

PROTECTIVE COVENANTS AND RESTRICTIONS

Raven Oaks Addition

The TIMBERLINE COOPERATIVE ASSOCIATION, a Nebraska corporation, as Trustee and owner of all lots in Raven Oaks, a subdivision in Douglas County, Nebraska, except Lot 9 in Block 11, Lot 3 in Block 10, and all of Block 12 and Block 13, does hereby state, publish and declare that all said lots owned by the Association, are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of their owners of the lots, it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

3) Lot 36 in Block 2 shall be used for school purposes including all relating activities; Lot 29 and 44 in Block 2; Lot 27 in Block 10; Lots 43 and 60 in Block 7; Lot 13 in Block 9, and Lot 1 in Block 8; Lot A and Lots 16 through 19 inclusive in Block 14, may be used for park and recreational purposes.

All the remaining Lots now owned by the Association, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, shall be known and described as residential lots and all dwellings constructed on them shall be single family dwellings and said structures are not to exceed two stories in height, and shall have a minimum of double side by side attached or double side by side under house, or double side by side detached garages.

4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and plot plans showing the location of such building or improvement have been approved in writing by the Architectural Committee of Timberline Cooperative Association as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

5) That 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. Outside trash containers are prohibited and outside burning of trash of any kind is prohibited.

6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

7) Dwellings shall be restricted to the following minimum square foot ground floor areas (exclusive of garages, breezeways, porches and basements):

(a) 1,200 square feet ground floor area for all lots in Blocks 14, 15, 16, unless used for recreational purposes as provided herein.

(b) 1,350 square feet for all the remaining lots, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, unless used for recreational purposes as provided herein.

(c) For all two story Cape Cod type buildings and all other two story type dwellings on all lots in subdivision a minimum of 2,000 square feet, exclusive of basement, with a ground level minimum of 1,000 square feet.

8) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front and side elevations, with brick or stone or any other product approved by the Architectural Committee.

All chimneys must be of masonry materials and shall be faced or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

10) Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

11) No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the Architectural Committee.

12) All large trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the Association in the objectionable condition. Any expenses for such work are chargeable to the lot owner.

13) Sidewalks will be constructed at the same time of the building of the apartment and shall be four feet wide and shall be set at least four feet back of the curb.

14) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

15) No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein without the permission in writing of the Board of Directors of the Timberline Cooperative Association.

16) Any grade change exceeding 18 inches must have the approval of the Architectural Committee.

17) With the prior approval of the Architectural Committee of the Association, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure release from the established zoning requirements.

However, the Architectural Committee shall not have the right to approve a request for rezoning of any lot in this area.

18) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and 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, upon and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns, of Lots 4 through 11, inclusive Lots 13 through 20, and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots for the purpose of ingress, egress and access to each of said lots.

IN WITNESS WHEREOF, the said Association has caused its head and seal to be affixed this 22nd day of December, 1965.

TIMBERLINE COOPERATIVE ASSOCIATION, Trustee,

By *[Signature]*
President



STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 20th day of December, 1965, before me, the undersigned,
 a Notary Public in and for said County, personally came JOSEPH S. GRABOW,
 President of TIMBERLINE COOPERATIVE ASSOCIATION (a corporation), to me
 personally known to be the President and the identical person whose name
 is affixed to the above instrument, and acknowledged the execution thereof
 to be his voluntary act and deed as such officer and the voluntary act and
 deed of said corporation as Trustee and that the Corporate seal of the
 said corporation was thereon affixed by his authority.

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

Handwritten signature and notary seal area

Large area of handwritten scribbles and illegible text

AMENDED PROTECTIVE COVENANTS & RESTRICTIONS
RAVEN OAKS

WE, THE UNDERSIGNED, being all of the owners of the lots in Raven Oaks, a subdivision in Douglas County, Nebraska, except Lot Nine (9) in Block Eleven (11), Lot Three (3) in Block Ten (10) and all of Blocks Twelve (12) and Thirteen (13), do hereby state, publish and declare and herewith amend as follows the Protective Covenants and Restrictions executed by Timberline Cooperation Association, dated December 24, 1965 and recorded February 22, 1966 at Book 434, Page 425, Miscellaneous Records, in the Office of the Register of Deeds, Douglas County, Nebraska

That Lots Seventeen (17) through Twenty-Two (22), inclusive in Block Sixteen (16) and Lots Twenty (20) and Twenty-One (21) in Block Fourteen (14), Raven Oaks Addition may be used for Church purposes, including all related activities in connection therewith.

Legal Description	Owner
Lot 16 Block 1	James H. Bergert Helen M. Bergert
Lot 19 Block 7	Earl T. Harvey Mary Jane Harvey

STATE OF NEBRASKA
COUNTY OF DOUGLAS On this 1st day of February 19 67 before me, the undersigned, a Notary Public in and for said County Personally came JAMES H. BERGERT AND HELEN M. BERGERT, husband and wife, and EARL T. HARVEY AND MARY JANE HARVEY, husband and wife the identical persons and whose names are affixed to the above instrument have acknowledged said instrument to be their voluntary act and deed.
WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

My commission expires on the 13 day of _____ A.D. 19 68

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[Signature]

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JAMES J. O'ROURKE
REGISTER OF DEEDS
HONOLULU COUNTY, HAWAII

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PROTECTIVE COVENANTS AND RESTRICTIONS

Raven Oaks Addition

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1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of then owners of the lots, it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidity of any one of the covenants by judgment or Court order shall not affect any of the other provisions, which shall remain in full force and effect.

3) Lot 36 in Block 2 shall be used for school purposes including all relating activities; Lot 29 and 44 in Block 2; Lot 27 in Block 10; Lots 43 and 60 in Block 7; Lot 13 in Block 9, and Lot 1 in Block 8; Lot A and Lots 16 through 19 inclusive in Block 14, may be used for park and recreational purposes.

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4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and site plan showing the location of such building or structure have been approved in writing by the Architectural Committee of Timberline Cooperative Association as to the conformity and harmony of external design with the structures, topography and finished ground.

5) That 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. Outside trash containers are prohibited and outside burning of trash of any kind is prohibited.

6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

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(c) For all two story Cape Cod type buildings and all other two story type dwellings on all lots in subdivision a minimum of 2,000 square feet; exclusive of basement, with a ground level minimum of 1,000 square feet.

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All chimneys must be of masonry materials and shall be faced or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

10) Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

11) No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the Architectural Committee.

12) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.

13) Sidewalks will be constructed at the same time of the building of the improvement and shall be four feet wide and shall be set in four feet back of the curb.

14) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

15) No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein, without the permission in writing of the Board of Directors of the Timberline Cooperative Association.

16) Any grade change exceeding 18 inches must have the approval of the Architectural Committee.

17) With the prior approval of the Architectural Committee of the Association, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure release from the established zoning requirements.

However, the Architectural Committee shall not have the right to approve a request for rezoning of any lot in this area.

18) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and 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, upon and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns, of Lots 4 through 11, inclusive Lots 13 through 20, and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots, for the purpose of ingress, egress and access to each of said lots.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this _____ day of December, 1965.

TIMBERLINE COOPERATIVE ASSOCIATION,
Trustee,

By _____

President

Secretary

76-5207

AFFIDAVIT

BOOK 533

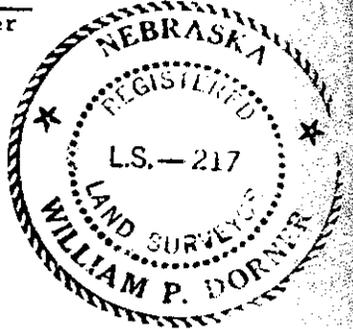
Correction to Raven Oaks, (Lot 29 through 53, inclusive, Block 2; Lots 13 through 25, inclusive, Block 3; Lots 15 through 60, inclusive, Block 7; Lots 15 through 19, inclusive, Block 8; Lots 1 through 23, inclusive, Block 9; Lots 1 through 38, inclusive, Block 10; Lots 1 through 9, inclusive, Block 11; Lot 1, Block 12; Lot 1, Block 13), a subdivision in part of Section 19 and part of the West one half of Section 20, all in T16N, R13E, of the 6th P.M., Douglas County, Nebraska.

I, the undersigned Registered Land Surveyor, do hereby submit this document in order to correct certain errors in the Surveyor's Certificate of said Raven Oaks, as recorded in Book 1278, Page 727, of the records in the Register of Deeds Office, Douglas County, Nebraska.

I hereby certify that I am the identical person whose name appears on the Surveyor's Certificate of said Raven Oaks.

William P. Dorner
Registered Land Surveyor

L.S. 217
Registration Number

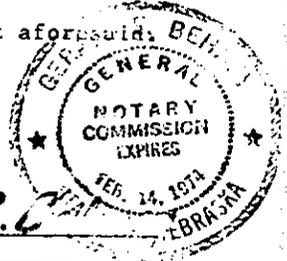


State of Nebraska)
County of Douglas)

On this 7th day of March, 1973 before me, a notary public, duly commissioned and qualified in and for said county, appeared William P. Dorner who is personally known by me to be the identical person whose name is affixed above.

Witness my hand and official seal, in Omaha, Nebraska, the date last aforesaid.

My Commission expires on Feb. 10, 1974.



Shirley E. ...
Notary Public

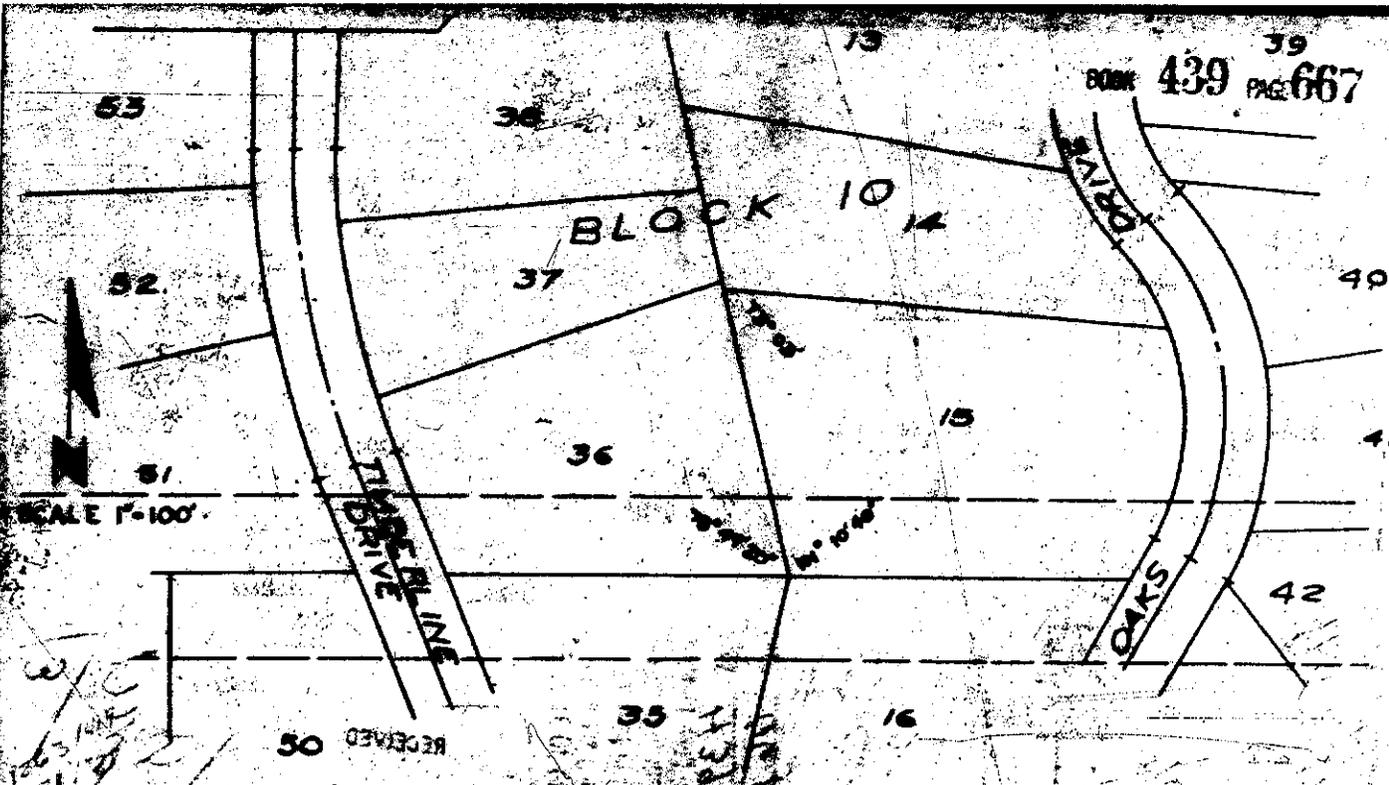
Surveyor's Certificate As It Reads Now

(Line 21).....SW $\frac{1}{4}$ of Section 19; thence N 89° 57' 30" E along the said North line of Section 19, a distance of 1315.36 feet; thence N 0° 08' 50" W, a distance of 331.36 feet;.....

Surveyor's Certificate As It Should Read

(Line 21).....SW $\frac{1}{4}$ of Section 19; thence N 89° 57' 30" E along the North line of said SW $\frac{1}{4}$, of Section 19, a distance of 1315.36 feet; thence N 0° 08' 50" W, a distance of 331.36 feet;.....

19. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
7 DAY OF March 1973 AT 11:57 AM. C. HAROLD OSTLER, REGISTER OF DEEDS 43-25



AMENDMENT TO CERTIFICATION

Lots 15 and 36, Block 10, Douglas County, Nebraska, as surveyed, plotted, recorded and amended.

The angle in the southeasterly corner of said Lot 15 to read, "Seventy-three degrees, thirty-nine minutes, fifteen seconds ($73^{\circ} 39' 15''$)" instead of "Seventy-five degrees, twenty-five minutes, fifteen seconds ($75^{\circ} 25' 15''$)."

The angle in the southeasterly corner of said Lot 15 to read, "One hundred one degrees, ten minutes, forty seconds ($101^{\circ} 10' 40''$)" instead of "One hundred one degree, forty-nine minutes, fifteen seconds ($101^{\circ} 49' 15''$)."

The angle in the southeasterly corner of said Lot 36 to read "Seventy-eight degrees, forty-nine minutes, twenty seconds ($78^{\circ} 49' 20''$)" instead of "Seventy-five degrees, forty-six minutes, fifteen seconds ($75^{\circ} 46' 35''$)."

A-F-F-I-D-A-V-I-T

Correction to **Block 10**, a subdivision of part of Section 19 and part of the East 1/2 of Section 20, all in T 26 N, R 13 E of the 6th P.M., Douglas County, Nebraska.

I, William F. Dornier, do hereby amend the above drawing in order to correct errors shown in the angles of Lots 15 and 36, Block 10, above date, as recorded in the Register of Deeds Office, Douglas County, Nebraska.

I HEREBY CERTIFY that I am the identical person whose name appears on the Surveyor's Certificate of said Block 10.

William F. Dornier
William F. Dornier, Land Surveyor 2217

STATE OF NEBRASKA)
County of Douglas)

On this 15th day of July, 1965, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared William F. Dornier, who is personally known by me to be the identical person whose name is above, and he did acknowledge the execution of the foregoing affidavit to be his voluntary act and deed.

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



Margaret A. Boyles
Notary Public

My commission expires on March 2, 1975

Notary Public

Witness to the and official seal on the date last aforesaid. I have voluntarily and freely executed the foregoing instrument and do hereby certify that I am the identical person whose name appears in the foregoing instrument and who is personally known to me to be the identical person whose name appears in the foregoing instrument and who is personally known to me to be the identical person whose name appears in the foregoing instrument.

COUNTY OF DOUGLAS) ss STATE OF NEBRASKA)

William F. Borner, Land Surveyor #337

I HEREBY CERTIFY that I am the identical person whose name appears in the foregoing instrument and who is personally known to me to be the identical person whose name appears in the foregoing instrument.

William F. Borner, do hereby submit the above drawing in order to correct certain errors in the angles of lots 12 and 36, Block 10, Raven Oaks, as recorded in Book 439, Page 698, of records in the Register of Deeds Office, Douglas County, Nebraska.

West 1/2 of Section 20, all in T 18 N. R 13 E of the 2nd Principal Meridian, Douglas County, Nebraska.

A-7-1-D-A-V-1-1

The angle in the southeasterly corner of said lot to be read "seventy-eight degrees, forty-nine minutes, twenty seconds (78° 49' 20") instead of "seventy-five degrees, forty-six minutes, thirty-five seconds (75° 46' 35)".
The angle in the southeasterly corner of said lot to be read "seventy-eight degrees, forty-nine minutes, twenty seconds (78° 49' 20") instead of "seventy-five degrees, forty-six minutes, thirty-five seconds (75° 46' 35)".
The angle in the southeasterly corner of said lot to be read "seventy-eight degrees, forty-nine minutes, twenty seconds (78° 49' 20") instead of "seventy-five degrees, forty-six minutes, thirty-five seconds (75° 46' 35)".

57 1 PM 26 22 20

RAVEN OAKS

13 mps

Handwritten notes and signatures on the left side of the page.



PROTECTIVE COVENANTS AND RESTRICTIONS

Raven Oaks Addition

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2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for each violation, but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

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4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and a plan showing the location of such building or structure have been approved in writing by the Architectural Committee of Timberline Cooperative Association as to conformity and harmony of external design with structures, topography and finished ground.

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6) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, and shall any structure of a temporary character be used as a residence.

7) Dwellings shall be restricted to the following minimum square foot ground floor areas (exclusive of garages, breezeways, porches and basements):

(a) 1,200 square feet ground floor area for all lots in Blocks 13, 15, 16, unless used for recreational purposes as provided herein.

(b) 1,350 square feet for all the remaining lots, except Lots 14 through 17 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, unless used for recreational purposes as provided herein.

(c) For all two story, one and one half buildings and all other two story low dwellings on all lots in subdivision a minimum of 2,000 square feet, exclusive of basement, with a ground level minimum of 1,000 square feet.

8) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of brick or poured concrete, such walls shall be faced or veneered on the front and side elevations, with brick or stone or any other material approved by the Architectural Committee.

All chimneys must be of masonry materials and shall be faced or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

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18) A perpetual license and easement is hereby reserved in favor of and granted to the South Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew poles, conduits and poles with the necessary supports, cross-arms, cross-arms, guys and anchors and other installations 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, upon and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns, of Lots 4 through 11, inclusive Lots 13 through 20, and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots, for the purpose of ingress, egress and access to each of said lots.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this 24th day of December, 1965.

TIMBERLINE COOPERATIVE ASSOCIATION,
Trustee.

By Joseph S. Graton
President



100-100-100-100

Section 15, Township 36 N., Range 10 E., 1st P.M., 1893-77. Then
 S. 87° 01' 00" W. along the East line of the NW 1/4 of said Section 15, then
 S. 89° 58' 00" W. 55.0 feet; thence S. 87° 01' 00" W. 200.00 feet to a point on the Easterly
 curved R.O.W. line of 53rd Avenue, thence on a curve to the left (radius being 794.51 feet)
 along the Easterly R.O.W. line of 53rd Avenue, chord bearing N. 22° 00' 00" W., an arc dis-
 tance of 41.00 feet; thence S. 87° 01' 00" W. 50.0 feet to a point on the westerly R.O.W.
 line of 53rd Avenue; thence on a curve to the right (radius being 794.51 feet) along the
 westerly R.O.W. line of 53rd Avenue, chord bearing S. 22° 00' 00" W., an arc distance of
 221.74 feet to a point of reverse curve; thence on a curve to the left (radius being
 442.33 feet) along the westerly R.O.W. line of 53rd Avenue, chord bearing S. 22° 00' 00" W.,
 an arc distance of 159.13 feet to a point of intersection with the Easterly R.O.W. line of
 Clay Street; thence N. 70° 29' 00" W. along the North line of Clay Street, 80.54 feet
 to a point of curve; thence on a curve to the left (radius being 789.90 feet) along the
 North R.O.W. line of Clay Street, chord bearing N. 32° 00' 00" W., an arc distance of 99.82
 feet; thence N. 15° 36' 10" W. 105.0 feet; thence N. 39° 00' 00" W. 12.70 feet; thence
 N. 8° 00' 00" W. 225.15 feet; thence N. 16° 45' 00" W. 274.92 feet; thence S. 73° 45' 00" W.
 465.0 feet; thence S. 75° 15' 00" W. 180.0 feet; thence S. 75° 45' 00" W. 180.0 feet to a
 point on the Easterly R.O.W. line of Raven Oaks Drive; thence S. 75° 45' 00" W. 182.0 feet;
 thence S. 17° 29' 00" W. 1,543.68 feet; thence S. 23° 14' 20" W. 121.79 feet to the Easterly
 curve; R.O.W. line of 57th Street; thence on a curve to the left (radius being 1027.64
 feet) along the Easterly R.O.W. line of 57th Street, chord bearing N. 18° 30' 00" W. an
 arc distance of 1,699 feet; thence N. 18° 30' 00" W. along the Easterly R.O.W. line of
 57th Street, 75.0 feet; thence N. 17° 01' 30" W. 291.74 feet; thence N. 26° 42' 00" W.
 27.05 feet; thence N. 68° 11' 00" W. 200.0 feet; thence S. 57° 30' 00" W. 200.0 feet; thence
 S. 44° 00' 00" W. 100.0 feet; thence S. 42° 47' 50" W. 110.34 feet; thence S. 58° 58' 30"
 225.84 feet to the point of intersection with the Easterly R.O.W. line of Willis Street; thence on a curve to the left
 (radius being 112.83 feet) along the Easterly R.O.W. line of Willis Street, chord bearing
 N. 17° 00' 00" W. an arc distance of 112.83 feet to a point of curve; thence on a
 curve to the right (radius being 181.2 feet) along the Northern R.O.W. line of Willis
 Street, chord bearing S. 23° 00' 00" W. an arc distance of 277.00 feet; thence S. 23° 00' 00"
 W. along the Northern R.O.W. line of Willis Street, 210.34 feet to a point of intersection
 with the West line of the SW 1/4 of said Section 15; thence S. 02° 40' 00" W. 520.0 feet
 to the point of beginning. (south line of said Section 15 assumed West-West direction)

July 4, 1965

William P. Doran, Land Surveyor No. 21

PROTECTIVE COVENANTS AND RESTRICTIONS

Raven Oaks Addition

The TIMBERLINE COOPERATIVE ASSOCIATION, a Nebraska corporation, as Trustee and owner of all lots in Raven Oaks, a subdivision in Douglas County, Nebraska, except Lot 9 in Block 11, Lot 3 in Block 10, and all of Block 12 and Block 13, does hereby state, publish and declare that all said lots owned by the Association, are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots, it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or Court order shall way effect any of the other provisions, which shall remain in full force and effect.

3) Lot 36 in Block 2 shall be used for school purposes including all relating activities; Lot 29 and 44 in Block 2; Lot 27 in Block 10; Lots 43 and 60 in Block 7; Lot 13 in Block 9, and Lot 1 in Block 8; Lot A and Lots 16 through 19 inclusive in Block 14, may be used for park and recreational purposes.

All the remaining Lots now owned by the Association, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, shall be known and described as residential lots and all dwellings constructed on them shall be single family dwellings and said structures are not to exceed two stories in height, and shall have a minimum of double side by side attached or double side by side under house, or double side by side detached garages.

4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Committee of Timberline Cooperative Association as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

5) That 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. Outside trash containers are prohibited and outside burning of trash of any kind is prohibited

6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

7) Dwellings shall be restricted to the following minimum square foot ground floor areas (exclusive of garages, breezeways, porches and basements):

(a) 1,200 square feet ground floor area for all lots in Blocks 14, 15, 16, unless used for recreational purposes as provided herein.

(b) 1,350 square feet for all the remaining lots, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, unless used for recreational purposes as provided herein.

(c) For all two story Cape Cod type buildings and all other two story type dwellings on all lots in subdivision a minimum of 2,000 square feet, exclusive of basement, with a ground level minimum of 1,000 square feet.

8) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front and side elevations, with brick or stone or any other product approved by the Architectural Committee.

All chimneys must be of masonry materials and shall be faced (or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

10) Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

11) No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the Architectural Committee.

12) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.

13) Sidewalks will be constructed at the same time of the building of the improvement and shall be four feet wide and shall be set in four feet back of the curb.

14) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

15) No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein, without the permission in writing of the Board of Directors of the Timberline Cooperative Association.

16) Any grade change exceeding 18 inches must have the approval of the Architectural Committee.

17) With the prior approval of the Architectural Committee of the Association, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure release from the established zoning requirements.

However, the Architectural Committee shall not have the right to approve a request for rezoning of any lot in this area.

18) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and 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, upon and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns, of Lots 4 through 11, inclusive Lots 13 through 20, and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots, for the purpose of ingress, egress and access to each of said lots.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this 24th day of December, 1965.

TIMBERLINE COOPERATIVE ASSOCIATION,
Trustee,

By Joseph P. Chabon
President



Secretary

STATE OF NEBRASKA)

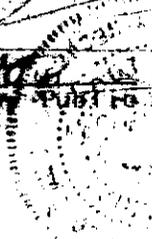
COUNTY OF DOUGLAS)

SS

On this 24th day of December, 1965, before me, the undersigned,
 a Notary Public in and for said County, personally came JOSEPH S. GRABOW,
 President of TIMBERLINE COOPERATIVE ASSOCIATION (a corporation), to me
 personally known to be the President and the identical person whose name
 is affixed to the above instrument, and acknowledged the execution thereof
 to be his voluntary act and deed as such officer and the voluntary act and
 deed of said corporation as Trustee 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.

Notary Public



[This section contains extensive handwritten scribbles, signatures, and illegible text. Some legible fragments include:]

1034
 1029
 4640
 4750

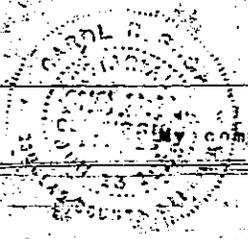
AMENDED PROTECTIVE COVENANTS & RESTRICTIONS
RAVEN OAKS

WE, THE UNDERSIGNED, being all of the owners of the lots in Raven Oaks, a subdivision in Douglas County, Nebraska, except Lot Nine (9) in Block Eleven (11), Lot Three (3) in Block Ten (10) and all of Blocks Twelve (12) and Thirteen (13), do hereby state, publish and declare and herewith amend as follows the Protective Covenants and Restrictions executed by Timberline Cooperation Association, dated December 24, 1965 and recorded February 22, 1966 at Book 434, Page 425, Miscellaneous Records, in the Office of the Register of Deeds, Douglas County, Nebraska

That Lots Seventeen (17) through Twenty-Two (22), inclusive, in Block Sixteen (16) and Lots Twenty (20) and Twenty-One (21) in Block Fourteen (14), Raven Oaks Addition may be used for Church purposes, including all related activities in connection therewith.

Legal Description	Owner
Lot 6 Block 1	James H. Hergert Helen M. Hergert
Lot 19 Block 7	Earl T. Harvey Mary Jane Harvey

STATE OF NEBRASKA
COUNTY OF DOUGLAS On this 1st day of February 19 67 before me, the undersigned, a Notary Public in and for said County Personally came JAMES H. HERGERT AND HELEN M. HERGERT, husband and wife, and EARL T. HARVEY AND MARY JANE HARVEY, husband and wife the identical persons and whose names are affixed to the above instrument have acknowledged said instrument to be their voluntary act and deed.
WITNESS my hand and Notarial Seal the date last aforesaid.



[Signature]
Notary Public

My commission expires on the 13 day of *June* A.D. 1968

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

MAR 17 AM 5 29

RECEIVED

447-45-1
MCC

575-325
485-587

Handwritten signatures and initials

Handwritten notes at bottom right

RAVEN OAKS

LOTS 1 THROUGH 9 INCLUSIVE, BLOCK 1, LOTS 1 THROUGH 28 INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 12 INCLUSIVE, BLOCK 3, LOTS 1 THROUGH 3 INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 15 INCLUSIVE, BLOCK 5, LOTS 1 THROUGH 17 INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 14 INCLUSIVE, BLOCK 7, LOTS 1 THROUGH 14 INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 21 INCLUSIVE, AND LOTS 1 THROUGH 7, BLOCK 9, LOTS 1 THROUGH 14 INCLUSIVE,
BLOCK 10, LOTS 1 THROUGH 37 INCLUSIVE, BLOCK 11,
BEING A PLATTING OF PART OF THE SW 1/4 OF SECTION 9, TOGETHER WITH PART
OF THE NW 1/4 OF SECTION 30, 44 N. T41R R1E OF THE 2ND PM DISTRICT, DAKOTA COUNTY,
NEBRASKA, TOGETHER WITH THE SEVENTH FEET OF VACATED COUNTY ROAD 211D,
ABUTTING ON THE SOUTH



1937
Dated this 12th day of June, 1937
J. W. [Name]
Surveyor

1937
Dated this 12th day of June, 1937
J. W. [Name]
Surveyor

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, TIMBERLINE COOPERATIVE ASSOCIATION, (a Nebraska corporation), GEORGE A. PETERSON and Alice G. Peterson (husband and wife), MORTGAGEES, being, respectively, the sole owner and mortgage holders of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots, blocks and streets, to be numbered and named as shown, said subdivision to be hereafter known as RAVIN HARK, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public for public use, the streets and easements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and replace, maintain, repair and renew cables, conduits, and 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, upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 side lot line easement is granted upon the special condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within 15 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal; then this wide line easement shall automatically terminate and become void as to such unused ground and easement ways.

COOPERATIVE ASSOCIATION

Joseph Grabow, President
Louis A. Seminary, Secretary

George A. Peterson
Alice G. Peterson

PETITION

KNOW ALL MEN BY THESE PRESENTS: That we, Timberline Cooperative Association, (a Nebraska corporation), being the sole owner of the abutting property, hereby petition the City Council of Omaha, Nebraska, to vacate that part of County Road 2110 (also known as, Sheffield Street, 54th Avenue and Potter Street), described as follows:

COUNTY ROAD 2110 VACATION: Beg. being at a point on the west line of the NE 1/4 of the NW 1/4 of sect. 30, T 16 N., R 13 W. of the 6th P.M., Douglas County, Nebraska, 75.00 feet N 00° 02' 00" W. of the southwest corner of said NE 1/4 of the NW 1/4 of Section 30, thence S 89° 58' 35" W. 512.82 feet, thence S 20° 01' 42" W. 736.92 feet, thence N 89° 58' 35" W. 512.82 feet to a point on the westerly curved R.O.W. line of Morrison Bridge Road, thence Northwesterly on a curve to the right along said westerly curved R.O.W. line of Morrison Bridge Road (radius being 1027.94 feet) for an arc distance of 9.04 feet, thence N 89° 58' 35" W. 512.82 feet, thence N 20° 01' 42" W. 736.92 feet, thence N 89° 58' 35" W. 512.82 feet; thence S 90° 02' 00" W. 75.00 feet to the point of beginning. (The west line of said NE 1/4 of the NW 1/4 of section 30 assumed N 00° 02' 00" W. as its direction.)

TIMBERLINE COOPERATIVE ASSOCIATION
Joseph Grabow, President
Louis A. Seminary, Secretary

ACKNOWLEDGMENTS OF OATH

STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this 22nd day of June, 1965, before me, a notary public, duly commissioned and qualified in and for said county, appeared Joseph S. Grabow and Louis A. Seminary, who are personally known by me to be, respectively, the President and Secretary of Timberline Cooperative Association, (a Nebraska corporation), and they did acknowledge their execution of the foregoing Dedication and Petition to be their voluntary act and deed, and the voluntary act and deed of said corporation.
Witness my hand and official seal, in Omaha, Nebraska, the date last aforesaid.

Notary Public
J. P. DeBow

STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this 22nd day of June, 1965, before me, a notary public, duly commissioned and qualified in and for said county, appeared George A. Peterson and Alice G. Peterson (husband and wife), who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in this plat, as embraced in this plat, as shown by the records of this office, this 22nd day of June, 1965.

APPROVAL OF CITY ENGINEER

I hereby approve the plat of RAVIN HARK, on this 19th day of July, 1965.
J. P. DeBow, City Engineer

APPROVAL OF CITY PLANNING BOARD

This plat of RAVIN HARK was approved by the City Planning Board of the City of Omaha on this 21st day of July, 1965.
A. J. Anderson, Chairman, City Planning Board

APPROVAL OF OMAHA CITY COUNCIL

This plat of RAVIN HARK was approved and accepted by the City Council of Omaha on this 21st day of July, 1965.
W. F. DeBow, Mayor
Mary Ann DeBow, President

Raven Oaks

Plat and Dedication
Filed 8-27-65, in Book 1278 Page 127, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land ~~abutting the front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Filed 2-26-66, in Book 434 at Page 429, Instrument No. _____

✓ Omaha Public Power District,
U.S. West Communications
✓ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining rear} ~~abutting the front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

A perpetual license & lease is reserved in favor of granted owners
into 4 thru 11 inclusive lot 13 thru 20 and lot 33 all in BK 10 for construction
& maintenance of Private driveway or Roadway and walk ways over and

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

upon portion of said lots for the purpose of ingress, egress
and access to each of lots.

add 519-569 filed 3-7-73 copy
add 439-662 filed 7-26-66 copy