

PROTECTIVE COVENANTS

The undersigned, who is the owner of all of the lots in Oakdale Woods, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, hereinafter called "Oakdale Woods", does hereby state, declare and publish that all of said lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions; and restrictions, to wit:

1. All lots in Oakdale Woods shall be known, described and used only as single family residential lots. Not more than one residential structure shall be built on any one of the lots.

2. No building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, tennis court, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced, until construction plans and specifications and grading plans therefor and a plot plan showing the location of the structure or improvement have been approved in writing by D. David Slosburg, Trustee, or his designee; provided, that such approval shall not be required if at the time of commencement of construction of any such improvement, or commencement of such grading, excavation or tree removal, D. David Slosburg, Trustee, is not the owner of any lot in Oakdale Woods. Each such building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, tennis court, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement, and any such grading, excavation or tree removal, shall be constructed, placed and performed only in accordance with the plans and specifications and plot plans so approved. Refusal to approve plans and specifications by D. David Slosburg, Trustee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of D. David Slosburg, Trustee shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. Notice of approval or disapproval of such plans and specifications shall be in writing and shall be mailed to the parties submitting such plans and specifications at an address to be supplied by such party at the time of submission of such plans and specifications to D. David Slosburg, Trustee. If D. David Slosburg, Trustee shall fail to mail notice of approval or disapproval of any such plans and specifications within thirty (30) days, as aforesaid, such plans and specifications shall be deemed to be approved. Nothing contained in this paragraph shall be construed to permit any construction or improvement which is prohibited by the building restrictions contained in paragraph 11 hereof.

3. No trailer, basement, shack, tent, garage, barn or other outbuilding erected in Oakdale Woods 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.

4. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity shall be carried on, conducted or otherwise permitted to commence or continue on any lot.

5. 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, and provided that they are kept confined to the lot of their owner.

6. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris; and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal.

7. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees shall be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use of and maintenance of any street or walk or the unobstructed view of street intersections sufficient for safety.

8. No advertising sign or other poster, except for a sign of an area of not more than 4 square feet advertising such lot for sale, shall be maintained on any lot; provided, however, that the foregoing restriction shall not apply to the two signs now placed, kept and maintained by D. David Slosburg, Trustee near the south boundary line of Oakdale Woods, advertising lots for sale.

9. No boat, camper, trailer or similar chattel shall be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motor cycle, truck or other vehicle shall be repaired, torn down or stored on any lot, other than in an enclosed structure.

10. In the event that sidewalks in Oakdale Woods are required by the City of Omaha, the owner of each lot shall install such sidewalks on his property at his own expense.

11. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in Oakdale Woods:

A. Each dwelling shall have not less than 1800 square feet of livable area for single-floor plans and not less than 2200 square feet total livable area for split-level and two-story plans. No basement, porch or garage area may be counted toward square footage of livable area.

B. All exposed foundations shall be either brick or stone faced.

C. Grading of lots in preparation for construction of dwellings or other improvements shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible. Healthy natural vegetation shall be preserved and natural drainage shall be availed of wherever feasible.

D. All dirt from any basement excavation which is not to be used and which is not in fact used for backfilling forthwith shall be removed from Oakdale Woods. All dirt from any basement excavation temporarily awaiting use as backfill shall be covered or otherwise shielded from surface water in such manner as to prevent any portion of such dirt from washing off of the lot from which it originates.

E. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

F. No excess or unused building material may be kept, stored or otherwise maintained on any lot other than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

12. The covenants, restrictions and conditions contained herein shall run with the land and be binding upon all persons for 25 years from the date hereof. At the expiration of said period they shall be automatically renewed for successive periods of 10 years each unless changed in whole or in part or terminated by written agreement among the then owners of a majority of the lots in Oakdale Woods, executed and recorded in the manner provided by law, except that the initial period of 25 years plus extensions shall not exceed 99 years.

13. For a violation or a breach of any of the covenants and restrictions herein contained, D. David Slosburg, Trustee and the owners of the lots in Oakdale Woods, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, D. David Slosburg, Trustee shall have the right, whenever there shall have been built on any lot any structure which is in violation of the covenants and restrictions herein contained, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions hereof shall not bar their enforcement. The invalidation of any one or more of the provisions hereof by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, and they shall remain in full force and effect.

The City of Omaha shall not be responsible for maintaining medians within street pavement in Oakdale Woods.

IN WITNESS WHEREOF, D. David Slosburg, Trustee has executed this document this 15 day of June, 1979.

D. David Slosburg
 D. David Slosburg, Trustee

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of June, 1979, by D. David Slosburg, Trustee.

[Signature]
 Notary Public

My Commission Expires 1-15-81
 [Notary Seal: HARRY OLIVER, Notary Public, Exp. Jan. 15, 1980]

Book 6
 Page 57
 of 111
 Filed 1/15/79
 Recorder
 Douglas
 06-9

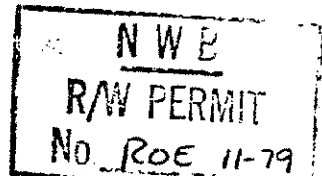
RECORDED
 JUN 15 1979
 COUNTY OF DOUGLAS
 NEBRASKA

93

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby releases and forever disclaims any easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon and over the following described property:

Lots 1-2 and 4 thru 13 original platting OAKDALE WOODS SUBDIVISION more specifically described as part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SECTION 27, part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of SECTION 28, part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of SECTION 33 and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of SECTION 34 ALL in T-15-N, R-12-E of the 6th P.M., DOUGLAS COUNTY, NEBRASKA. This PARTIAL RELEASE is associated with NORTHWESTERN BELL TELEPHONE COMPANY R/W # 13498 and is granted under the specific stipulation that similar RELEASE of this jointly owned easement must also be granted by the OMAHA PUBLIC POWER DISTRICT.



and which is recorded in the records of _____ County, Nebraska, on the _____ day of _____, in Miscellaneous Book _____, Page _____.

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this 15th day of AUGUST, 1979, by its duly authorized officers.

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

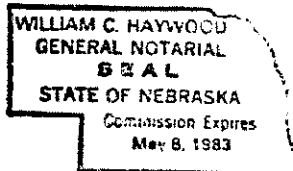
Ida B. Myers
SUPERVISOR-CLERICAL

By [Signature]
Supervisor - Right-of-Way Distribution (Nebraska)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of AUGUST, 1979, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named W.C. HAYWOOD and G.B. GIVLER of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

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



William C Haywood
Notary Public

My commission expires the 8th day of MAY, 19 79.

Book 620
Page 44
of 12
Fee 6.00
Index [initials]
Compd [initials]
[Handwritten marks]

RECEIVED
1979 AUG 30 PM 2:03
REGISTERED CLERK
DOUGLAS COUNTY, NEBR.

31 [Signature]

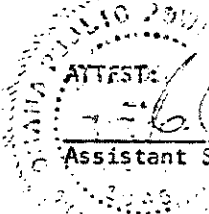
DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a corporation, for and in consideration of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the dedication of OAKDALE WOODS, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, over, along, upon and under the following portions thereof.

A strip of land Five feet (5') in width, lying adjacent to and parallel to the following lot lines: The common side lot lines of Lots One (1) and Two (2) and Four (4) thru Thirteen (13); also

A strip of land Eight feet (8') in width, lying adjacent to and parallel to the following lot lines: The common rear lot lines of Lots One (1), Two (2), Four (4) and Five (5), all in Oakdale Woods, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

IN WITNESS WHEREOF, the undersigned has set its hand this 29th day of August, 1979.



ATTEST:
Earl G. Kelley
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT

G.P. Bable
Assistant General Manager

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Book 620
Page 43
of 12

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1979 AUG 30 PM 2:02

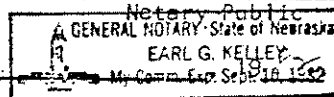
HAROLD HOTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB.

On this 29th day of August, 1979, before me the undersigned, a Notary Public in and for said County personally came G.P. Bable, Assistant General Manager of Omaha Public Power District, (a corporation), to me personally known to be the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

Earl G. Kelley

My Commission expires on the 10th day of Sept.



30 Aug 1979

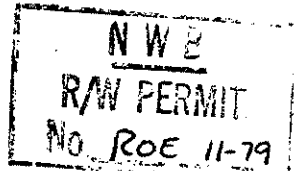
Completed
37-625-11

PARTIAL

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby releases and forever disclaims any easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon and over the following described property:

Lots 1-2 and 4 thru 13 original platting OAKDALE WOODS SUBDIVISION more specifically described as part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SECTION 27, part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of SECTION 28, part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of SECTION 33 and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of SECTION 34 ALL in T-15-N, R-12-E of the 6th P.M., DOUGLAS COUNTY, NEBRASKA. This PARTIAL RELEASE is associated with NORTHWESTERN BELL TELEPHONE COMPANY R/W # 13498 and is granted under the specific stipulation that similar RELEASE of this jointly owned easement must also be granted by the OMAHA PUBLIC POWER DISTRICT.



and which is recorded in the records of _____ County, Nebraska, on the _____ day of _____, _____ in Miscellaneous Book _____, Page _____.

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this 15th day of AUGUST, 19 79, by its duly authorized officers.

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY
An Iowa Corporation

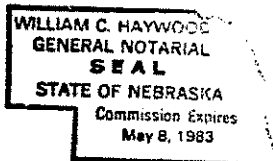
Oda B. Myers
SUPERVISOR-CLERICAL

By [Signature]
Supervisor - Right-of-Way Distribution (Nebraska)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of AUGUST, 19 79, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named W.C. HAYWOOD and G.B. CIVLER of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

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



William C. Haywood
Notary Public

My commission expires the 8th day of MAY, 19 79.

DOUGLAS COUNTY, NEBR.
REGISTER OF CLERKS
C. HAROLD COSTER

1979 SEP 13 AM 11:41

RECEIVED

Book 620
Page 570
of 1
Fee 6.00
Index
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R-12

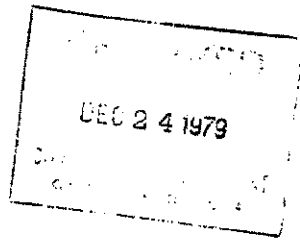
[Handwritten Signature]

NO. _____

LOCATION _____

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

BOOK **829** PAGE **648**



Field Notes:

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

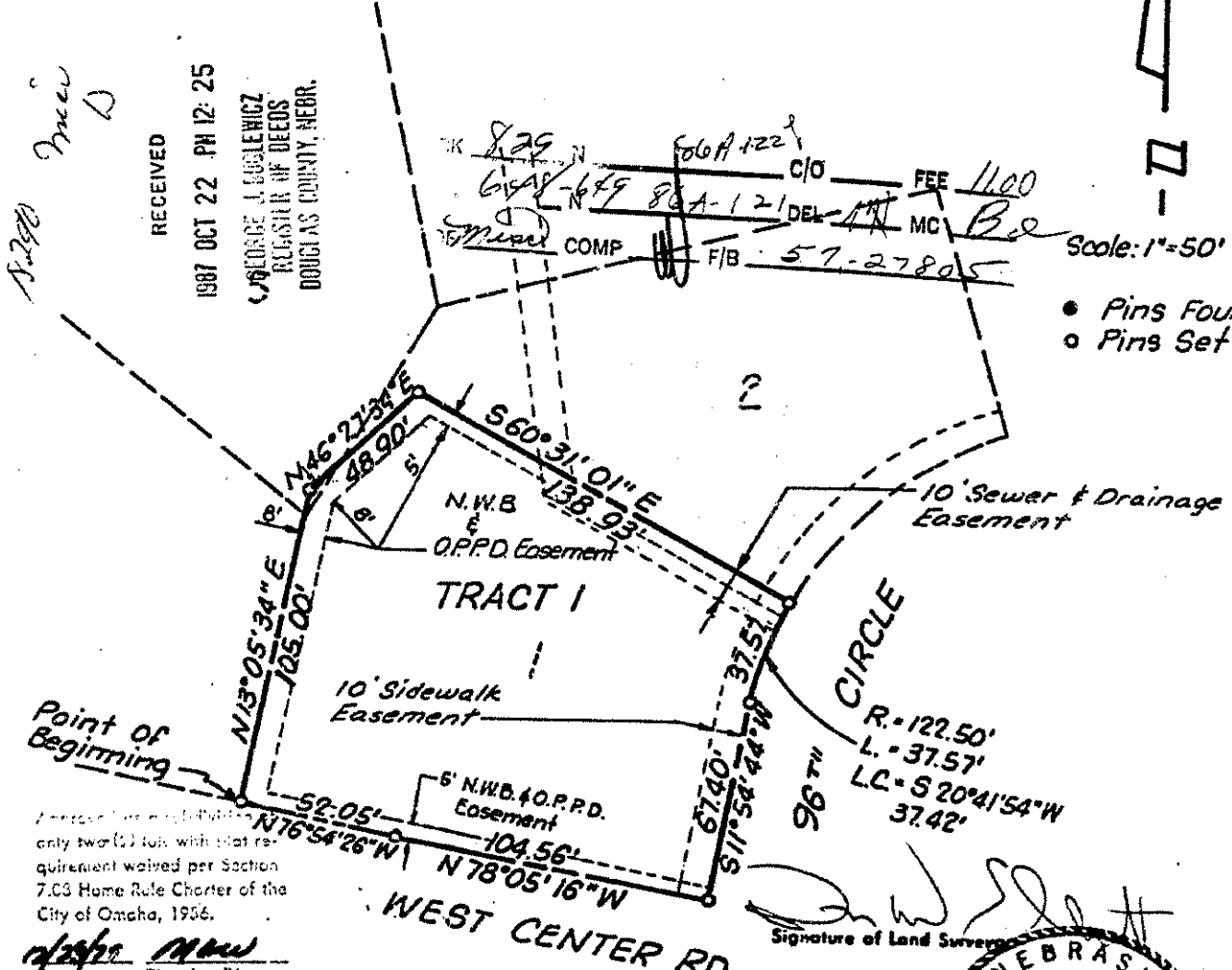
See Attach Sheet.

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Date 10-22-87

[Signature]
County Treasurer

Plot to scale showing tract surveyed with all pertinent points.

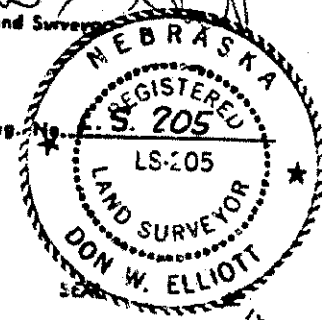


Plotted as per subdivision
only two (2) lots with that re-
quirement waived per Section
7.03 Home Rule Charter of the
City of Omaha, 1956.
[Signature]
Date _____
Planning Director

DATE RECEIVED: _____ Date: 6-8-79

OFFICIAL ADDRESS: _____

BLDG. PERMIT NO.: _____



LEGAL DESCRIPTION

BOOK 829 PAGE 649

Tract 1, Oakdale Woods

A part of vacated West Center Road right-of-way and part of Lots 1 and 5, Oakdale Woods, a subdivision located in the SW 1/4 of the SW 1/4 of Section 27, the SE 1/4 of the SE 1/4 of Section 28, the NE 1/4 of the NE 1/4 of Section 33 and the NW 1/4 of the NW 1/4 of Section 34, all in Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, Oakdale Woods; thence N13°05'34"E (assumed bearing), along the West line of said Lot 1, Oakdale Woods, and the Northerly extension, thereof, a distance of 105.00 feet; thence N46°27'34"E, a distance of 48.90 feet to a point on the North line of said Lot 1, Oakdale Woods; thence S60°31'01"E, along said North line of Lot 1, Oakdale Woods, a distance of 138.93 feet to a point on the West right-of-way line of 96th Circle; thence along said West right-of-way line of 96th Circle, on the following described courses; thence Southwesterly, on a curve to the left with a radius of 122.50 feet, a distance of 37.57 feet, said curve having a long chord which bears S20°41'54"W, a distance of 37.42 feet; thence S11°54'44"W, a distance of 67.40 feet to the point of intersection of said West right-of-way line of 96th Circle and the Northerly right-of-way line of West Center Road; thence, along said Northerly right-of-way line of West Center Road, on the following described courses; thence N78°05'16"W, a distance of 104.56 feet; thence N76°54'26"W, a distance of 52.05 feet to the Point of Beginning.

Said tract of land contains an area of 19,855 square feet, more or less.

#789 6-11-79