

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98-009506

98 APR 17 PM 1:00

Glenn J. Downing
REGISTER OF DEEDS

98-09506

Counter *[Signature]*

Verify *[Signature]*

D.E. *Dy*

Proof *[Signature]*

Fee \$ *58.00*

Chk Cash Chg

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTHERN OAKS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots 1 through 86 inclusive, Southern Oaks a subdivision in Sarpy County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

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

009506

C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate 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.

D. 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 purposes.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish (exceeding 18 inches in diameter) or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

H. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

I. CSI, it's successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

J. Notwithstanding the provisions of Paragraphs No. "A" and "I" the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning

or the granting of waivers or special use permits.

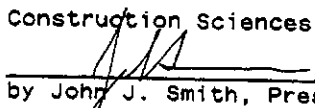
K. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner that it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

L. If a fence is constructed on the subject lots; the owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs banners, or any such thing on the fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

M. Nothing herein contained shall in any way be constructed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 9th day of October, 1997.

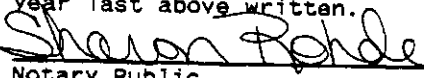
Construction Sciences, Inc., a Nebraska Corporation

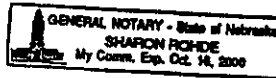

by John J. Smith, President

STATE OF NEBRASKA)
) ss.
County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.


Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-009506

98 APR 17 PM 1:00

Glenn J. Howling
REGISTER OF DEEDS

98-09506
Counter [Signature]
Verify [Signature]
D.E. Dy
Proof [Signature]
Fee \$ 58.00
Chk Cash Chg

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTHERN OAKS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

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If the present or future owners of any said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

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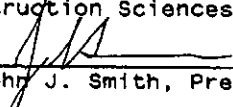
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M. Nothing herein contained shall in any way be constructed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 9th day of October, 1997.

Construction Sciences, Inc., a Nebraska Corporation

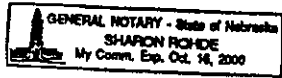

by John J. Smith, President

STATE OF NEBRASKA)
) ss.
County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.


Notary Public



1021.00
59 43 42

PLAT 61

DEDICATION

Know all men by these presents that We, Southern Oaks Limited Partnership; and Robert L. Roth and Scott Roth, as tenants in common, owners of the property described in the Certification of Survey and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as SOUTHERN OAKS (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use, the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Peoples Natural Gas Company, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets, avenues and circles, whether public or private. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do set my hand this 17 day of MAY 1996

SOUTHERN OAKS LIMITED PARTNERSHIP

Ronald E. Smith
By: Ronald E. Smith, General Partner

Robert L. Roth
Robert L. Roth
Scott Roth
Scott Roth

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 17 day of MAY, 1996 before me the undersigned a Notary Public and for said County personally came Ronald E. Smith General Partner of Southern Oaks Limited Partnership who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his own and that he acted as General Partner of said partnership

22 25

COFFEY AVE.

25 24

S 1/4 CORNER
SEC. 33-14-13

N 89°54'

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
3. A RECIPROCAL INGRESS & EGRESS, PARKING AND PEDESTRIAN EASEMENT IS HEREBY GRANTED TO THE OWNERS OF LOTS 89,90,91,92,93 AND 94, THEIR GUESTS AND INVITEES, OVER ALL OF LOTS 89 THRU 94 INCLUSIVE.
4. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO HIGHWAY 370 FROM LOT 88 AND LOTS 91 THRU 93, INCLUSIVE; NOR TO 25TH STREET FROM LOTS 90 & 91, EXCEPT AT THE BREAK OF CONTROLLED ACCESS ONTO 25TH STREET FROM LOT 90; NOR TO GOLDEN BOULEVARD FROM LOT 88.
5. DIMENSIONS AND ANGLES FOR EASEMENTS ARE SHOWN WITH PARENTHESES.
6. NO BUILDING PERMIT WILL BE GRANTED FOR LOTS 90 AND 91 UNTIL THE REQUISITE 404 PERMITS HAVE BEEN OBTAINED FROM THE U.S. CORPS OF ENGINEERS OR ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION.
7. THIS AREA OF LOTS 91 AND 92 IS SUBJECT TO ALL RESTRICTIONS ASSOCIATED WITH CONSTRUCTION AND USE IN ACCIDENT POTENTIAL ZONE (APZ 1), AS ESTABLISHED BY THE DEPARTMENT OF THE AIR FORCE, OFFUTT AIR FORCE BASE.

6 CURVE DATA

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