

PROTECTIVE COVENANTS, RESTRICTIONS, AND EASEMENTS FOR  
PIPER'S OAK PARK  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

1. These Covenants shall apply to Lots 1 thru 6, inclusive, in Piper's Oak Park Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation, or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

PART B. RESIDENTIAL AREA COVENANTS

1. This property is to be used for single-family residential dwelling purposes only.

2. Any dwelling built hereon shall have a minimum first floor area of One Thousand Three Hundred Fifty square feet (1,350), exclusive of porches and garages. It must have a garage with a minimum capacity of two standard full-sized automobiles, the minimum floor area being at least four hundred (400) square feet.

3. No trailer, basement, shack, tent, garage, barn, or other out-buildings, and no temporary structure hereon, may be used as a residence at any time, either temporary or permanently. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

4. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

5. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

6. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot, and on side streets of improved corner lots.

7. The owners of the several lots herein described shall join in a petition to pave Ninety Fourth Street at any time after annexation of the area by the City of Omaha, that such petition to pave may be presented to said owners for signature.

PART C. GENERAL PROVISIONS

1. These COVENANTS are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these COVENANTS are recorded, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said COVENANTS in whole or in part.

2. If any of the owners of the property covered herein, their heirs, assignees, or grantees shall violate, or attempt to violate any of these Covenants, any of the owners of part or all of the property covered herein may prosecute any proceedings at law or equity against any violator, to prevent such violation and/or to recover damages therefor.

3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Dated at Omaha, Nebraska Sept 15<sup>th</sup> 1964.

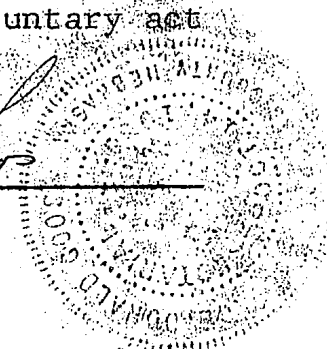
Betty L. Piper  
Betty L. Piper

Kenneth E. Piper  
Kenneth E. Piper

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of September, 1964, before me, a Notary Public, in and for Douglas County, came BETTY L. PIPER and KENNETH E. PIPER, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the above signatures as their voluntary act and deed.

Henry W. [Signature]  
Notary Public



My commission expires Oct 14<sup>th</sup>, 1966.

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1964 NOV 2 PM 2:24  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA ) ss.  
Entered in [unclear] under and filed  
for Record in the office of the Register of  
Deeds of this County and indexed in  
Book 419 of mine  
Page 59

[Signature]  
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