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

KDK, Inc., a Nebraska corporation having its place of business in Douglas County, Nebraska; Donald F. Day and Patricia Day, husband and wife; Avrum Greenberg and Shirley T. Greenberg, husband and wife; Ewel J. Karnes and Barbara Karnes, husband and wife; and Joel M. Katleman and Virginia R. Katleman, husband and wife, hereby adopt and impose upon each and all of the lots in Oakbrook, 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 detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings 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. Lots One (1) to Seven (7) inclusive in Block Three (3) and Lots One (1) to Six (6) inclusive in Block Four (4) may be used for two family dwellings and Lots Eight (8) and Nine (9) of Block Three (3) may be used for retail stores, restaurants and office buildings. The lots specified in this paragraph shall not be subject to or governed by the provisions contained in paragraphs 1, 3 and 4.

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, 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 (900) 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. 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.

6. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision.

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.

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. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective heirs, executors, administrators, 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 Oakbrook, until January 1, 1988, 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 heirs, executors, administrators, successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, now or hereafter may enforce the provisions hereof against any other owner or owners at any time or times violating or failing to comply with said provisions.

11. 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. The undersigned reserve the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deem it necessary or advisable in unusual circumstances or to prevent hardship.

12. 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 29 day of ~~February,~~ APRIL 1963.

KDK, INC.

By _____ President

Attest: _____ Secretary

_____
Donald F. Day

_____
Patricia Day

_____
Avrum Greenberg

_____
Shirley T. Greenberg

_____
Ewel J. Karnes

_____
Barbara Karnes

_____
Joel M. Katleman

_____
Virginia R. Katleman

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 29 day of ~~February,~~ APRIL 1963 before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came JOEL M. KATLEMAN and EWEL J. KARNES, to me personally known, who being each by me duly sworn did say that they are respectively the president and secretary of KDK, Inc., the corporation named in the foregoing instrument; that the seal affixed thereto is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Joel M. Katleman and Ewel J. Karnes acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, and also personally came DONALD F. DAY and PATRICIA DAY, husband and wife; AVRUM GREENBERG and SHIRLEY T. GREENBERG, husband and wife;

EWEL J. KARNES and BARBARA KARNES, husband and wife; and JOEL M. KATLEMAN and VIRGINIA R. KATLEMAN, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires:

8/2/68

NOTARY COMMISSION EXPIRES AUG. 2, 1968 STATE OF NEBRASKA

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