

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The Skylark Heights Co-operative Association, a Nebraska Corporation, Trustee, being the owner of Skylark Heights, a subdivision in Douglas County, Nebraska, do hereby state, publish and declare that all lots contained therein are and shall be owned and held under and subject to the covenants, restrictions, and restrictions herein set forth:

1. These Covenants are to run with the land and except for Sec. 9 shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended in successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the owner of any lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute and proceed at law or in equity against the person or persons attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All lots in the tract shall be known and described as residential lots, with no exceptions. All dwellings shall be single family dwellings, except that two family dwellings may be erected on Lots 227 to 231, inclusive. All structures are not to exceed one and one-half stories in height and shall have a minimum of a double attached garage.

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this subdivision

until complete plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Skylark Heights Co-operative Association as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

4. 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.

5. 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.

6. Dwellings shall be restricted to the following minimum square foot floor area for certain sections of the subdivision as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) are as follows:

Area 1. Lots 1 to 80, inclusive - 1600 square feet, ground floor area plus double garage.

Area 2. Lots 81 to 152, inclusive - 1400 square feet, ground floor area plus double garage.

Area 3. Lots 153 to 226, inclusive - 1400 square feet, ground floor area plus double garage.

Area 4. Lots 227 to 231, inclusive - Same as Area 3 if single dwelling, or if duplex, 1600 square feet living space, plus double garage.

7. An easement is reserved over the rear 5 feet of each lot and over five feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

8. Minimum building setback lines shall be as follows:

Location	Front Yard Setback	Side Yard Setback
Area 1. Lots 1 to 80, inc.	50'	25'
Area 2. Lots 81 to 152, inc.	40'	20'
Area 3. Lots 153 to 226, inc.	40'	15'
Area 4. Lots 227 to 231, inc.	40'	15'

The sideyard setback on a corner lot shall not be less than one-half of the distance of the front yard setback, except on Pacific Street where all structures must be located not less than 75 feet from the South line of Pacific Street as now located. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee.

9. For a period of 10 years from the date hereof no owner of any property in the subdivision shall sell, lease, or permit said premises to be occupied by any persons (except domestic servants and members of his family), nor during said period of time shall any person purchase or own any property in said subdivision who are not stockholders of the Skylark Heights Co-operative Association, a corporation, or whose application for membership in said Association, has not been approved by the Board of Directors of said Association, provided however that this paragraph shall not apply to nor prevent the good faith mortgaging or encumbering of said property, nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent the selling, leasing or occupation of said property by any person who has acquired same by operation of law or in satisfaction of any bona fide lien.

10. 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, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of any lot.

11. 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, and 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.

12. 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. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel, or sand.

13. 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 a trade or profession therein, without the permission in writing of the Board of Directors of the Association.

IN WITNESS WHEREOF, said Skylark Heights Cooperative Association,
by its President and Treasurer, thereunto duly authorized by its Board
of Directors, has hereunto set its corporate name and seal this 1st day
of July, 1955.

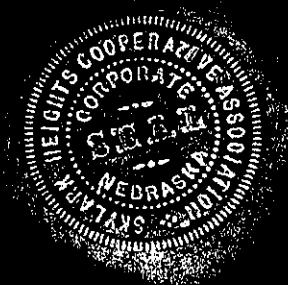
SKYLARK HEIGHTS COOPERATIVE ASSOCIATION

Trustee;

BY W. H. C. Clark
PRESIDENT

Attest:

BY W. C. L. M. SECRETARY



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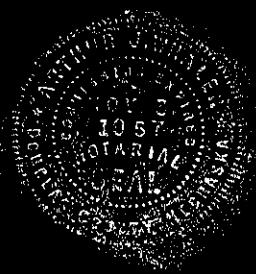
STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

On this 1st day of January, 1955, before me the undersigned,
a Notary Public, personally appeared John J. Laramore, to me
known to be the President of Skylark Heights Cooperative Association
a Corporation, to me personally known to be the identical person whose
name is affixed to the above instrument and he acknowledged the execution
thereof to be his voluntary act and deed as such officer and the volun-
tary act and deed of the Skylark Heights Cooperative Association, as
Trustee, and that the corporate seal of the said Skylark Heights Co-
operative Association was thereto affixed by its authority.

WITNESS my name and Notarial seal in said County the date last
above written.

John J. Laramore

My commission expires on the 6 day of January, 1957.



100
ENTR'D IN NUMERICAL ORDER AND FILED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
JANUARY 1, 1957. R. M. BROWN, CLERK OF COURT
CLERK OF COURT

144-83

the Covenants herein, it shall be lawful for any other person or persons
owning any real property situated in said development or subdivision
to prosecute any proceedings at law or in equity against the persons
attempting to violate any such Covenants and either to prevent
them or them from so doing or to recover damages or other dues for such
violation; but this instrument shall in no wise be construed as placing
any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of these Covenants by Judgment or Order
shall in no wise affect any of the other provisions, which shall
remain in full force and effect.

2. All lots in the tract shall be known and described as
residential lots, with no exceptions. All dwellings shall be single
family dwellings, except that two family dwellings may be erected on
Lots 227 to 231, inclusive. All structures are not to exceed one and
one-half stories in height and shall have a minimum of a double attached
garage.

3. No building, fence, wall, signboard, or other structure shall
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until complete plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Skylark Heights Co-operative Association as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

4. That no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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.

5. Dwellings shall be restricted to the following minimum square foot floor area for certain sections of the subdivision as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) are as follows:

Area 1. Lots 1 to 80, inclusive - 1600 square feet, ground floor area plus double garage.

Area 2. Lots 81 to 152, inclusive - 1400 square feet, ground floor area plus double garage.

Area 3. Lots 153 to 226, inclusive - 1200 square feet, ground floor area plus double garage.

Area 4. Lots 227 to 231, inclusive - Same as Area 3 if single dwelling, or if duplex, 1600 square feet living space, plus double garage.

6. An easement is reserved over the rear 5 feet of each lot and rear five feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

7. Minimum building setback lines shall be as follows:

Location

Front Yard Setback

Area 1. Lots 1 to 80, inc.

50'

25'

Area 2. Lots 81 to 152, inc.

40'

20'

Area 3. Lots 153 to 226, inc.

40'

15'

Area 4. Lots 227 to 231, inc.

50'

25'

The sideyard setback on a corner lot shall not be less than one-half of the distance of the front yard setback, except on Pacific Street where all structures must be located not less than 75 feet from the South line of Pacific Street as now located. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee.

9. For a period of 15 years from the date hereof no owner of any property in the subdivision shall sell, lease, or permit said premises to be occupied by any persons (except domestic servants and members of his family), nor during said period of time shall any person purchase or own any property in said subdivision who are not stockholders of the Skylark Heights Cooperative Association, a corporation, or whose application for membership in said Association, has not been approved by the Board of Directors of said Association, provided however that this paragraph shall not apply to nor prevent the good faith mortgaging or encumbering of said property, nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent the selling, leasing or occupation of said property by any person who has acquired same by operation of law or in satisfaction of any bona fide lien.

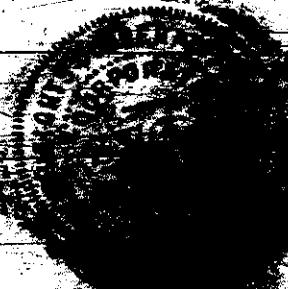
10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of any lot.

11. All lawns, trees, shrubs, hedges, walls, fences, and other appurtenant growth or structure shall be kept 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, and removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of the 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.
12. Erection and maintenance of any stable for other shelter for livestock, or fowl, and the keeping of dog kennels, livestock and fowl within the subdivision, are prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel, or sand.
13. 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 a trade or profession therein, without the permission in writing of the Board of Directors of the Association.

IN WITNESS WHEREOF, said Skylark Heights Cooperative Association, by its President and Treasurer; therunto duly authorized by its Board of Directors, has hereunto set its corporate seal this 1st day of June, 1955.

SKYLARK HEIGHTS COOPERATIVE ASSOCIATION

(Corporate Seal)



209 out of 99

STATE OF NEBRASKA

33

~~COUNTY OF DOUGLASS~~

On this 1 day of June, 1971, before me, the undersigned,
a Notary Public, personally appeared Tom Cawley, to me
known to be the President of Skylark Heights Cooperative Association
a Corporation, to be personally known to be the identical person whose
name is affixed to the above instrument and he acknowledged the execution
thereof to be his voluntary act and deed as such officer and the voluntary
act and deed of the Skylark Heights Cooperative Association; as
Trustee, and that the corporate seal of the said Skylark Heights Co-
operative Association was thereto affixed by its authority.

WITNESS my hand and Notarial seal in said County the date last
above written.

My commission expires on the 1st day of January, 1907.



RECORDED AND INDEXED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
15th day of January, 1950, by THOMAS J. O'CONNOR, REGISTER OF DEEDS.

AN ORDINANCE extending the limits of the City of Omaha over certain land in Douglas County, Nebraska, and incorporating the same into and making the same a part of the City of Omaha, and repealing any and all ordinances insofar as they conflict with this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the corporate limits of the City of Omaha be extended over and that there be included therein the following described land in Douglas County, Nebraska, which presently adjoins the City Limits of the City of Omaha, as it now exists:

Beginning at a point on the existing City Limit line as established by Ordinance No. 22193, said point being on the north line of the southeast one quarter (SE 1/4), Section 29, Township 15 north, Range 12 east of the 6th Principle Meridian, Douglas County, Nebraska; and one thousand fifty-six and eight tenths feet (1,056.8') west of the northeast corner of said southeast one quarter (SE 1/4); thence west along the north line of said southeast one quarter (SE 1/4) to the southeast corner of Lot 109, Bel Air Second Addition located in the northeast one quarter (NE 1/4), Section 29, Township 15 north, Range 12 east of the 6th Principle Meridian, Douglas County, Nebraska, as platted and recorded in Douglas County, Nebraska; thence north along the west line of 113th Street to the south line of Bel Air Drive; thence west along the south line of Bel Air Drive to the east line of 114th Street, said point also being the northwest corner of Lot 112, said Bel Air Second Addition; thence north along the east line of 114th Street to a point thirty-three feet (33') east of and one hundred feet (100') south of the northwest corner of the northeast one quarter (NE 1/4) of said Section 29; thence northwesterly to a point thirty-three feet (33') west of and fifty feet (50') south of the northeast corner of the northwest one quarter (NW 1/4) of said Section 29, said point also being the northeast corner of Lot 30, Skylark Heights Addition as platted and recorded in Douglas County, Nebraska; thence west along the south line of Pacific Street to the northwest corner of Lot 1, said Skylark Heights Addition; thence south along the easterly Right-of-Way line of 118th Street to the westernmost center of Lot 18, said Skylark Heights Addition; thence westerly to the northeast corner of Lot 226, said Skylark Heights Addition; thence northwesterly along the east line of Lot 226 extended and the east line of Lot 227 to the northeast corner of said Lot 227; thence west along the north lines of Lots 227 through 231 inclusive, said Skylark Heights Addition to the northwest corner of Lot 231, said Skylark Heights Addition; thence south along the west line of said Lot 231 to the southwest corner of said Lot 231; thence westerly to the northeast corner of Lot 1, Block 1, Pine Wood Addition, an addition in the northeast one quarter (NE 1/4), Section 30, Township 15 north, Range 12 east of the 6th Principle Meridian, Douglas County, Nebraska, as platted and recorded in Douglas County, Nebraska; thence West along the north lines of Lots 1 through 12 inclusive and Lot 20, Block 1, said Pine Wood Addition to the northwest corner of said Lot 20; thence southerly along the west lines of Lots 20,

10, 18, 17, and 16, said Block 1 to the southwest corner of Lot 16, said Block 1; thence southerly to the northwest corner of Lot 5, Block 5, said Pine Wood Addition; thence southerly along the west lines of Lots 5 and 4, Block 5, said Pinewood Addition and the west line of Lots 10, 9, 8, 7, and 6 of Block 3, Pine Wood Third Addition as platted and recorded in Douglas County, Nebraska, to the southwest corner of said Lot 6; thence southerly to the northwest corner of Lot 3, Block 4, said Pine Wood Third Addition; thence southerly along the west line of said Lot 3, to the southwest corner of said Lot 3; thence east along the south line of Lots 3, 2, and 1, said Pine Wood Third Addition, and the south line of the northeast one quarter (NE 1/4) Section 30, Township 15 North, Range 12 east of the 6th Principal Meridian, Douglas County, Nebraska, to the southeast corner of the northeast one quarter (NE 1/4) of said Section 30; thence east along the south line of the northwest one quarter (NW 1/4) of Section 29, Township 15 north, Range 12 east of the 6th Principle Meridian, Douglas County, Nebraska, thirty-three feet (33'); thence south to the northwest corner of Lot 7, Block 1, Happy Hollow View as platted and recorded in Douglas County, Nebraska; thence east along a line twenty-five feet (25') south of and parallel to the said south line of the northwest one quarter (NW 1/4) of said Section 29 to the northwest corner of Lot 1, Block 3, said Happy Hollow View; thence south along the west line of Lots 1, 2, 7, and 8, Block 3, said Happy Hollow View and said west line extended south and the west lines of Lots 1, 2, 7, and 8 of Block 4, said Happy Hollow View and said west line extended south and the west line of Lot 1, Block 8, Happy Hollow View to the southwest corner of said Lot 3; thence east along the south lines of Lots 3 and 2 of said Block 8, to the southeast corner of Lot 2, said Block 8; thence north along a line thirty-three feet (33') west of and parallel to the east line of the southwest one quarter (SW 1/4) of said Section 29 to a point nine hundred ninety-two feet (992') south of and thirty-three feet (33') west of the northeast corner of the southwest one quarter (SW 1/4) of said Section 29; thence east to a point thirty-three feet (33') east of and nine hundred ninety-two feet (992') south of the northwest corner of the southeast one quarter (SE 1/4) of said Section 29; thence east three hundred feet (300') along a line nine hundred ninety-two feet (992') south of and parallel to the north line of the southeast one quarter (SE 1/4) of said Section 29 to the southwest corner of Lot 41, West Rockbrook Addition; thence east along the south line of Lot 41, said West Rockbrook Addition and said south line extended east and the south lines of Lots 42 and 49, said West Rockbrook Addition, and the said south line extended east and the south line of Lot 50 and the said south line of Lot 50 extended east to its intersection with the easterly Right-of-Way line of Interstate Highway No. 280; thence northerly along the easterly right-of-way line of said Interstate Highway No. 280, said easterly line also being the existing City Limit line to the point of beginning.

A map of the area is attached hereto, marked "Exhibit A," and by this reference made a part of this ordinance. The land to be annexed is marked thereon in color, but said map is for convenience and, in case of discrepancy, the

description in this section shall be controlling. The said territory upon the taking effect of this ordinance shall be and become incorporated into, merged in, and be a part of the City of Omaha, Nebraska, and subject to the jurisdiction thereof and to its laws and ordinances.

Section 2. That any and all ordinances of the City of Omaha insofar and only insofar as they conflict herewith, be, and they hereby are, repealed.

Section 3. That this Ordinance shall be in full force and take effect

on July 1, 1965.

INTRODUCED BY COUNCILMAN

Harry Trustin

APPROVED BY:

James J. Dworak

MAYOR OF THE CITY OF OMAHA

6/18/64

DATE

PASSED:

June 16, 1964

APPROVED AS TO FORM:

Frederick A. Brown
DEPUTY CITY ATTORNEY

ATTEST:

Mary Galligan Cornett
CITY CLERK OF THE CITY OF OMAHA

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

Mary Galligan Cornett
CITY CLERK

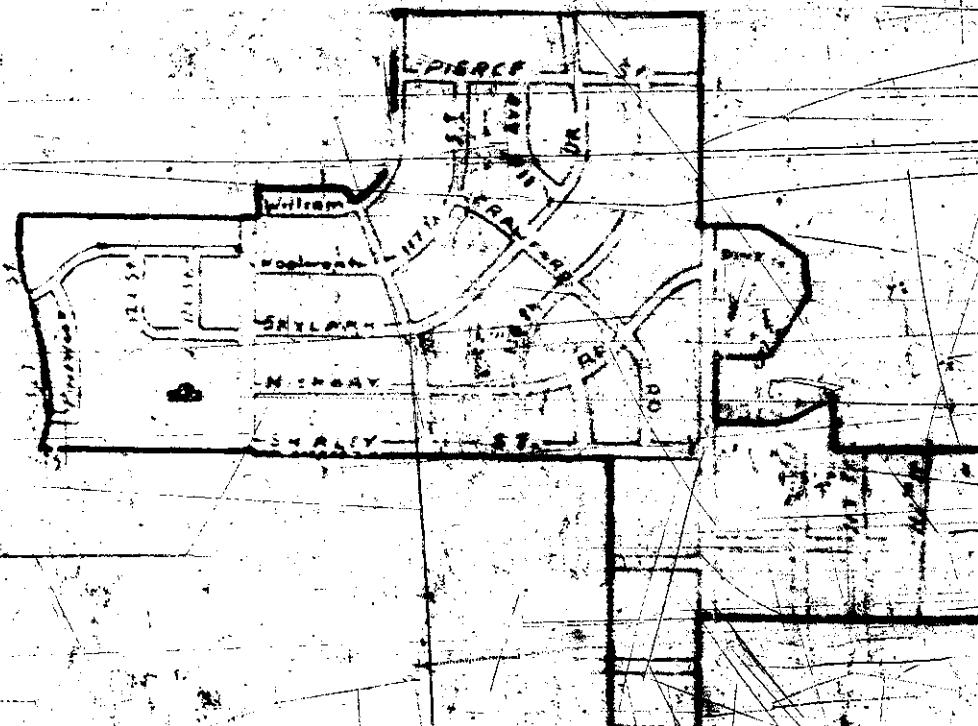
BY

BOOK 427 PAGE 396

~~Cutter~~
Adm
Act

~~FRANKLIN CITY LIMIT~~

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SEARCHED IN THE OFFICE OF THE CLERK AND INDEXED IN THE REGISTER OF DEEDS OFFICE IN BOWLES COUNTY, WIS.
100-23330

12-20-1967, 10:00 AM AT 2333 P.M. THOMAS J. SPENCER, MEMBER OF BUREAU

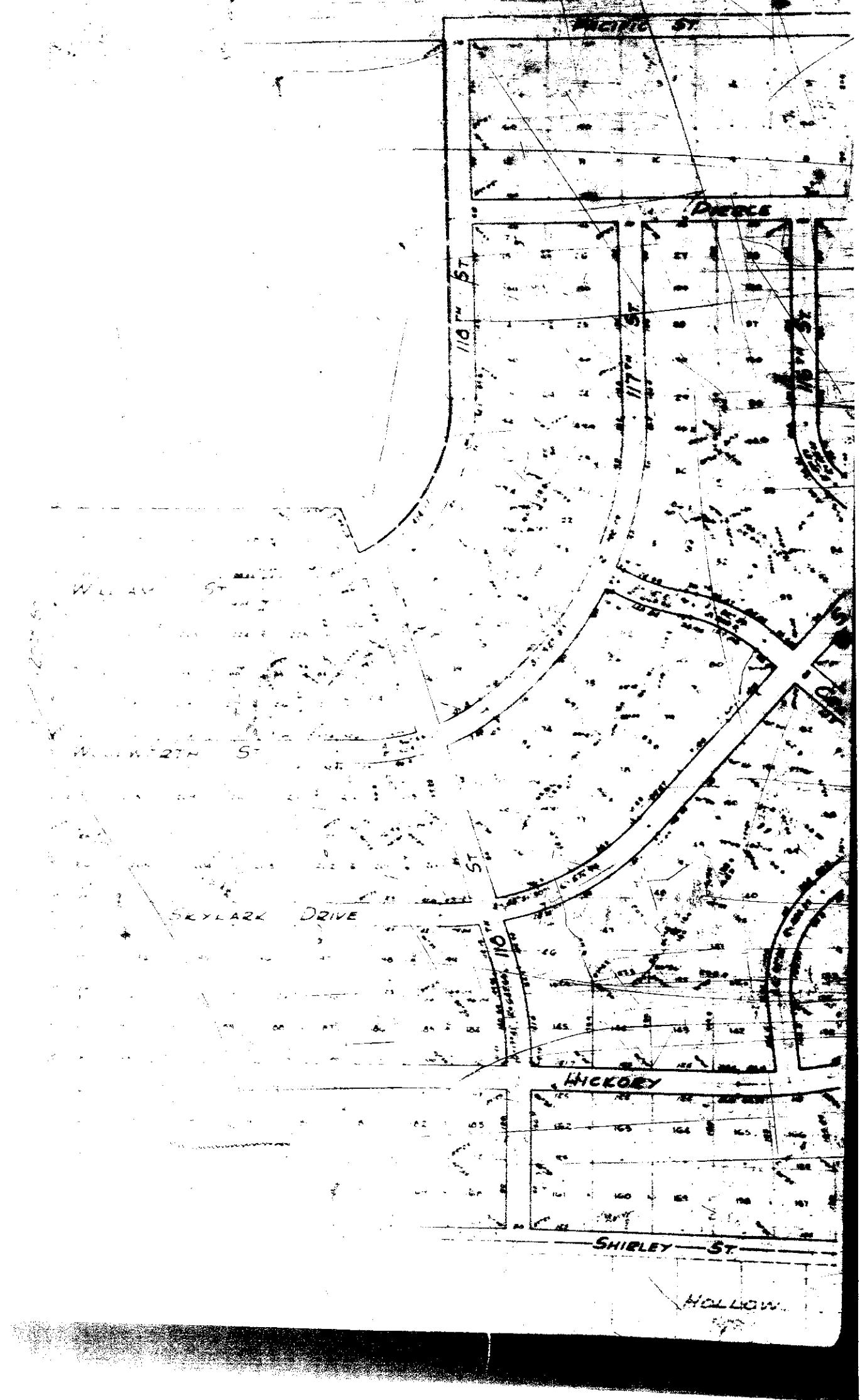
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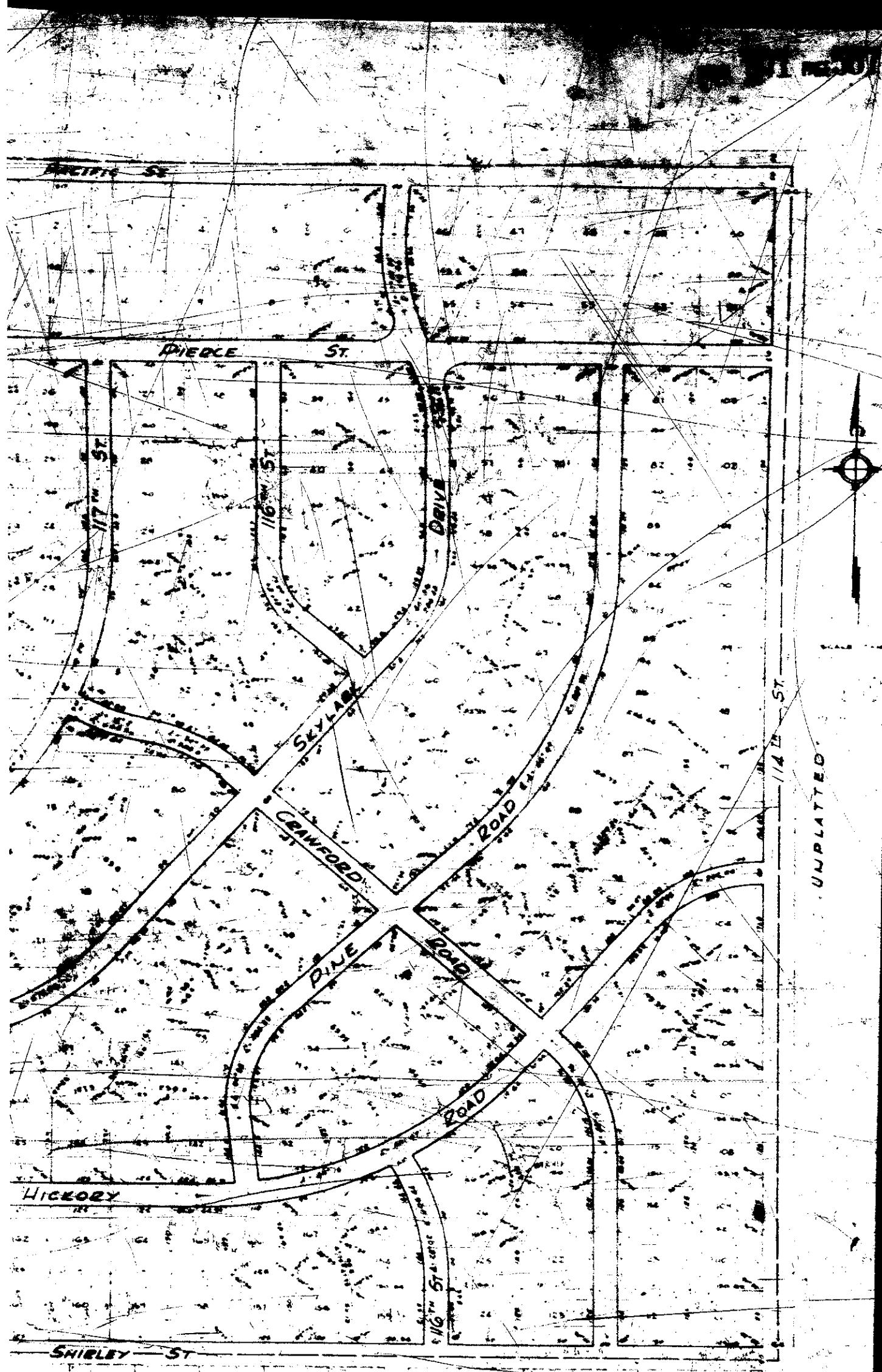
THEORY I: OPTIMIZATION, NUMBER OF PARTS

1013

SKYLARK HEIGHTS ADDITION

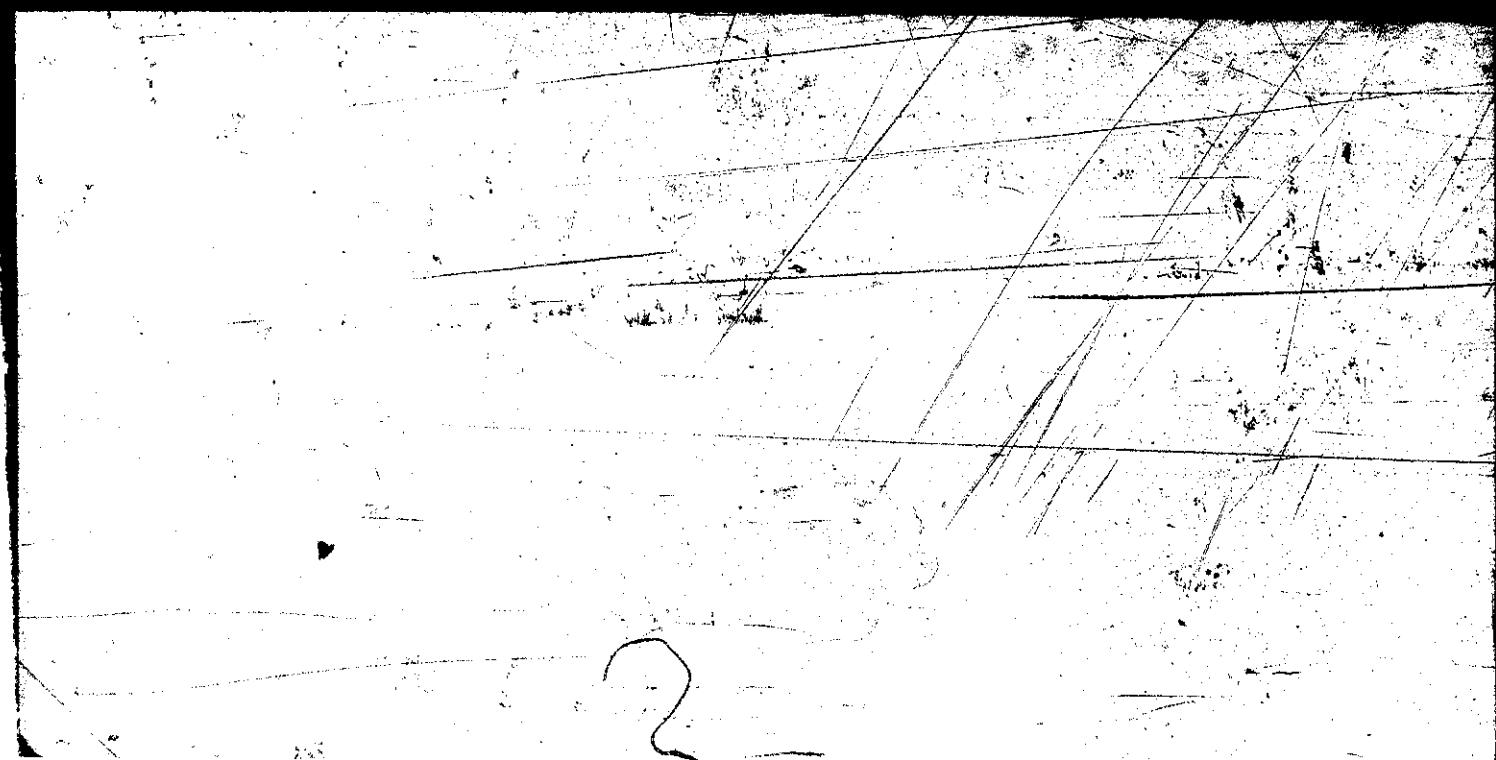
A PLAT OF A PART OF THE 1/4 SECTION EXTENT LIZE IN THE C.H.D.M.





HOLLOW

VIEW



*Keep the
Promises
you make*

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Cards

ACKNOWLEDGEMENT

State of Nebraska }
Dawson County }

on this, 11th day of January 1955 before me, the undersigned,
a Notary Public in and for said County, personally came
Domenic J. Carvali, President of the Skylark Heights Cooperative
Association, to me personally known to be the President and
the identical person whose name is affixed to the above
conveyance and witnessed the execution thereof to be his
voluntary act and deed as such officer and the voluntary
act and deed of the Skylark Heights Cooperative Association
Trustee, and that the corporate seal of the said Skylark
Heights Cooperative Association was thereto affixed by its
authority.

Witness my hand and material seal at _____ in said county this day and year last above written.

My commission expires the 12 day of October, 1919.

Notary Public