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No 507-121

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OAK HEIGHTS, THIRD PLATTING**

THIS DECLARATION, made on the date hereinafter set forth by  
THE BARON CORPORATION, a Nebraska Corporation, hereinafter referred to as  
the "Declarant",

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the following described  
real property:

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✓ Lots 3 to 19 inclusive, Block 17    ✓ Lots 3 to 26 inclusive, Block 18  
✓ Lots 3 to 17 inclusive, Block 15   ✓ Lots 1 to 32 inclusive, Block 21  
✓ Lots 11 to 14 inclusive, Block 13   ✓ Lots 1 to 9 inclusive, Block 22  
In Oak Heights 3rd Platting, a Subdivision, as surveyed, platted,  
and recorded in Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain  
protective covenants, conditions, restrictions, reservations, liens and  
charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the  
lots described above shall be held, sold, and conveyed subject to the fol-  
lowing easements, restrictions, covenants, and conditions, all of which  
are for the purpose of enhancing and protecting the value, desirability  
and attractiveness of said lots. These easements, covenants, restric-  
tions, and conditions shall run with said real property and shall be binding  
upon all parties having or acquiring any right, title or interest in the  
above described lots, or any part thereof, and they shall inure to the  
benefit of each owner thereof.

**PART A - RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA**

A-1. No building shall be created, altered, placed, or permitted  
to remain on any lot other than one detached single-family dwelling, not  
to exceed two stories in height, nor containing finished living areas,

- A-2. No lot shall be used except for residential purposes.
- A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- A-4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
- A-5. Dwellings shall not be moved from outside of Oak Heights 3rd Platting to any lot.
- A-6. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any lot at any time.
- A-7. No mobile home, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.
- A-8. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.
- A-9. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

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A-11. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, as stipulated hereinafter.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick or concrete block simulating brick, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. No fence, decorative or otherwise shall be erected, placed,

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Declarant or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within ten (10) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

PART B. EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a 5-foot strip of land adjoining the rear and side boundary lines of each lot, said licenses being granted for the use and benefit of all present and future owners of said lots; provided, however, that said side lot line easements are granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without being replaced within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, 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.

B-2. All telephone and electric power service lines from property

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C-2. The Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C-3. The covenants and restrictions of this Declaration shall run with and bind the successive owners of each lot in the subdivision for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14 day of June, 1976.

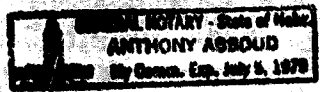
THE BACON CORPORATION, Declarant  
BY David S. Bacon  
President

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STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 14th day of June, 19 76 before me  
the undersigned, a Notary Public in and for said county and  
state, personally came DAVID E. ABBOD, known to  
me to be the President of THE BARON CORPORATION, a  
Nebraska Corporation, whose name is affixed to the attached  
instrument and he acknowledges the execution there of to be  
his voluntary act and deed.

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



*Anthony Abboud*  
Notary Public

My commission Expires  
July 5 1979