

49-10759A

**THOUSAND OAKS ADDITION
RESTRICTIVE COVENANTS**

These covenants, conditions, and restrictions contained in this instrument are declared to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of those lots which become subject to this instrument as a result of execution of same by the present titleholders of any and all lots in the Thousand Oaks Additions described as, Lots one (1) through fifty-four (54), and Replat Lots one (1) through five (5) inclusive in Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska, has been recorded, agreeing to change such covenants, conditions, and restrictions in whole or in part.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The SID #24 Board reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the Board deems it necessary or advisable in unusual circumstances or to prevent hardship.

It is the intention of the Board that all buildings erected in Thousand Oaks Addition shall be so constructed as to blend in harmoniously with the natural surroundings and that as little of the natural surroundings, specifically trees, shall be removed or altered during the course of construction.

1. All lots shall be used only for single family residential purposes. No building shall be erected on any lot having a width of less than seventy-five feet at the minimum building set-back line or upon any lot having an area of less than 20,000 sq. ft.
2. No building shall be erected which shall exceed 2 1/2 stories in height.
3. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of gas, electric, telephone and water facilities, provided, however, all of such facilities shall be installed beneath the ground.
4. No dwelling shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of the house on the lot of such dwelling from the signers of these covenants, their heirs, assigns or an approving committee appointed by the signers of these covenants.
5. In the construction of all dwellings of exposed foundations facing any street shall be of brick or stone style. All other exposed foundations shall be painted, all roofs shall be of wood shake construction, asphalt or a synthetic material which will blend in with the environment.
6. No additional fences shall be erected on any lot without the approval Board of SID #24.
7. No animals other than household pets shall be kept on the homeowners property and dogs shall be restrained to the homeowners property.
8. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed in any vacant lot.

99-10759B

9. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No short-wave radio towers or aerial shall be erected on any building or plot. No permanent posters or advertising signs of any kind, except "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, or incinerators shall be erected. No outside burning shall be allowed. All fuel tanks must be buried beneath ground level. All weeds and grass shall be kept cut to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash and debris.

10. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery likewise be prohibited for any period longer than 30 days, unless approved by this board. No extended street parking shall be permitted.

11. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans. No additional outbuildings of any type may be constructed without approval of the approval Board of SID #24.

12. 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 and maintenance of any street or walkway or the unobstructed view at street intersections sufficient for the safety of pedestrians or vehicles.

13. For the protection and safety of those living in Thousand Oaks and for the preservation of existing wildlife, the discharge of firearms is strictly prohibited. The discharge of fireworks is prohibited except for the period around the 4th of July and New Years.

14. Grading of lots in Thousand Oaks Addition in preparation for construction of dwellings shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible. The cutting down, destruction, mutilation of any of the trees in Thousand Oaks Addition during the construction of dwellings is subject to the approval Board of SID #24.

15. If construction of the main residential structure on any lot is not completed within one year of beginning date, then the undersigned shall have the exclusive option for 60 days thereafter to repurchase said lot from the then owner of record for the same price as the undersigned originally sold such lot. Said option may be exercised by written notice mailed to the record owner of the lot at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option.

16. The lake which is a portion of this addition is restricted to use by sail boats, row boats and canoes. No powered craft are allowed thereon.

17. Nothing contained in this instrument shall in any way be construed as imposing on the Board any liability, obligation, or requirement for its enforcement.

18. It shall be lawful, not only for the grantors, their successors and assigns, but also for the owner of owners for any lot or lots adjoining or in the neighborhood of the premises hereby granted, who have derived or who shall hereafter derive title from or through the grantors to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate these covenants.

99-107592

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: PATRICIA MCCALLION and _____
as owner, or owners, of Lot 5 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

Patricia M. Callion

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

The foregoing instrument was acknowledged before me by:

Patricia M. Callion

as Grantor/Grantors this 7 day of November, 1998

seal



Sally L. McGuire
Notary Public

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: THEODORE URBANEK and Mae UrbaneK
as owner, or owners, of Lot 119-92 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

Theodore UrbaneK

Mae UrbaneK

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

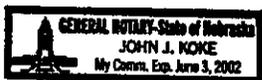
The foregoing instrument was acknowledged before me by:

THEODORE URBANEK

Mae UrbaneK

as Grantor/Grantors this 7TH day of NOVEMBER, 1998

seal



John J. Noke
Notary Public

99-107503

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Thomas P. Nicholson and Donna L. Nicholson
as owner, or owners, of Lot 4 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

Thomas P. Nicholson Donna L. Nicholson

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:
Thomas P. Nicholson Donna L. Nicholson
~~Thomas P.~~

as Grantor/Grantors this 7th day of November, 1998



seal

John J. Noke
Notary Public

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Roderick L. Hunt and Dena M. Hunt
as owner, or owners, of Lot 30/31 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

Roderick L. Hunt Dena M. Hunt

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:
Roderick L. Hunt Dena M. Hunt

as Grantor/Grantors this 7th day of November, 1998



seal

Sally L. McGuire
Notary Public

49-10759 F

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: David A. Merrill and Debra L. Merrill
as owner, or owners, of Lot 6A of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

David A. Merrill Debra L. Merrill

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

David A. Merrill Debra L. Merrill

as Grantor/Grantors this 11th day of NOVEMBER, 1998



seal

John J. Koke
Notary Public

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Edward J. Wigg and MELBA W. WIGG
as owner, or owners, of Lot 7A of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

Edward J. Wigg Melba W. Wigg

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

Edward J. Wigg MELBA W. WIGG

as Grantor/Grantors this 12th day of November, 1998



seal

Gloria E. Koke
Notary Public

99-107596

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Donalce I. Paitz and Bruce E Paitz
as owner, or owners, of Lot 7 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

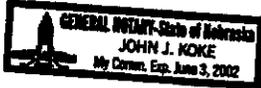
Donalce I. Paitz Bruce Paitz

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

Donalce I. Paitz Bruce E Paitz

as Grantor/Grantors this 12th day of NOVEMBER, 1998



seal



Notary Public

John J. Noke

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Roy H. Dohse and Diana M. Dohse
as owner, or owners, of Lot 37 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

Roy H. Dohse Diana M. Dohse

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

Roy H. Dohse Diana M. Dohse

as Grantor/Grantors this 11th day of NOVEMBER, 1998



seal

Notary Public

John J. Noke

99-107004

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Don L. Hansen and GRACE E. HANSEN
as owner, or owners, of Lot 7 & P&G of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

Don L. Hansen Grace E. Hansen

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

Don L. Hansen GRACE E. HANSEN

as Grantor/Grantors this 12th day of NOVEMBER, 1998



John J. Koke
Notary Public

seal

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: William H. Neuhaus and CAROL F. NEUHAUS
as owner, or owners, of Lot 6 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

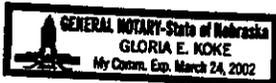
William H. Neuhaus CAROL F. NEUHAUS

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

William H. Neuhaus CAROL F. NEUHAUS

as Grantor/Grantors this 12 day of November, 1998



Gloria E. Koke
Notary Public

seal

99-107592

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: WILLIE B. WINGFIELD and SUSAN S. WINGFIELD
as owner, or owners, of Lot 273 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska

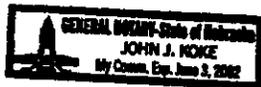
Willie B. Wingfield Susan S. Wingfield

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

WILLIE B. WINGFIELD SUSAN S. WINGFIELD

as Grantor/Grantors this 12th day of NOVEMBER, 1998



seal

John J. Noke
Notary Public

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: DONALD A. MUELLER and RUBY E. MUELLER
as owner, or owners, of Lot 274 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

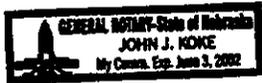
Donald A. Mueller Ruby E. Mueller

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

DONALD A. MUELLER RUBY E. MUELLER

as Grantor/Grantors this 12th day of NOVEMBER, 1998



seal

John J. Noke
Notary Public

99-10797

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: Don C. Simonin and Ottilie A. Simonin
as owner, or owners, of Lot 34/3 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

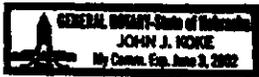
Don C. Simonin Ottilie A. Simonin

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

Don C. Simonin Ottilie A. Simonin

as Grantor/Grantors this 13th day of NOVEMBER, 1998



seal

John J. Hoke
Notary Public

In witness, each party to the agreement has caused it to be executed in the place and on the date indicated below.

Grantor: _____ and _____
as owner, or owners, of Lot _____ of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

STATE OF NEBRASKA)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me by:

as Grantor/Grantors this _____ day of _____, 1998

seal

Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-010759

99 APR 12 PM 2:07

Lloyd J. Dowding
REGISTER OF DEEDS

49-10759

Counter DM
Verify S
D.E. S
Proof m
Fee \$ 84.50
Ck Cash Chq



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

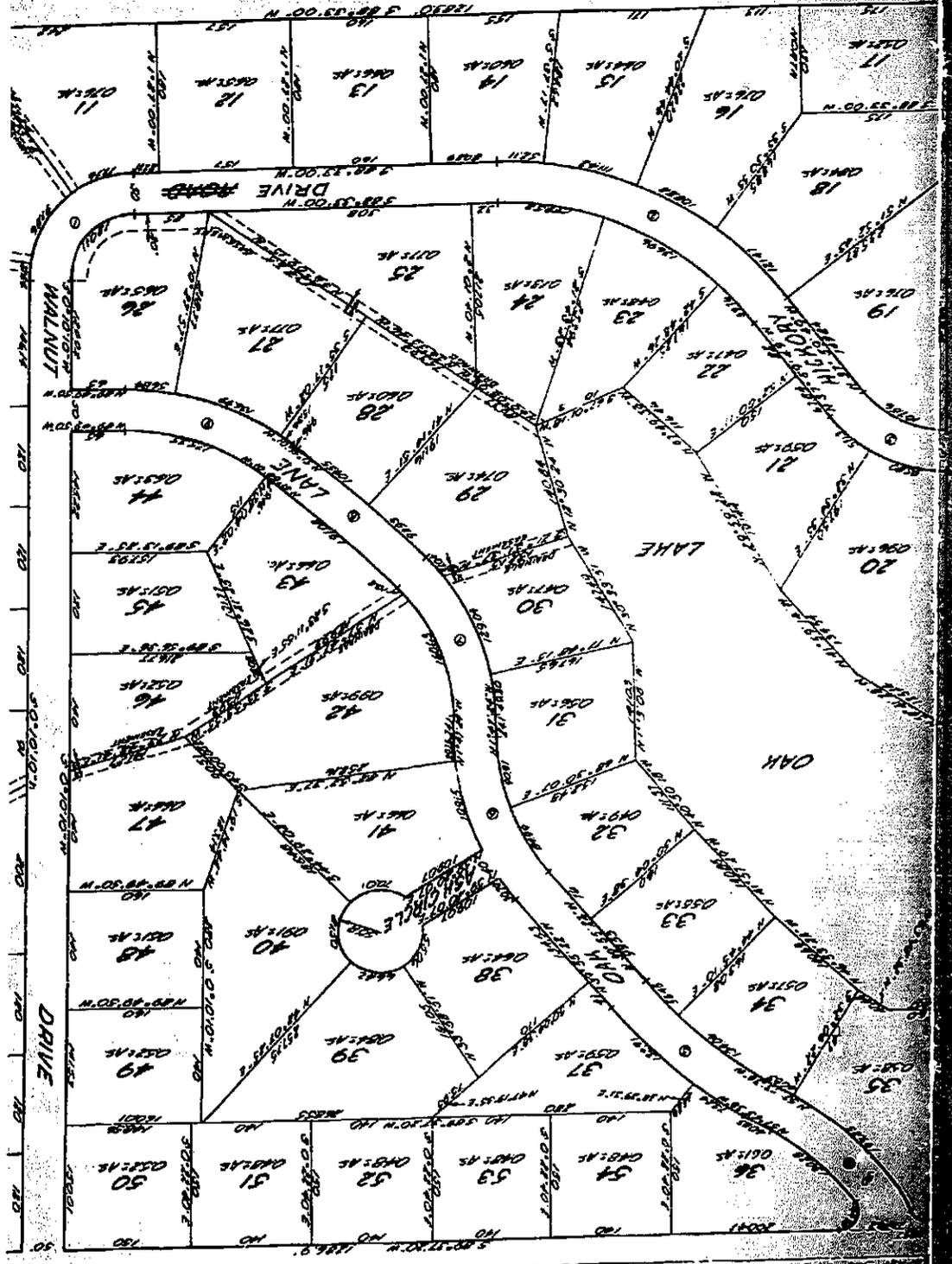
**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

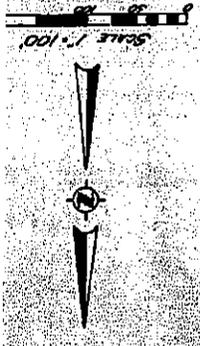
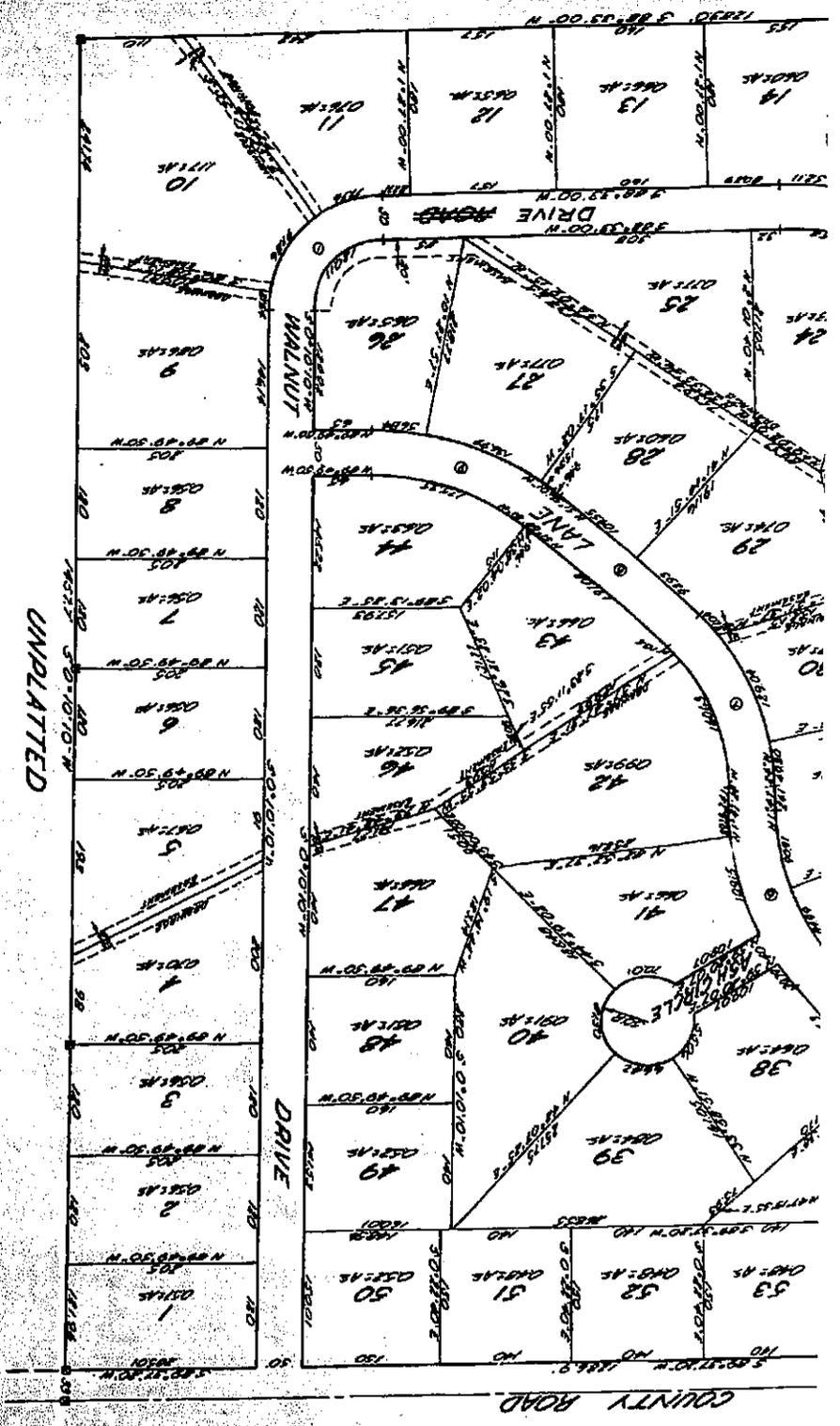
THOUSAND OAKS ADDITION
 LOCATED IN THE NW 1/4 OF THE NW 1/4
 OF SECTION 1, T.12 N., R.10 E.,
 SARPY COUNTY, NEBRASKA

COUNTY ROAD



UNPLATTED

THOUSAND OAKS ADDITION
 LOCATED IN THE NW 1/4 OF THE NW 1/4
 OF SECTION 1, T. 12 N., R. 10 E.,
 SARPY COUNTY, NEBRASKA



CURVE DATA

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APPROVAL OF THE SARPY COUNTY
 BUILDING INSPECTOR:
 THIS PLAT OF THOUSAND OAKS ADDITION HAS
 BEEN APPROVED AND ACCEPTED BY THE BUILDING
 INSPECTOR OF SARPY COUNTY, NEBRASKA ON
 THIS 21ST DAY OF JUNE, 1988

UNPLATTED

AND RECORDED IN BOOK 11
 FILED FOR RECORD IN SA
 CHAIRMAN
 APPROVAL OF THE ZONING COMMISSION
 THIS PLAT OF THOUSAND OAKS ADDITION WAS
 AND ACCEPTED BY THE ZONING COMMISSION
 COUNTY, NEBRASKA ON THIS 22 DAY OF
 APPROVAL OF THE SARP COUNTY
 ZONING COMMISSION
 THIS

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THIS
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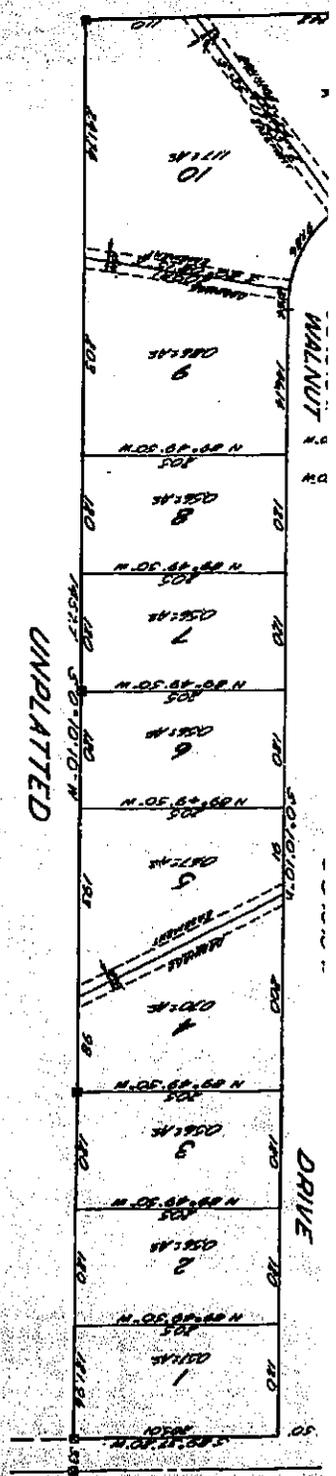
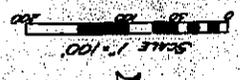
MY COMMISS
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 TO BE THE
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 GURTHA AF
 COMMISSIC
 STATE OF

IN MINES
 11 INCH
 LINES OF
 OF LOTS
 FOR PUB
 THE DIST
 DIVISION
 SUNDAY
 1900/AL

THIS DAY OF 1966
 INSPECTOR OF SARP COUNTY, NEBRASKA ON
 APPROVED AND ACCEPTED BY THE BUILDING
 THIS PLAT OF THOUSAND OAKS ADDITION WAS

APPROVAL OF THE SARP COUNTY
 BUILDING INSPECTOR:

CURVE DATA	
1	D. 58° 33' 00" T. 100.00 L. 100.00 D. 58° 33' 00" T. 100.00 L. 100.00 D. 58° 33' 00" T. 100.00 L. 100.00
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10	D. 58° 33' 00" T. 100.00 L. 100.00 D. 58° 33' 00" T. 100.00 L. 100.00



ION

FILED FOR RECORD IN SARY COUNTY NEBR. 1966 AT 10 O'CLOCK
AND RECORDED IN BOOK 11 OF PLATS 1000-1100 REGISTER OF DEEDS

CHAIRMAN
Maury L. Stern
1966

AND ACCEPTED BY THE ZONING COMMISSION OF SARY COUNTY NEBRASKA ON THIS 22 DAY OF MARCH 1966
THIS PLAT OF THOUSAND OAKS ADDITION WAS APPROVED
APPROVAL OF THE SARY COUNTY ZONING COMMISSION
COMMISSIONERS OF SARY COUNTY, NEBRASKA, THIS 22 DA
THIS PLAT OF THOUSAND OAKS WAS APPROVED AND ACC
BOARD OF COUNTY COMMISSIONERS ACCEPT

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE
UPON THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTI
1966
COUNTY TREASURER'S CERT

THIS PLAT OF THOUSAND OAKS ADDITION HAS APPROV
SURVEYOR OF SARY COUNTY, NEBRASKA, ON THIS 22 DA
COUNTY SURVEYOR'S ACCEPT

B.1

SURVEYOR'S CERT
I HEREBY CERTIFY THAT I HAVE ACCURATELY SURV
CORNERS OF ALL LOTS, STREETS, ANGLE POINTS AND ENDS
ADDITION LOTS THROUGH #4 INCLUSIVE ALL LYING IN
TOWNSHIP 12 NORTH RANGE 10 EAST OF THE 6TH P.M. SARY
BEGINNING AT A POINT 33 FEET SOUTH OF AND 33 FEET
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION
A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH
WEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1 A DISTANCE OF 1286.
EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4
157.7 FEET TO THE SOUTHWEST CORNER OF THE NORTH
88.53' 00" WEST ALONG THE SOUTH LINE OF THE NORTH
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OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID S
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THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST
BEAR DUE NORTH.

MY COMMISSION EXPIRES ON THE _____ DAY OF _____ 1967

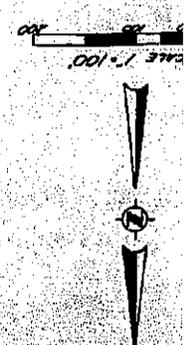
STATE OF NEBRASKA
COUNTY OF SARY
ON THIS 22 DAY OF February 1966, before
COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY
GARTH AMERST AND RONALD PATTERSON AND CAROL PATT
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS
FORGOING DECLARATION AS OWNERS OF THE PROPERTY DESC
ON THIS PLAT, AND THEY DID ACKNOWLEDGE THEIR EXECU
TO BE THEIR VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL, IN SARY
LAST AFORESAID

ACKNOWLEDGEMENT
GARTH AMERST
RONALD PATTERSON
CAROL PATTERSON

KNOW ALL MEN BY THESE PRESENTS
THAT THE UNDERSIGNED, BEING THE SURV
THE SURVEYOR'S CERTIFICATE AND MESSAGE WITHIN
SAID PLAT INTO LOTS AND STREETS TO BE HEREINAFTER
DIVISION TO BE HEREINAFTER KNOWN AS THOUSAND OAKS AD
THE POSITION OF THE PROPERTY AS SHOWN ON THIS PL
FOR PUBLIC USE, THE STREETS AS SHOWN BEGINNING AT
OF LOTS FOR ELECTION AND TELEPHONE LINES AND POLES
LINES OF LOTS 50-51-52-53 AND 54 AND THE NORTH
4 INCH WATER MAIN
IN WITNESS WHEREOF WE DO HEREBY SET OUR HAND ON

THE DATA

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FILED FOR RECORD IN SARY COUNTY, NEBR. THIS 22 DAY OF MARCH 1966
CHARTMAN
AND RECORDED IN BOOK 4 OF PLAT MAPS, REGISTER OF DEEDS
B. H. BACKLUND AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS
1001 G. AVENUE, LINCOLN, NEBRASKA

AND OAKS ADDITION WAS APPROVED
E ZONING COMMISSION OF SARY
N THIS 22 DAY OF MARCH 1966
CHAIRMAN
MAYOR J. BERRY
COMMISSIONERS OF SARY COUNTY, NEBRASKA, THIS 22 DAY OF MARCH 1966
CALVIN H. BOARD OF COUNTY COMMISSIONERS

THIS PLAT OF THOUSAND OAKS ADDITION WAS APPROVED AND ACCEPTED BY THE BOARD OF COUNTY
BOARD OF COUNTY COMMISSIONERS ACCEPTANCE
COUNTY TREASURER
I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT
UPON THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, AS OF
MARCH 21, 1966
COUNTY TREASURER'S CERTIFICATE

THIS PLAT OF THOUSAND OAKS ADDITION WAS APPROVED AND ACCEPTED BY THE COUNTY
SURVEYOR OF SARY COUNTY, NEBRASKA, ON THIS 22 DAY OF MARCH 1966.
COUNTY SURVEYOR'S ACCEPTANCE
DATE: MARCH 22, 1966
GORDON S. MABEL, LAND SURVEYOR NO. 108
B. H. BACKLUND AND ASSOCIATES, INC.

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED THE STAKES, WITH IRON PIPE, ALL
CORNERS OF ALL LOTS, STREETS, ANGLES POINTS AND BOUNDS OF ALL CORNERS IN THOUSAND OAKS
ADDITION LOTS 1 THROUGH 24 INCLUSIVE ALL LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SE
RANGE 12 NORTH RANGE 10 EAST OF THE 6TH P.M. SARY COUNTY, NEBRASKA, TO WIT:
BEGINNING AT A POINT 33 FEET SOUTH OF AND 33 FEET EAST OF THE NORTHWEST CORNER OF THE
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 89° 37' 20" EAST ON
A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION 1; A DISTANCE OF 1286.9 FEET TO THE EAST LINE OF THE NORTH
WEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THEN SOUTH 0° 10' 10" WEST ALONG THE
EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1 A DISTANCE OF
1157.7 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1
SECTION 1; A DISTANCE OF 1289.0 FEET TO A POINT 33 FEET EAST OF THE SOUTHWEST CORNER
OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE DUE NORTH ON A LINE
33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF SAID SECTION 1; A DISTANCE OF 1481.3 FEET TO THE POINT OF BEGINNING.
THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1 IS ASSUMED TO
BEAR DUE NORTH.

ON THIS 22 DAY OF MARCH 1966, BEFORE ME, A NOTARY PUBLIC, DULY
COMMISSIONED AND QUALIFIED, IN AND FOR SAID COUNTY, APPEARED LA WADA H. ANGERST,
GURTHA ANGERST AND RONALD PATTERSON HUSBAND AND WIFE, WHO ARE
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE
FOREGOING DEDICATION AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE
ON THIS PLAT, AND THEY DID ACKNOWLEDGE THEIR EXECUTION OF THE FOREGOING DEDICATION
TO BE THEIR VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL, IN SARY COUNTY, NEBRASKA, THE DATE
LAST AFORESAID.
NOTARY PUBLIC
MY COMMISSION EXPIRES ON THE 1 DAY OF MARCH 1970

STATE OF NEBRASKA) 55
COUNTY OF SARY)
ACKNOWLEDGEMENT OF NOTARY
CAROL PATTERSON
RONALD PATTERSON
GURTHA ANGERST
LA WADA H. ANGERST
IN WITNESS WHEREOF I DO HEREBY SET OUR HANDS ON THE 22 DAY OF MARCH 1966
LINES OF LOTS 50, 51, 52, 53 AND 54 AND THE NORTH LOT LINES OF LOTS 57, 58 AND 59 FOR
4 INCH WATER MAIN
OF LOTS FOR ELECTRIC AND TELEPHONE LINES AND POLES AND 6.5 FOOT EASEMENT ON THE SOUTH
THE DISTANCE OF THE PROPERTY AS SHOWN ON THIS PLAT AND HEREBY DEDICATE TO THE PUBLIC
FOR THE USE OF THE STREETS, SIDEWALKS, UTILITY LINES (5) FOOT EASEMENT, SIDES AND REAR
DIVISION TO BE HEREBY KNOWN AS THOUSAND OAKS ADDITION, AND WE DO HEREBY AFFIRM AND APPROVE
THE SURVEYOR'S CERTIFICATE AND REPORT WITH THIS PLAT, HAVE CALLED SAID PROPERTY TO BE
DIVIDED INTO LOTS AND STREETS TO BE HEREBY KNOWN AS THOUSAND OAKS ADDITION, SAID
PROPERTY AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE TO THE PUBLIC
FOR THE USE OF THE STREETS, SIDEWALKS, UTILITY LINES (5) FOOT EASEMENT, SIDES AND REAR
DIVISION TO BE HEREBY KNOWN AS THOUSAND OAKS ADDITION, AND WE DO HEREBY AFFIRM AND APPROVE
THE SURVEYOR'S CERTIFICATE AND REPORT WITH THIS PLAT, HAVE CALLED SAID PROPERTY TO BE
DEDICATION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE THE UNDERSIGNED, BEING THE SOLE OWNERS AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENLARGED WITHIN THIS PLAT, HAVE CAUSE SAID PROPERTY TO BE SUBDIVIDED INTO LOTS AND STREETS, TO BE NUMBERED AND NAMED AS SHOWN ON THIS PLAT; SAID SUB-DIVISION TO BE HEREAFTER KNOWN AS THOUSAND OAKS ADDITION, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC OF LOTS FOR ELECTRIC AND TELEPHONE LINES AND POLES AND A 5 FOOT EASEMENT ON THE SOUTH LOT LINES OF LOTS 50, 51, 52, 53 AND 54 AND THE NORTH LOT LINES OF LOTS 37, 39, 39 AND 49 FOR 4 INCH WATER MAIN.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HAND AND THE 21st DAY OF February, 1966 AD

LaVada H. Armbrust
LA VADA H. ARMBRUST

Gurtha Armbrust
GURTHA ARMBRUST

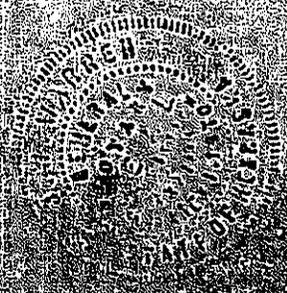
Ronald Patterson
RONALD PATTERSON

Carol Patterson
CAROL PATTERSON

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

ON THIS 21st DAY OF February, 1966, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED LA VADA H. ARMBRUST, GURTHA ARMBRUST AND RONALD PATTERSON AND CAROL PATTERSON HUSBAND AND WIFE, WHO ARE PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE FOREGOING DEDICATION AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, AND THEY DID ACKNOWLEDGE THEIR EXECUTION OF THE FOREGOING DEDICATION



009658

FILED FOR RECORD 7-20-21 11:34 AM IN BOOK 44 DE 2850
378 Carl & Hilda
REGISTER OF DEEDS, SARPY COUNTY NEB

back line or upon any lot having an area of less than 20,000 sq. ft.

width of less than seventy-five feet at the minimum building set-
purposes. No building shall be erected on any lot having a

1. All lots shall be used only for single family residential
be removed or altered during the course of construction.

as little of the natural surroundings, specifically trees, shall
blend in harmoniously with the natural surroundings and that

erected in Thousand Oaks Addition shall be so constructed as to
It is the intention of the undersigned that all buildings

hardship.

necessary or advisable in unusual circumstances or to prevent
as to any lot or lots in cases where the undersigned deems it

reserves the exclusive right to modify or waive these covenants
which shall remain in full force and effect. The undersigned

court order shall in no way affect any of the other provisions,
Invalidation of any of these covenants by judgment or

to recover damages or other dues for such violation.

covenant and either to prevent him or them from so doing or

person or persons violating or attempting to violate any such
to prosecute any proceedings at law or in equity against the

other person or persons owning any part of said real estate

to violate any of these covenants, it shall be lawful for any

their grantees, heirs, or assigns, shall violate or attempt

If the present or future owners of any of said lots, or

Lots One (1) through fifty-four (54) inclusive
in Thousand Oaks Addition, located in the North-
west Quarter (NW¼) of the Northwest Quarter (NW¼)
of Section 1, Township 12 North, Range 10 East,
Sarpy County, Nebraska.

estate, until May 1, 1996:

owners of all or any part of the following described real

with the land and shall be binding upon the present and future

These covenants contained herein are declared to run

RESTRICTIVE COVENANTS

THOUSAND OAKS ADDITION

44-378

2. No building shall be erected which shall exceed 2% stories in height.

3. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of gas, electric, telephone and water facilities; provided, however, all of such facilities shall be installed beneath the ground.

4. No dwelling shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of the house on the lot of such dwelling from the signers of these covenants, their heirs, assigns or an approving committee appointed by the signers of these covenants.

5. In the construction of all dwellings of exposed foundations facing any street shall be stone or brick faced. All other exposed foundations shall be painted, all roofing shall be of wood shingle construction.

6. No fences shall be built or erected on any lot without the express approval of the signers hereof.

7. No animals other than household pets shall be kept on the property herein described.

8. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed in any vacant lot.

9. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be exposed. No outside burning allowed. All fuel tanks must be buried beneath ground level. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash and debris.

44-378A

owner of the lot at his last known address. This provision and option may be exercised by written notice mailed to the record the same price as the undersigned originally sold such lot. Said after to repurchase said lot from the then owner of record for the undersigned shall have the exclusive option for 60 days there- any lot is not completed within one year of beginning date, then 15. If construction of the main residential structure on ed by the signers of these covenants. of these covenants, their heirs or an approving committee appoint- struction of dwellings is subject to the approval of the signers of any of the trees in Thousand Oaks Addition during the con- wherever feasible. The cutting down, destruction, mutilation minimum and the natural contours of the land shall be preserved paration for construction of dwellings shall be kept to a 14. Grading of lots in Thousand Oaks Addition in pre- upon any of the property herein described. abounding therein, there shall be no discharging of firearms Thousand Oaks Addition and for the preservation of wild life 13. For the protection and safety of those living in client for the safety of pedestrians or vehicles. walkway or the unobstructed view at street intersections suffi- will interfere with the use and maintenance of any street or maintained or permitted in such proximity to any lot line as 12. No trees, shrubs, hedges or other plants shall be portion of the above described real estate. addition, no outbuildings of any type shall be allowed on any construction is fully completed according to approved plans. In structure shall be occupied as a residence until all exterior structure of a temporary character be used as a residence. No be used as a residence temporarily or permanently, or shall any other outbuilding erected on said real estate shall at any time 11. No trailer, basement, tent, shack, garage, barn or streets. for any period longer than 30 days. No overnight parking on the trucks, equipment or other machinery shall likewise be prohibited except in an enclosed garage and the storage or parking of cars, any car, truck, equipment or other machinery shall be prohibited 10. The assembly, disassembly or general service work on

1/4-378 B

44-378C

option shall not preclude the right of any bona-fide mortgagee

to enforce its mortgage and foreclose and sell the same free and

clear of this option.

16. The lake which is a portion of this addition is re-

stricted to use by sail boats, row boats and canoes. No powered

craft are allowed thereon.

17. Nothing contained in this instrument shall in any

way be construed as imposing on the undersigned any liability,

obligation, or requirement for its enforcement.

18. It shall be lawful, not only for the grantors, their

successors and assigns, but also for the owner of owners for any

lot or lots adjoining or in the neighborhood of the premises hereby

granted, who have derived or who shall hereafter derive title from

or through the grantors to institute and prosecute any proceedings,

at law or in equity against the person or persons violating or

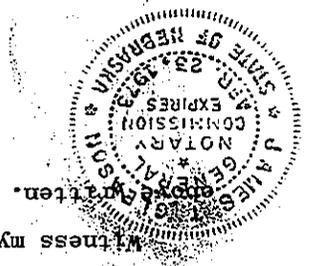
threatening to violate these covenants.

DATED this 30th day of July, 19 71

Harold Johnson

Carol Johnson

[Signature]
Notary Public



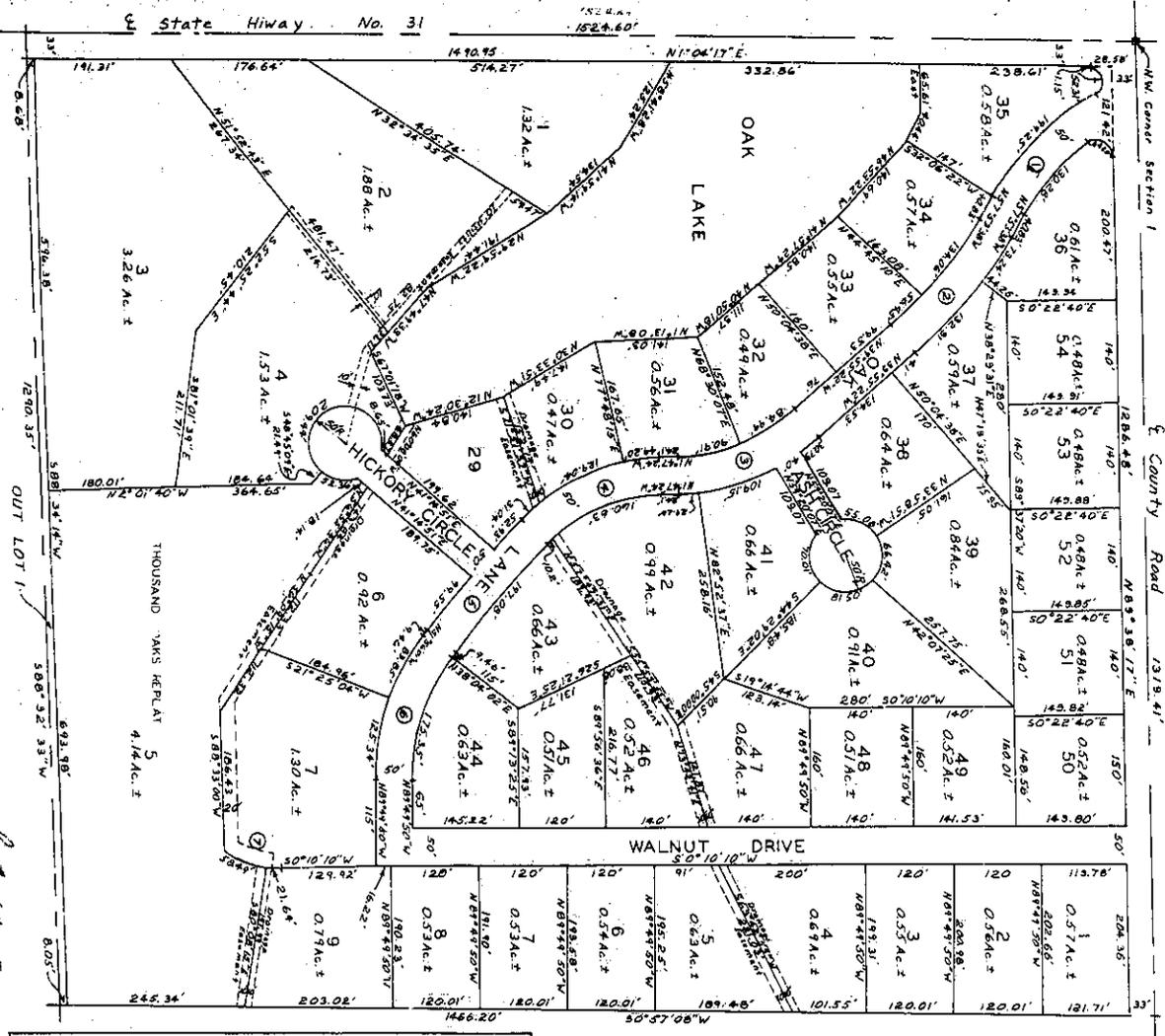
On this 30th day of July, 1971, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ronald Patterson and Carol J. Patterson, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last written.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

44-378D

THOUSAND OAKS ADDITION AND THOUSAND OAKS REPLAT
 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 1, T12N, R10E, SARPY COUNTY, NEBRASKA



File 61137

CURVE DATA
1 D. 1.182200 R. 1.182200 T. 1.182200
2 D. 1.175876 R. 1.175876 T. 1.175876
3 D. 1.188031 R. 1.188031 T. 1.188031
4 D. 1.172250 R. 1.172250 T. 1.172250
5 D. 1.184881 R. 1.184881 T. 1.184881
6 D. 1.182200 R. 1.182200 T. 1.182200
7 D. 1.182200 R. 1.182200 T. 1.182200
8 D. 1.182200 R. 1.182200 T. 1.182200
9 D. 1.182200 R. 1.182200 T. 1.182200
10 D. 1.182200 R. 1.182200 T. 1.182200

SCALE: 1"=100'

Surveyed by [Signature]
 [Signature]

Thousand Oaks

Plat and Dedication
Filed 3-24-66, in Book 4 (Page 108), 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

CORRECT of Plat
50-449
filed
6-14-77

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

a 5 foot wide strip of land ~~abutting~~ ^{butting} 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,

for electric and telephone lines & poles and a 5 ft easement on
the South lot lines of lot 50, 51, 52, 53, 54 and the North lot
lines of lot 37, 39 and 49 for 4 inch water main

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

Filed 7-30-71, in Book 44 at Page 378, 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

rear
a 5 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.

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.

for gas, electric, telephone and water facilities.

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

Thousand Oaks

Plat and Dedication
Filed 3-24-66, in Book 4 Page 108, 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

Correct of Plat
50-449
filed
6-14-77

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

a 5 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,

for electric and telephone lines & poles and a 5 ft easement on
the South lot lines of lot 50, 51, 52, 53, 54 and the North lot
lines of lot 37, 39 and 49 for 4 inch water main

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

Filed 7-31-71, in Book 44 at Page 378, 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

rear
a 5 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.
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.
for gas, electric, telephone and water facilities.

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

STD 91-20909 filed 12-31-91 Copy
R/C 99-10759 filed 4-12-99 Architectural Control