the foregoing instrument as
 President and Secretary of said Corporation and they acknowledged the foregoing
 instrument to be their voluntary act and deed as such Officers, and the volun-
 tary act and deed of the U.S. Suburban Home Developers, Incorporated, by them
 as Officers.

Witness my hand and Notarial Seal the day and date aforesaid.

Isidor Ziegler,
 Notary Public.

My commission expires Sept 12-1925.



This is to certify that I find no regular or special taxes
 due and unpaid upon the tract of land described above
 in the Surveyor's Certificate appearing hereon, as shown
 by the records of this office this 21st day of April A.D. 1924.

Otto J. Bauman
 By Fred J. Ambrust, Deputy
 Treasurer Douglas County, Nebraska.



Approved and accepted by the Mayor and Village
 Board of the Village of Ralston, Nebraska, this 15
 day of April A. D. 1924.

J. T. Harnett,
 Mayor.

Attest: J. T. O. Stewart
 Village Clerk.

STATE OF NEBRASKA }
 DOUGLAS COUNTY } ss.
 Entered on general index and
 filed for record in the Register of Deeds
 office of said County on 21st
 day of Apr. 24, 1924, at 10:30 A.M.
 H. H. ...
 Clerk.

Compared By W. S. P.

Warranty Deed, Vesting Entire Title in Survivor

KNOW ALL MEN BY THESE PRESENTS, That

Eugene C. Chickinell and Mary E. Chickinell, husband and wife.

in consideration of One Dollar (\$1.00) and other valuable consideration - - - - - DOLLARS

in hand paid, do hereby grant, bargain, sell, convey and confirm unto

Eugene C. Chickinell and Mary E. Chickinell, husband and wife

as JOINT TENANTS, and not as tenants in common; the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit: Lots Twenty Nine (29) and Thirty (30), Block One (1) in Lakoma Heights, an addition to the City of Ralston as surveyed, platted, and recorded, together with that part of 79th Avenue adjoining said Lots 29 and 30 Block 1 Lakoma Heights on the East described as follows: Beginning at the Northeast corner of said Lot 29 and running thence South along the East line of said Lots 29 and 30 to the Southeast corner of said Lot 30, thence East 13 feet, thence Northwesterly to the point of beginning; also the East 157.75 feet of the North 50 feet of the South 250 feet of Tax Lot Four (4) being located within the South Half of the Southwest Quarter of Section 2, Township 14 North, Range 12, East of the 6th P. M., Douglas County, Nebraska, except that part of said North 50 feet of the South 250 feet of Tax Lot 4 described as follows: Beginning at the Southeast corner of the North 50 feet of the South 250 feet of said Tax Lot 4, thence North along the East line of Tax Lot 4, 50 feet, thence West 12.75 feet, thence Southwesterly to the point of beginning

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, claims, right of homestead, claim or demand whatsoever of the said grantor S., of, in or to the same, or any part thereof, subject to encumbrances of record

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEE, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever. And the grantor S. named herein for ourselves and our heirs, executors, and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that we are lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that we the said grantor S. have good right and lawful authority to sell the same and that we will and our heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF we have hereto set our hands this 24th day of April A.D. 1959

Eugene C. Chickinell
Mary E. Chickinell

STATE OF NEBRASKA
County of Douglas
On this 24th day of April
A.D. 1959 before me a Notary Public in and for said County, personally came the above named Eugene C. Chickinell and Mary E. Chickinell, husband and wife

known to me to be the identical person S. whose name S. are subscribed to the above instrument as grantor S. and they acknowledged said instrument to be their voluntary act and deed.

My commission expires on the 1st day of May A.D. 1962

Notary Public

Warranty Deed, Vesting Entire Title in Survivor

BOOK 1389 PAGE 153

KNOW ALL MEN BY THESE PRESENTS, That

Karl W. Zander and Clede S. Zander, Husband and Wife,

in consideration of One Dollar (\$1.00) and other valuable consideration DOLLARS
in hand paid, do hereby grant, bargain, sell, convey and confirm unto

Melvin C. Comstock and Phyllis P. Comstock, Husband and Wife,

as **JOINT TENANTS**, and not as tenants in common; the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

The South 100 Feet of Tax Lot 4 in the South One-Half (1/2) of Southwest (1/4) Section 2, Township 14 North, Range 12, East of the 6th P. M., Douglas County, Nebraska, together with the vacated portions of streets, alleys, and avenues adjacent.

NEBRASKA DOCUMENTARY
STAMP TAX
JUL 28 1969
\$2420 BY MF

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantor S, of, in or to the same, or any part thereof; subject to ~~pro-rata~~ share of 1968 state and county taxes, 1969 city taxes, and all other subsequent taxes and assessments.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEE, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as **JOINT TENANTS**, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and WE the grantor S named herein for ourselves and OUR heirs, executors, and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that WE ARE lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that WE the said grantor S have good right and lawful authority to sell the same, and that WE will and OUR heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF We have hereto set our hand S this 25th day of July A. D. 1969

In presence of

[Signature]

Karl W. Zander
Clede S. Zander

STATE OF NEBRASKA,

County of Douglas,

A. D. 1969

ss.

On this 25th day of July

before me, a Notary Public in and for said County, personally came the above named

Karl W. Zander and Clede S. Zander, Husband and Wife,

who ARE personally known to me to be the identical person S whose name S are affixed to the above instrument as grantor S, and WHO acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

[Signature]

Notary Public

My commission expires on the 6 day of Sept A. D. 1973



C E R T I F I C A T E

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

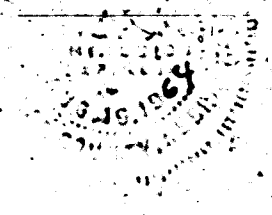
C. L. Adams, being first duly sworn, upon oath, deposes and says that he is duly appointed and Acting Clerk of the City of Ralston, Nebr., and that he was such Clerk on March 10th, 1959 and at all times therefrom up to and including the date of this certificate; that on March 10th 1959, Ordinance No. 413 the full, correct and complete copy of which is attached hereto, was passed and approved by the Mayor and City Council of the City of Ralston, Nebr., that said Ordinance No. 413 was published in the Ralston Recorder on March 12th 1959, that a notice of such sale, a true, correct and complete copy of which said notice is attached hereto, was published in the Ralston Recorder on March 19th 1959, March 26th 1959, and April 2nd 1959; that no remonstrance against the sale provided for in said Ordinance No. 413 signed by legal electors of the City of Ralston, Nebr., equal in number to 10 of the electors of said City voting at the last regular municipal election therein was filed with the governing body of such City within thirty days after the passage and publication of such Ordinance No. 413; that on May 11th 1959, the City of Ralston, Nebr., delivered its warranty deed to the property described in said Ordinance to Eugene C. Chickinell and Mary E. Chickinell and received on that date the purchase price for said lots; that no part of said property was used by the City of Ralston, Nebr., in the operation of public utilities.

C. L. Adams
City Clerk

1959,

Subscribed and sworn to before me this 11th day of May

Clayton H. Shurt
Notary Public



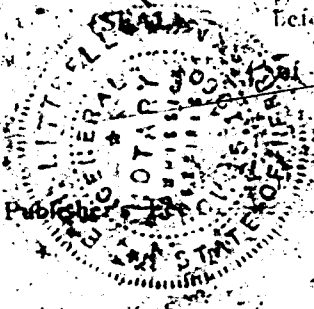
STATE OF NEBRASKA

County of Douglas

George P. Mullis being duly sworn deposes and says that he is the *editor* of The Ralston Recorder, a legal weekly newspaper published in the Village of Ralston, Douglas County, Nebraska, printed in the English language, having a bona fide circulation in Douglas County, Nebraska, in excess of 300 copies for more than 52 weeks last past; that the printed notice attached hereto was published in said Ralston Recorder for 3 consecutive weeks, the first publication being on the 9th day of May, 1957, and the last publication on the 23rd day of May, 1957, and said newspaper was during that time and has since been in general circulation in said County and State, and that said newspaper was printed in whole or in part in the office maintained at place of publication.

George P. Mullis

Subscribed in my presence and sworn to before me this 23 day of May, 1957



[Signature]
 Notary Public

330 PAGE 584

Legal Notices

Notice of Ordinance No. 333

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF RALSTON, NEBRASKA, that the offer received by the City of Ralston, Nebraska, from William W. Dodson for the purchase of the three parcels of real estate hereinafter described, in the manner and upon the terms hereinafter set forth, be and the same hereby is accepted by said city; that the mayor of said city hereby is directed to make, execute and deliver to the grantee or grantees entitled therein, the land contract and the several warranty deeds hereinafter mentioned or described, and the clerk of said city hereby is directed to attest said instruments and to affix the official seal of the city thereto by impression, such land contract and deeds to be thus executed and delivered from time to time upon receipt by the city of the required sums of money provided for in said land contract to be paid for the said parcels of real estate, or parts thereof, thus being conveyed; and that said sale of real estate be effected in the manner and upon the terms hereinafter set forth, to-wit:

Sale of said real estate shall be effected initially through written land contract to be entered into by and between the City of Ralston, Nebraska, as vendor, and William W. Dodson, as purchaser, such contract to be in form customarily used for such instruments, and to be executed on June 24th, 1967. Said real estate is described and bounded as follows, to-wit:

(A) That part of Section Two (2), in Township Fourteen (14) North, in Range Twelve (12) East of the Sixth P. M., in the City of Ralston, in Douglas County, Nebraska, which is more particularly bounded and described as follows, to-wit: Beginning at a point on the south line of Lakeview Street, 1238.50 feet north and 1520.75 feet east of the southwest corner of said Section Two (2), said point being 257.75 feet east of the east line of Eightieth Street; thence running south, on a line 257.75 feet east of and parallel to the said east line of Eightieth Street, 987 feet; thence running east 145 feet; thence running north 375 feet; thence running east 250 feet; thence running north 410 feet to a point on the south line of Lakeview Street, 395 feet east of said point of beginning; and thence running west, along the south line of Lakeview Street, 395 feet to the aforesaid place of beginning.

(B) That part of Section Two (2), in Township Fourteen (14) North, in Range Twelve East of the Sixth P. M., in the City of Ralston, in Douglas County, Nebraska, which is more particularly bounded and described as follows, to-wit: Beginning at a point on the south line of Lakeview Street, 2320.75 feet east of the west line of said Section Two (2), thence running south 410 feet; thence running east 155 feet; thence running south Twelve Degrees and Thirty Minutes east 185 feet; thence running north Seventy-Seven Degrees and Thirty Minutes east 130 feet; thence running south Twelve Degrees and Thirty Minutes east 185 feet; thence running south 225 feet; thence running west 505 feet; thence running south 290 feet; thence running east 815 feet to the southwest corner of Edgemore Addition; thence running north, along the west line of Edgemore Addition, 900 feet; thence running south Seventy-Three Degrees and No Minutes east 265 feet; thence running north

265 feet, thence running north Twenty-Six Degrees and No Minutes west 195 feet to a point on the south line of Lakeview Street, 1238.50 feet north and 1520.75 feet east of the southwest corner of said Section Two (2), said point being 257.75 feet east of the east line of Eightieth Street, and thence running west, along the south line of Lakeview Street, 395 feet to the aforesaid place of beginning.

(C) That part of Section Two (2), in Township Fourteen (14) North, in Range Twelve (12) East of the Sixth P. M., in the City of Ralston, in Douglas County, Nebraska, which is more particularly bounded and described as follows, to-wit: Beginning at a point 2643 feet east and 40 feet south of the northwest corner of the Southwest Quarter (SW 1/4) of said Section Two (2), said point being on the south line of "L" Street and 50 feet east of the east line of Block Six (6) and Seven (7), in Lakoma Heights, an addition to the City of Ralston, as surveyed, platted and recorded, in Douglas County, Nebraska; thence running south along a line 50 feet east of and parallel to said east line of said Block 6 and 7 in Lakoma Heights, 965 feet, more or less, to the north line of Lakeview Street; thence running east, along the north line of Lakeview Street, 415 feet; thence running north, along a line 465 feet east of and parallel to said east line of said Block 6 and 7 in Lakoma Heights, 965 feet, more or less, to the west bank of Papillion creek; thence running, northwesterly in a straight line 312 feet, more or less, to a point on the south line of "L" Street, 375 feet east of said point of beginning; and thence running west, along said south line of "L" Street, 375 feet to the aforesaid place of beginning.

Said land contract shall provide that the total sale price of all of said three parcels of land is the sum of \$80,507.81, of which sum \$7,500.00 shall be paid to the vendor at the time of execution of said contract, the remainder thereof amounting to \$73,007.81 to be paid fully not later than June 24th, 1962. No interest shall accrue upon said unpaid balance of sale price prior to the date last aforementioned. Purchaser, however, may at any time pay parts or all of the unpaid balance of said sale price at his election.

Said parcels of real estate are to be developed by purchaser in accordance with a certain plat prepared by Bud Hill, surveyor, for said parcels "A" and "B" and a certain other plat prepared by Henningson, Durham & Richardson, Inc., engineers, as to said parcel "C". Lots shall be platted generally as shown in said existing tentative plats except lots in Parcel C and those lots in Parcel B which abut upon proposed 77th Street, which lots shall not have a frontage of less than 60 feet. Purchaser shall, without expense to vendor, together with the expenses hereinafter provided for to be paid by vendor) have said parcels graded and install paying and curbing in the streets, and also install therein sewer, water, electricity and gas without expense to vendor, except as aforementioned. Existing standards of said city shall be met.

Upon completion of the grading of said real estate as aforementioned, purchaser shall be entitled to have the said down payment of \$7,500.00 and also any and all other sums paid upon said sale price, applied immediately towards the purchase of individual lots or parcels to be selected by purchaser out of said parcels of real estate at the rate of \$9.375 per front foot of such lots or parcels, and thereupon at the demand of purchaser warranty deed or deeds shall at once be executed by the mayor in the name and behalf of ven-

for the same to be executed by the clerk of said city and have the official seal of the city thereon. The vendor shall be responsible for the payment of all taxes and assessments on the parcels selected as aforesaid mentioned to the purchaser or his assignee. The term "front lot" as herein used shall denote the dimension along the street line, including said lots or parcels, except that in case of lots fronting upon a cul-de-sac the dimension of the rear line of the lot or parcel shall be deemed to be the dimension of the front lot line, and in case of lots fronting upon two streets the shorter of the two street frontages shall be deemed to be the front lot line.

No regular or general real estate taxes shall be levied against any of the aforementioned real estate until the same is conveyed by warranty deed as aforesaid.

Vendor, City of Ralston, Nebraska, shall at its own expense do the following:

a) Seventy-Seventh Street in said city shall be extended and opened so as to connect with proposed Seventy-Seventh Street shown on said plat of parcel "B", or in lieu thereof some other street satisfactory to purchaser this shall be extended and opened to provide direct access and connection with the city proper.

b) A street of 50-foot width shall be provided and opened abutting the west boundary of said parcel "A" to provide connection between Lakeview Street and existing Seventh and Ninth Street in said city proper, and be paved or all-weather surfaced.

c) Said city shall pay for paving of all street intersections and other public ways or easement parcels not constituting lots conveyed to purchaser.

d) Said city, wherever purchaser does not own all land (other than intersections of streets) abutting upon the streets to be improved by purchaser, shall create street improvement districts and cause special assessments to be levied against all abutting properties (except street intersections) for the payment of the costs of such improvement by purchaser, as provided for by law in such cases.

e) Said city shall provide the necessary permits or assurances that sewers to be constructed in said proposed development may be connected onto the city sewer mains, and further shall carry out its present plans to install a sewer along Lakeview Street from Eightieth Street to the outlet prior to the paving of said street.

f) Said city shall enact and enforce adequate zoning ordinances and regulations requiring minimum setbacks of 35 feet at the front, 5 feet at the sides and 25 feet at the rear of dwellings to be constructed in said development. Said restrictions are not to be applicable to the portion of parcel "C" which is not shown subdivided into lots and fronts upon "L" Street; said portion of parcel "C" to be zoned as commercial property at the demand of purchaser.

g) Purchaser shall have control of the disposition of all dirt removed from grading or basement excavations upon said real estate.

h) Existing Seventy-Ninth Street in said city proper shall be extended and connected onto the proposed east-to-west street near the south boundary of parcel "B", as shown upon said existing tentative plat. Said connecting street shall be paved, or other acceptable all-weather surface.

i) The unplatted area owned by said city and located generally between parcels "A" and "B" and southwest thereof shall be developed by the

RALSTON RECORDER, Ralston

city into a public park. Purchaser shall have full right at any time to assign or convey his rights, interests or title under said contract, or in or to the said real estate, to such person or persons as he may desire. Deeds thereafter shall run directly to the assignees of the purchaser, instead of the said purchaser, as to lots or parcels of real estate not previously conveyed to the purchaser. Each deed shall convey marketable title, free of encumbrances whatsoever other than the zoning restrictions hereinafter provided for.

Passed and approved this 7th day of May, 1967.
H. H. Van Fleet,
Mayor
Attest: C. L. Adams,
City Clerk May 9-16-23

PROOF OF PUBLICATION OF ORDINANCE
NO. 388 OF THE CITY OF RALSTON,
NEBRASKA, ADOPTED ON MAY 7th, 1957.

BOOK 530 PAGE 585

RE: SALE OF LANDS TO BE PLATTED AND SUB-
DIVIDED INTO "OAK PARK, AN ADDITION
TO THE CITY OF RALSTON, AS SURVEYED,
PLATTED AND RECORDED, IN DOUGLAS
COUNTY, NEBRASKA," BEING DESCRIBED
GENERALLY AS:

Westerly Part of NW $\frac{1}{4}$ SE $\frac{1}{4}$, and Westerly
Part of SW $\frac{1}{4}$ SE $\frac{1}{4}$, and Easterly and
Southerly and Westerly Parts of
SE $\frac{1}{4}$ SW $\frac{1}{4}$, all in Sec. 2; and
Northerly Part of NE $\frac{1}{4}$ SW $\frac{1}{4}$ and North-
erly Part of NW $\frac{1}{4}$ NE $\frac{1}{4}$, in Sec. 11 (be-
ing the North 7 $\frac{1}{2}$ Feet of the vacated
alley located therein);

All situate in Township 14 North, in
Range 12, East of the 6th P. M., in
the City of Ralston, in Douglas
County, Nebraska.

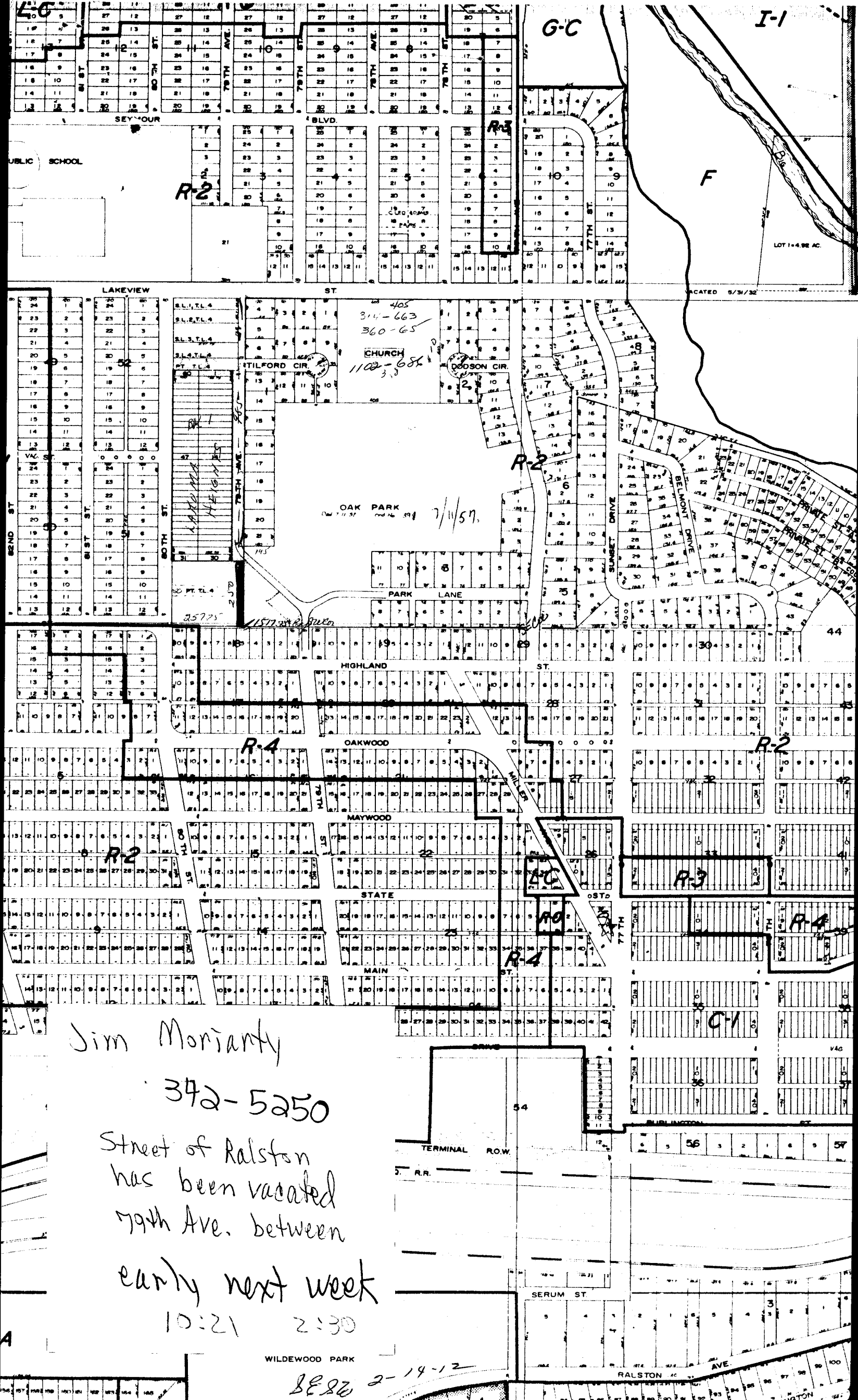
VENDOR: CITY OF RALSTON, NEBRASKA;

PURCHASER: WILLIAM W. DODSON, OR
HIS ASSIGNS.

RETURN TO:
E. K. STUREK, ATTORNEY
1028 CITY NATIONAL BANK BLDG
OMAHA 2, NEBR.

500

3. ENTERED IN NUMERICAL INDEX AND RECORDED IN DEPARTMENT OF REVENUE AND GENERAL INVESTIGATION, NEBRASKA, ON
30 DAY April 1958 AT 10:36 A.M. THOMAS J. O'CONNOR, CLERK OF COURTS 5 18



405
314-663
360-65
CHURCH
1102-68
3.3

OAK PARK
7/1/57

Jim Moriarty
342-5250
Street of Ralston
has been vacated
79th Ave. between
early next week
10:21 2:30

BESE 2-14-12

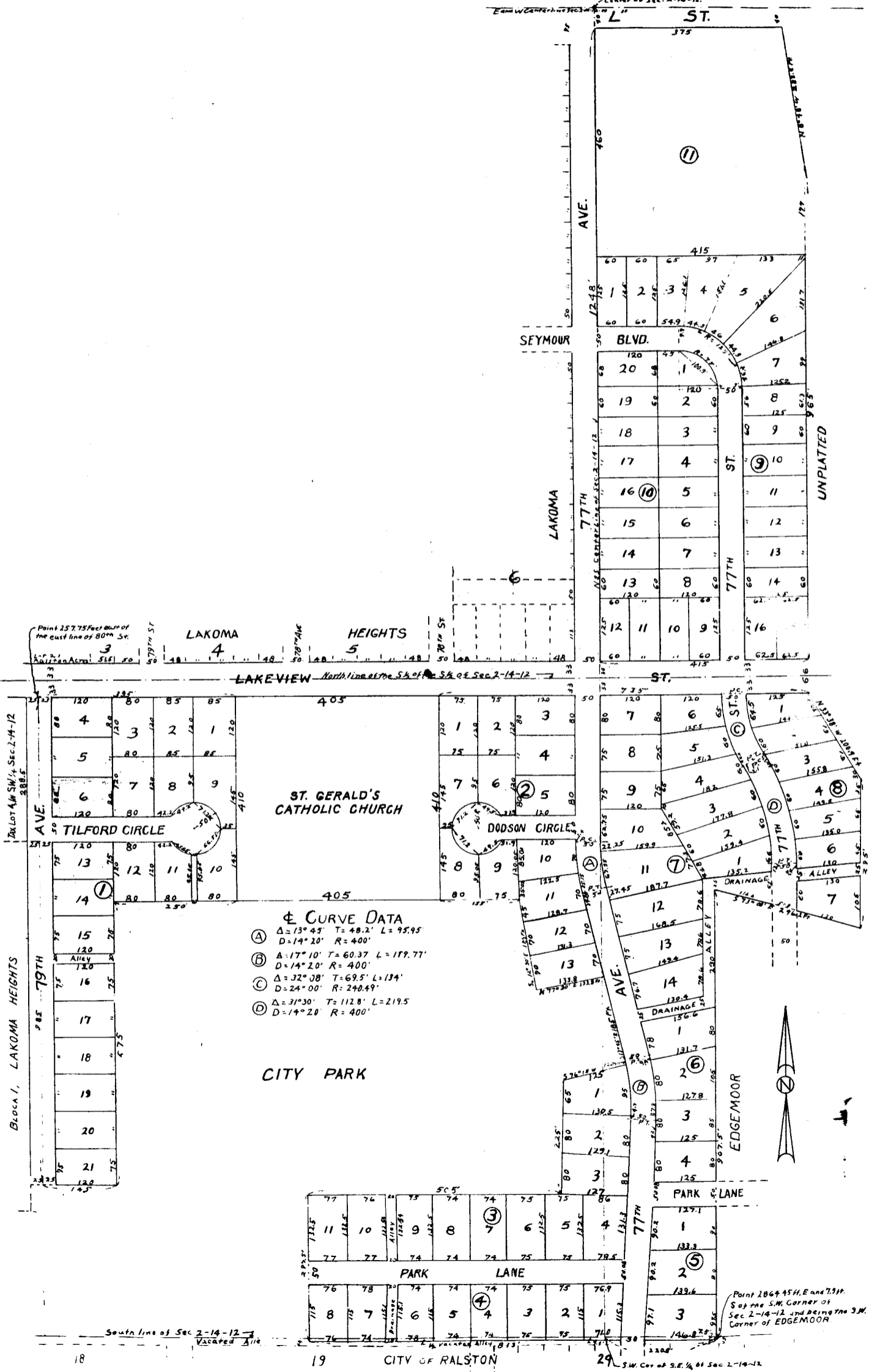
WILDEWOOD PARK

RALSTON AVE

Abstract Copies
Complete Background?

**PLAT OF OAK PARK, AN ADDITION
TO THE CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA.**
Scale: 1" = 100' Stephens & Associates Jan. 31, 1920.

Center of Sec. 2-14-12.



- ☉ CURVE DATA**
- Ⓐ $\Delta = 13^\circ 45'$ $T = 48.2'$ $L = 95.95'$
 $D = 14^\circ 20'$ $R = 400'$
 - Ⓑ $\Delta = 17^\circ 10'$ $T = 60.37'$ $L = 119.77'$
 $D = 14^\circ 20'$ $R = 400'$
 - Ⓒ $\Delta = 32^\circ 08'$ $T = 69.5'$ $L = 134'$
 $D = 24^\circ 00'$ $R = 240.49'$
 - Ⓓ $\Delta = 31^\circ 30'$ $T = 112.8'$ $L = 219.5'$
 $D = 14^\circ 20'$ $R = 400'$



Point 1864 454.8 E and 7.311
S of the S.W. Corner of
Sec. 2-14-12 and being the S.W.
Corner of EDGEMOOR

No.	106	:	Oak Park Development Co.,	:	DECLARATION OF
Book	330	:	(a corporation)(Corporate Seal)	:	PROTECTIVE COVEN-
Page	575	:	By Grant L. Miller, President	:	ANTS
		:	Attest Edmund R. Sturek,	:	Dated Feb.14, 1958
		:	Secretary	:	Filed Feb.17, 1958
		:	to	:	
		:	Whom it may concern	:	

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, encumbrance, use and occupancy of said lots, and each of them, described as follows:

ALL OF THE LOTS IN BLOCKS 1 to 8, inclusive; and also LOTS 11 TO 16, INCLUSIVE, IN BLOCK 9; and also LOTS 5 TO 16, INCLUSIVE, IN BLOCK 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, 1983, but thereafter shall automatically become renewed or extended for successive periods of 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 carport 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 thus 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 5 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 6, inclusive, in Block 7; all lots in Block 8; Lots 11 to 16, inclusive, in Block 9; and Lots 5 to 16, inclusive, in Block 10.

Fifth: Any structure upon any lot herein described shall have its exterior fully completed within 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 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 $7\frac{1}{2}$ feet thereof, to-wit: Lots 1 to 8, inclusive in Block 4, and Lot 3, in Block 5. Such easements over the said South $7\frac{1}{2}$ 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 $7\frac{1}{2}$ feet of which now comprises said South $7\frac{1}{2}$ 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 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 covenant, 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 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 suitable 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.

No witness. Acknowledged February 14, 1958 by Grant L. Miller and Edmund R. Sturek, President and Secretary, respectively, of Oak Park Development Co. in due form for said corporation by authorization of its board of directors, before Helen E. Bellinger, Notary Public with seal, Douglas County, Nebraska. Commission expires July 22, 1960.

Misc.330 :Oak Park Development Co. By Grant L. Miller, the President:DECLARATION FO PROTECTIVE
Page 575 :Attest, Edmund R. Sturek Secretary :COVENANTS:
: : To :DATE FEBRUARY 14, 1958
: : Whom It May Concern :FILED FEBRUARY 17, 1958

Oak Park Development Co. (a corporation organized and existiting under and by virtue of the laws of Nebraska, having its principal office and place of business in Douglas County, Nebraska,) dose hereby adopt and impose upon and all of the lots hereinafter described the following covenants, restrictions, limtations and conditions (all of which for conveniened are herein referred to collectively by the term "covenants"), for the purpose of applying to, controlling and govering the ownership, encumbrance, 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), INXLUSIVE, 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 covenats initially shall be and remain in effect until January 1st, 1983, by therafter shall automatically become renered 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 lot; 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 of 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 neraer 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, no 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 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 succassors or assigns, or suly authorized represenatives thereof, and no such building shall be thus 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 5 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 offstreet parking facilities adequate for two cars, to-wit: Lots 1 to 6 inclusive, in Block 7; all lots in Block 8; Lots 11 to 16, inclusive, in Block 9; and Lots 5 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 on side of said addition of Oak Park be placed upon any lot herein described, nor shall any fence be erected upon 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 of 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 thereof, 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 (7 1/2) feet thereof, to-wit: Lots 1 to 8, inclusive, in Block 4, and lot 3, in Block 5. Such easements over the said south 7 1/2 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 7 1/2 feet of which now comprises said South 7 1/2 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 covenant, 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 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 suitable 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.

Acknowledged February 14, 1956, By Grant L. Miller The President & Edmund R. Sturek the Secretary Of Oak Park Development Co., Helen E. Bellinger. Notary Pulic with Seal. Commission Expires, July 22, 1960.