

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR NORTH OAKS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

No. 109 :
Book 432:
Page 143:

Recorded December 3, 1965

DIAL CONSTRUCTION CO., a Nebraska corporation having its place of business at Omaha, Nebraska, hereinafter called "Dial", NORTHWEST CONGREGATIONAL CHURCH, a religious association duly incorporated as an entity under the laws of the State of Nebraska and legally independent of any superior denominational organization or authority, hereinafter called "the church", EWEL J. KARNES and BARBARA KARNES, husband and wife, DONALD F. DAY and PATRICIA K. DAY, husband and wife, and HAROLD E. LEE and CAROL J. LEE, husband and wife, hereby adopt and impose upon each and all of the lots in North Oaks, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, the following covenants, conditions, restrictions and easements for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots:

1. Except as provided in paragraph 2 hereof, said lots shall be used only for single-family residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential use. The term "lot", as used herein, shall mean a lot as now platted in said subdivision or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the width at the front lot line of either of the lots comprising a part of such ownership, or all of one lot as now platted in said subdivision and part or parts of one or more adjoining lots.

2. The church reserves the right to use Lot Six (6) in Block One (1) of said subdivision for any church purpose, and such lot, while so used, shall not be subject to or governed by the provisions contained in paragraphs 1 or 5 hereof. Dial reserves the right to sell, convey or dedicate all or any portion of any other lot or lots for any church, school, park or other public purpose, and any real estate thus sold, conveyed or dedicated for such purposes shall not be subject to or governed by the provisions contained in paragraphs 1 or 5 hereof.

3. No single-family dwelling shall be erected or placed on any lot which has an area of less than seventy-five hundred (7500) square feet. No such dwelling shall be located on any lot nearer than thirty-five (35) feet to the front line of such lot nor shall any such dwelling, except a detached garage, be located nearer than seven (7) feet to any side line of any lot. On corner lots used for single-family dwellings, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements, and the other street-side yard shall be not less than one-half of the applicable front yard requirement. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling to encroach upon another lot. In the event that the Board of Appeals permits a lesser lot area or front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals.

4. The ground floor enclosed area of any single-family dwelling, exclusive of open porches, open breezeways, basements and garages,

shall not be less than nine hundred twelve (912) square feet for a one-story dwelling, nor less than seven hundred twenty (720) square feet for a one and one-half or two-story dwelling.

5. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to and received the prior written approval of Dial as to conformity and harmony of design, location and grade with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Dial or its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska a written release of said provisions. The term "structure" as used herein refers to and includes anything constructed or erected, the use of which requires location on the ground or attachment to something located on the ground. Failure of Dial to approve or disapprove such plans, specifications and plot plan for any lot within thirty (30) days after submission thereof to Dial shall operate to release such lot from the provisions of this paragraph.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said sideline easement is granted upon the condition that if both of said companies fail to install cables, conduits or poles along any such side lot line within thirty-six (36) months after the date hereof or if any such installation is made but is thereafter removed, without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. 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. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereto.

9. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

11. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots in North Oaks until January 1, 1985, at which time said provisions shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions, and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Dial reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in Dial's discretion, Dial deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Dial.

13. All rights, powers and privileges herein reserved by or vested in Dial or the church shall in all respects inure and apply to their respective successors and assigns.

14. 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.

IN WITNESS WHEREOF, the undersigned, being the owners of all of said lots, have caused these presents to be duly executed this 25th day of July, 1965.

DIAL CONSTRUCTION CO.

By Errol J. Karr President

Attest: Donald J. Dial Secretary



NORTHWEST CONGREGATIONAL CHURCH

By Richard J. Williams Chairman

Julie J. Williams Secretary

Carol J. Lee Treasurer

Ewell J. Karnes
Ewell J. Karnes

Barbara Karnes
Barbara Karnes

Donald F. Day
Donald F. Day

Patricia K. Day
Patricia K. Day

Harold E. Lee
Harold E. Lee

Carol J. Lee
Carol J. Lee

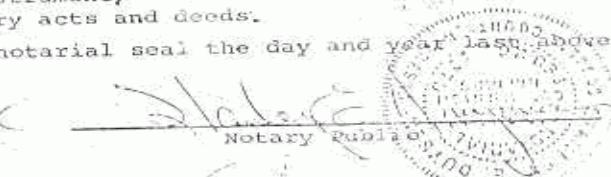
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 21 day of July, 1965, before me, the undersigned, a notary public duly commissioned and qualified for in said county, personally came EWEIL J. KARNES and DONALD F. DAY, to me personally known, who being each by me duly sworn did say that they are respectively the president and secretary of Dial Construction Co., a Nebraska corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Ewell J. Karnes and Donald F. Day acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation and also personally came EWEIL J. KARNES and BARBARA KARNES, husband and wife, DONALD F. DAY and PATRICIA K. DAY, husband and wife, and HAROLD E. LEE and CAROL J. LEE, husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary acts and deeds.

Witness my hand and notarial seal the day and year last above written.

My commission expires:

January 31, 1970

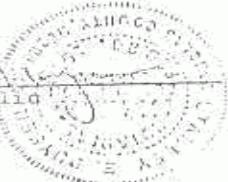


STATE OF NEBRASKA }
 } ss.
COUNTY OF DOUGLAS }

On this 26 day of July, 1965, before me
the undersigned, a notary public duly commissioned and qualified for
in said county, personally came Walter C. Johnson,

Walter C. Johnson and John H. Thompson,
to me personally known, who being each by me duly sworn, do say
that they are respectively the chairman of the board of trustees,
the secretary and the treasurer of Northwest Congregational Church,
a religious association duly incorporated under the laws of the
State of Nebraska, and that said instrument was signed and sealed
on behalf of said association by authority of its board of trustees,
and the above named officers and each of them acknowledged
said instrument to be their voluntary act and deed and the
voluntary act and deed of said association.

Witness my hand and notarial seal the day and year last
above written.



Notary Public

My commission expires:

February 16, 1971

No. : Dial Construction Co. (Corporate Seal) : MODIFICATION OF
Misc. 439 : By Ewel J. Karnes, President : PROTECTIVE COVENANTS
Page 7 : Attest Donald F. Day, Secretary : Dated June 20, 1966
: : Filed June 29, 1966
: Whom it May Concern

Dial Construction Co., a Nebraska Corporation having its place of business at Omaha, Nebraska, hereby modifies the protective covenants, conditions, restrictions and easements for North Oaks, a subdivision in Douglas County, Nebraska, hereinafter called "the protective covenants", dated July 21, 1965 and filed for record in the Office of the Register of Deeds of Douglas County, Nebraska, on December 3, 1965, and recorded in Book 432 of Miscellaneous Records at Page 143, by deleting from the protective covenants in its entirety the second sentence of paragraph 12 thereof so that paragraph 12 of the protective covenants shall read as follows:

"12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision."

This modification is made by the undersigned, Dial Construction Co., in the exercise of the rights reserved by the undersigned in said second sentence of paragraph 12 of the protective covenants for reasons considered sufficient by the undersigned.

No witness. Acknowledged June 20, 1966, by Ewel J. Karnes and Donald F. Day, respectively the president and secretary of Dial Construction Co., in due form for said corporation, by authority of its board of directors, before a Notary Public with general seal, State of Nebraska. Commission expires July 19, 1971.

MODIFICATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR NORTH OAKS,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

DIAL CONSTRUCTION CO., a Nebraska corporation having its place of business at Omaha, Nebraska, hereby modifies the protective covenants, conditions, restrictions and easements for North Oaks, a subdivision in Douglas County, Nebraska, hereinafter called "the protective covenants", dated July 21, 1965 and filed for record in the office of the Register of Deeds of Douglas County, Nebraska on December 3, 1965 and recorded in Book 432 of Miscellaneous Records at Page 143, by deleting from the protective covenants in its entirety the second sentence of paragraph 12 thereof so that paragraph 12 of the protective covenants shall read as follows:

"12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision."

This modification is made by the undersigned, Dial Construction Co., in the exercise of the rights reserved by the undersigned in said second sentence of paragraph 12 of the protective covenants for reasons considered sufficient by the undersigned.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 20th day of June, 1966.

DIAL CONSTRUCTION CO.

By Ewel J. Karnes, President

Attest: Donald F. Day, Secretary

STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

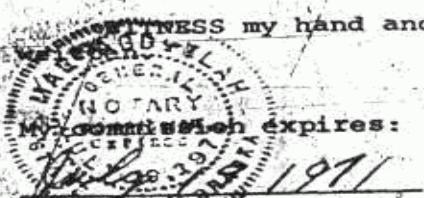
On this 20th day of June, 1966 before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came EWEL J. KARNES and DONALD F. DAY, to me personally known, who being each by me duly sworn did say that they are respectively the president and secretary of Dial Construction Co., a Nebraska corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Ewel J. Karnes and Donald F. Day acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS my hand and Notarial Seal the day and year last above

Mac Hedden, Jr.
Notary Public

My commission expires:

July 30, 1971



BOOK 439 PAGE 8

RECEIVED
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1968
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Book 439
Entered in the Office of the
Register of Deeds
Deed of John J. Price
Book 439
Page 8

By John J. Price
Date 7/6/68
= 76 365 GPN 9025
Remainder 365 GPN 9025

John J. Price
4223 Center

