

119 Lots.
BOOK 616 PAGE 52PROTECTIVE COVENANTS

The undersigned, who is the owner of all of the lots in Oakdale Woods, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, hereinafter called "Oakdale Woods", does hereby state, declare and publish that all of said lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions; and restrictions, to wit:

1. All lots in Oakdale Woods shall be known, described and used only as single family residential lots. Not more than one residential structure shall be built on any one of the lots.

2. No building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, tennis court, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced, until construction plans and specifications and grading plans therefor and a plot plan showing the location of the structure or improvement have been approved in writing by D. David Slosburg, Trustee, or his designee; provided, that such approval shall not be required if at the time of commencement of construction of any such improvement, or commencement of such grading, excavation or tree removal, D. David Slosburg, Trustee, is not the owner of any lot in Oakdale Woods. Each such building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, tennis court, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement, and any such grading, excavation or tree removal, shall be constructed, placed and performed only in accordance with the plans and specifications and plot plans so approved. Refusal to approve plans and specifications by D. David Slosburg, Trustee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of D. David Slosburg, Trustee shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. Notice of approval or disapproval of such plans and specifications shall be in writing and shall be mailed to the parties submitting such plans and specifications at an address to be supplied by such party at the time of submission of such plans and specifications to D. David Slosburg, Trustee. If D. David Slosburg, Trustee shall fail to mail notice of approval or disapproval of any such plans and specifications within thirty (30) days, as aforesaid, such plans and specifications shall be deemed to be approved. Nothing contained in this paragraph shall be construed to permit any construction or improvement which is prohibited by the building restrictions contained in paragraph 11 hereof.

3. No trailer, basement, shack, tent, garage, barn or other outbuilding erected in Oakdale Woods 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.

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4. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity shall be carried on, conducted or otherwise permitted to commence or continue on any lot.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner.

6. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris; and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal.

7. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees shall be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use of and maintenance of any street or walk or the unobstructed view of street intersections sufficient for safety.

8. No advertising sign or other poster, except for a sign of an area of not more than 4 square feet advertising such lot for sale, shall be maintained on any lot; provided, however, that the foregoing restriction shall not apply to the two signs now placed, kept and maintained by D. David Slosburg, Trustee near the south boundary line of Oakdale Woods, advertising lots for sale.

9. No boat, camper, trailer or similar chattel shall be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motor cycle, truck or other vehicle shall be repaired, torn down or stored on any lot, other than in an enclosed structure.

10. In the event that sidewalks in Oakdale Woods are required by the City of Omaha, the owner of each lot shall install such sidewalks on his property at his own expense.

11. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in Oakdale Woods:

A. Each dwelling shall have not less than 1800 square feet of livable area for single-floor plans and not less than 2200 square feet total livable area for split-level and two-story plans. No basement, porch or garage area may be counted toward square footage of livable area.

B. All exposed foundations shall be either brick or stone faced.

C. Grading of lots in preparation for construction of dwellings or other improvements shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible. Healthy natural vegetation shall be preserved and natural drainage shall be availed of wherever feasible.

D. All dirt from any basement excavation which is not to be used and which is not in fact used for backfilling forthwith shall be removed from Oakdale Woods. All dirt from any basement excavation temporarily awaiting use as backfill shall be covered or otherwise shielded from surface water in such manner as to prevent any portion of such dirt from washing off of the lot from which it originates.

E. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

F. No excess or unused building material may be kept, stored or otherwise maintained on any lot other than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

12. The covenants, restrictions and conditions contained herein shall run with the land and be binding upon all persons for 25 years from the date hereof. At the expiration of said period they shall be automatically renewed for successive periods of 10 years each unless changed in whole or in part or terminated by written agreement among the then owners of a majority of the lots in Oakdale Woods, executed and recorded in the manner provided by law, except that the initial period of 25 years plus extensions shall not exceed 99 years.

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13. For a violation or a breach of any of the covenants and restrictions herein contained, D. David Slosburg, Trustee and the owners of the lots in Oakdale Woods, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, D. David Slosburg, Trustee shall have the right, whenever there shall have been built on any lot any structure which is in violation of the covenants and restrictions herein contained, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions hereof shall not bar their enforcement. The invalidation of any one or more of the provisions hereof by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, and they shall remain in full force and effect.

The City of Omaha shall not be responsible for maintaining medians within street pavement in Oakdale Woods.

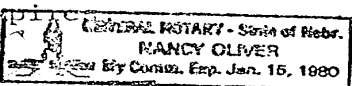
IN WITNESS WHEREOF, D. David Slosburg, Trustee has executed this document this 11th day of June, 1979.

D. David Slosburg
D. David Slosburg, Trustee

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of June, 1979, by D. David Slosburg, Trustee.

Nancy Oliver
Notary Public

My Commission Expires 1-15-79


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SARAH LESTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

13 years