

H. J. Lansing
REGISTER OF DEEDS

49-10759

Counter DM

Verity S

D.E. S

Proof m

Fee \$ 84.50

Ck ☐ Cash ☒ Chg ☐

**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

99-10759A

**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 McCallion

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

The foregoing instrument was acknowledged before me by:

Patricia McCallion

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 LABANEK and Mae Urbanek
as owner, or owners, of Lot 11 & 12 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

Theodore Labanek

Mae Urbanek

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

The foregoing instrument was acknowledged before me by:

THEODORE LABANEK

Mae Urbanek

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



seal

John J. Korce
Notary Public

99-107500

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.

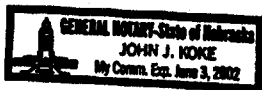
Thomas P. Nicholson Donna L. Nicholson

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. 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: 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

99-10759 E

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

Grantor: Bobbie J. Salser and _____
as owner, or owners, of Lot 49 & 50 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

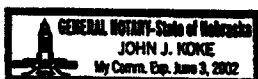
Bobbie J. Salser

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

Bobbie J. Salser

as Grantor/Grantors this 9th day of NOVEMBER, 1998



seal

John J. Moke
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: Peter DeVries, Jr. and Lisa R. DeVries
as owner, or owners, of Lot 47 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

Peter DeVries, Jr.

Lisa R. DeVries

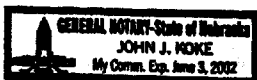
STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

Peter DeVries, Jr.

Lisa R. DeVries

as Grantor/Grantors this 9th day of NOVEMBER, 1998



seal

John J. Moke
Notary Public

49-107295

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.

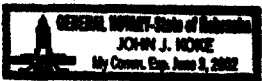
David A. Merrill Debra L. Merrill

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 2 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12
North, Range 10 East, Sarpy County, Nebraska.

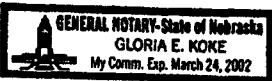
Edward J. Wigg Melba W. Wigg

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: Donalee 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.

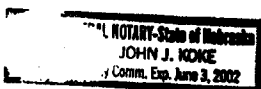
Donalee I. Paitz Bruce Paitz

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me by:

Donalee 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 Diane 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.

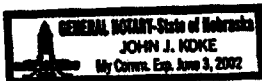
Roy H. Dohse Diane M. Dohse

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

The foregoing instrument was acknowledged before me by:

Roy H. Dohse Diane M. Dohse

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



seal

Notary Public

John J. Noke

99-104396

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 & P66 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



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: WILLIAM H. NEUHAUS and CAROL F. NEUHAUS
as owner, or owners, of Lot 2 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska.

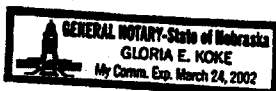
William H. Neuhaus CAROL F. NEUHAUS

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



seal

Gloria E. Koke
Notary Public

99-10759=

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

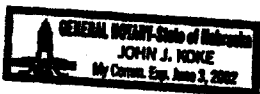
Grantor: WILLIE B. WINGFIELD and SUSAN S. WINGFIELD
as owner, or owners, of Lot 2 & 3 of Thousand Oaks Addition, located in the Northwest Quarter of Section 1, Township 12 North, Range 10 East, Sarpy County, Nebraska

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. 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: DONALD A. MUELLER and RUBY E. MUELLER
as owner, or owners, of Lot 2 & 3 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. Koke
Notary Public


99-10759-

Don E. Samarin

The foregoing instrument was acknowledged before me by:

Don C. Simonin Off. Lie A Simonin

GENERAL NOTARY - State of Indiana
JOHN J. NOKE
My Comm. Exp. June 3, 2002


Notary Public

STATE OF NEBRASKA }
COUNTY OF _____ }

as Grantor/Grantors this _____ day of _____, 1998

Notary Public