

DECLARATION OF PROSPECTIVE CO-OWNERS

Our first development is a corporation organized and existing under and by 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 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, use and enjoyment of said lots, and each of them, described as follows:

- ALL OF THE LOTS IN BLOCK ONE (1) TO BLOCK (8) INCLUSIVE; AND ALSO LOTS SEVEN (7) TO EIGHTEEN (18) INCLUSIVE; AND ALSO LOTS NINE (9) TO SEVEN (17) INCLUSIVE; AND ALSO LOTS TEN (10) TO SEVENTEEN (17) INCLUSIVE; IN BLOCK ONE (1) TO BLOCK (8) INCLUSIVE; IN CITY OF OMAHA, NEBRASKA, AS SHOWN, PLATTED AND RECORDED, IN BOOKS 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

These covenants shall be and remain in effect until January 1st, 1983, but thereafter shall automatically become renewed or extended for successive periods of ten (10) years each, except as the same may from time to time be modified, amended, terminated, suspended or terminated through written agreement or consent of the majority of all of the prospective 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 one story 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 each lot abuts, and shall be separated 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:

- 1) The minimum area of any lot or tract upon which any dwelling shall be placed shall be 1,000 square feet, and such lot or tract shall have a width of at least thirty feet at the front building set-back line hereinafter provided for.
- 2) Except as hereinafter provided for, no dwelling shall be nearer to the front lot line than ten feet, or nearer to any interior side lot line than five feet, or nearer to any side lot line abutting upon a street than ten feet, or nearer to the rear lot line than ten feet.
- 3) As to any lot abutting upon a street more than one street at either end of the lot lines such abutting street shall be considered to be the front lot line, and the other such street shall be considered to be a side street line.
- 4) The location in which the actual front of the dwelling faces, as to Lots 6, 7, 8, 9, 10 and 11, in Block 1, and also Lots 6, 7, 8, 9, 10 and 11, in Block 2, all of which abut upon one-deck, a dwelling may be placed not nearer than ten feet to the closest point of the street line upon which such lot abuts, instead of ten feet as hereinafter provided for. A detached garage, if located not less than ten feet from the front lot line, may be placed not less than three feet from the interior or rear lot line, or not less than ten feet from the side street lot line in case of car-port or driveway shall be considered to be a part of the dwelling itself, in applying the aforesaid set-back requirements, but awns, 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.
- 5) 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 750 square feet shall exist on the ground, or main, floor of any dwelling, or main, floor of any dwelling.
- 6) The plot plan, showing the contemplated location of any building to be placed upon any lot or tract hereinafter 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 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 a foot wide and a fence that, shall be constructed of concrete for the full width of such lot or tract at the 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 five feet to the building nearest street curb.

REPAIRS: Each dwelling shall have mechanical equipment or mechanical appliances for the complete disposal of the garbage produced therein. Such dwelling shall have, either private, sewer, or a garage or carport 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 carport, have off-street parking facilities adequate for two cars, to-wit: Lots 1 to 5, inclusive, in Block 7, also Lots in Block 6; Lots 11 to 16, inclusive, in Block 9, and Lots 7 to 10, inclusive, in Block 10.

UTILITIES: Any structure upon any lot herein described shall have its exterior utility connections placed within time (3) months after the construction of the basement or foundation is completed. Unless and until the written approval thereof is procured from this corporation, or its successors or assigns, or the duly authorized representatives thereof, no changes in the now existing utility grades of any lot shall be made, nor shall any dwelling connected therewith be added or any part be placed upon any lot hereinafter described, nor shall any structure be placed 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, including such street lines other than flower, trees, shrubs, bushes, 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 structure, however, or portion of any kind shall be placed, raised or repaired 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 become a nuisance, annoyance or detriment to the neighborhood. Each lot to be gathered with all the improvements thereon, shall at all times be kept in good condition in a neat and good condition and state of repair.

SIZES: No structure of a temporary nature, nor any basement, trailer, tent, shack, barn, garage, or uncompleted dwelling or building or portion of any kind shall ever be used for residence purposes, either permanently or temporarily. No structure, portion 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, bushes, 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 structure, however, or portion of any kind shall be placed, raised or repaired 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 become a nuisance, annoyance or detriment to the neighborhood. Each lot to be gathered with all the improvements thereon, shall at all times be kept in good condition in a neat and good condition and state of repair.

SEWER: Statements for the installation, construction, removal, extension, repair, maintenance and operation of sewer, telephone and electric power lines, and equipment or appliances reasonably necessary therefor, hereby are created and reserved in perpetuity over, upon, along and under the rear and side lines (5) feet of each lot herein described, except that in the case of the following described lots, such easements at the bottom lot lines thereof shall extend over the south line and one-half (1/2) foot thereof, to-wit: Lots 1 to 6, inclusive, in Block 4, and Lot 1, in Block 5. Such easements over the said south 1/2 foot of said lots already exist, by virtue of restriction thereto, contained in the ordinance of the City of Baltimore, Maryland, reciting the alley, the North 1/2 foot of which now comprises said South 1/2 foot of said lots. An easement for the construction, installation, removal, extension, repair, maintenance and operation of a storm sewer of 36-inch diameter hereby is created and reserved in the North 1/2 of Lot 12 and 16, in Block 9, and of Lots 12, inclusive, in Block 10.

NOTES: Each covenant herein contained is, and always shall be, considered to be wholly independent and severable from each other covenant herein, and the installation, extension, change, modification, amplification or termination of any one or more covenants, 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, on any part or parts thereof, all of which shall nevertheless remain and be in full force and effect.

Whereas the written approval of this corporation, or its successors or assigns, or duly authorized representatives thereof, heretofore is required, either express or implied, 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, or unless 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, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, and hereafter become subjected to similar covenants. Any person for whose benefit these covenants exist shall have full right, in his or her own name, to maintain and enforce the same against the person or persons, or any lot in said addition not herein described, or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter acquires any right, title, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter becomes subjected to similar covenants.

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, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, and hereafter become subjected to similar covenants. Any person for whose benefit these covenants exist shall have full right, in his or her own name, to maintain and enforce the same against the person or persons, or any lot in said addition not herein described, or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter acquires any right, title, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter becomes subjected to similar covenants.

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, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, and hereafter become subjected to similar covenants. Any person for whose benefit these covenants exist shall have full right, in his or her own name, to maintain and enforce the same against the person or persons, or any lot in said addition not herein described, or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter acquires any right, title, claim, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, or any person who hereafter becomes subjected to similar covenants.

55

February 28 1950

37

My commission expires Feb 22, 1950

Walter E. B...
Notary Public

On this fourteenth day of February, 1950, before me, a Notary Public in and for said county, there personally appeared CHART L. MILLER and HAROLD E. SMITH, who are to me personally known to be the President and Secretary, respectively, of OAK PARK DEVELOPMENT CO., a corporation organized and existing under the laws of Nebraska, having the principal office and place of business in Douglas County, Nebraska, and they, jointly and severally, acknowledged the execution of the foregoing Declaration of Protective Committee to be their act and deed, as such officers, and the said act and deed was lawfully and duly effected by them, all done in pursuance of certain instructions of the board of directors for the purpose therein expressed.

Witness my hand and official seal in said county on the date last aforesaid.

STATE OF NEBRASKA
COUNTY OF DODGE

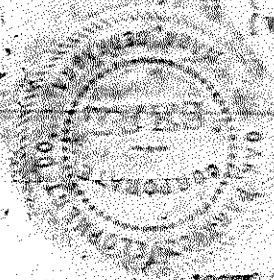


CHART L. MILLER, President
 HAROLD E. SMITH, Secretary
 OAK PARK DEVELOPMENT CO. (a corporation)

IN WITNESS WHEREOF, Oak Park Development Co., a corporation, causes this instrument to be executed to its name and behalf by its President and Secretary, and to have the official signature seal hereunto affixed, all done pursuant to the express authority therefor of the board of directors of said corporation, on this fourteenth day of February, 1950.

350 REC-27