

53-25

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2010:

Lots One (1) through One Hundred Fifty-five (155), both inclusive, in Overland Hills III a subdivison in Sarpy County, Nebraska.

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 covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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

- A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.
- B. 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.
- C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter, No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

FILED FOR RECORD 1-7-80 AT 8:05 PM IN BOOK 53 BY Miss Beece
PAGE 25 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 44-75

O. H. III

radius of 244.77 feet, a distance of 10.00 feet, said curve having a long chord which bears S81°08'58"W, a distance of 10.00 feet; thence N10°08'13"W, a distance of 117.69 feet; thence S79°51'47"W, a distance of 55.72 feet; thence S56°34'10"W, a distance of 56.96 feet; thence N36°21'00"W, a distance of 168.64 feet; thence Southwesterly, on a curve to the left, with a radius of 422.69 feet, a distance of 17.47 feet, said curve having a long chord which bears S52°28'14"W, a distance of 17.47 feet; thence S51°16'53"W, a distance of 58.53 feet; thence N38°43'07"W, a distance of 51.27 feet; thence N13°06'30"W, a distance of 196.63 feet; thence N03°35'32"E, a distance of 416.43 feet; thence N03°22'00"W, a distance of 60.21 feet; thence N10°32'55"W, a distance of 193.69 feet; thence N00°22'12"W, a distance of 647.23 feet to the Point of Beginning.

Don W. Elliott
Don W. Elliott L.S. 205

1-22-79
Date
SUBJECT

DEDICATION

Known by all these presents, we, West Lincoln Properties Ltd., a Nebraska Limited Partnership, owners, and Commercial Federal Savings and Loan Association, a Nebraska Corporation, mortgagee of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots, streets, trails and circles to be numbered and named as shown, said subdivision to be hereafter known as Overland Hills III and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public for public use the streets, trails, roads, boulevards and circles, and do hereby grant the sewer and drainage easements all as shown on this plat. Perpetual easements shall be granted to the Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but 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.

In witness whereof we do set our names this 23RD day of JANUARY, 1979.

WEST LINCOLN PROPERTIES LTD.

COMMERCIAL FEDERAL SAVINGS & LOAN ASSOCIATION

Charles G. Smith
Charles G. Smith, General Partner

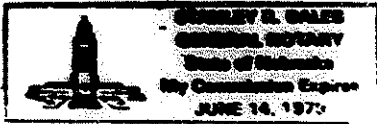
Jerome J. Jamrog
Jerome J. Jamrog, Senior Vice President

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23RD day of JANUARY, 1979, before me, the undersigned, a Notary Public in and for said County personally came Jerome J. Jamrog, Senior Vice President of Commercial Federal Savings & Loan Association, to me personally known to be the identical person whose name is affixed to the dedication on this plat and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



Gregory R. Gales
Notary Public

My Commission expires the 14TH day of June, 1979.

OVERLAND HILLS III

FINAL PLAT

SCALE 1" = 100'
DATE 1-28-79

1200

52-293

RIGHT-OF-WAY EASEMENT

I, West Lincoln Properties Ltd. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Seven (7) thru Forty-one (41) and One Hundred Twenty-two (122) thru One Hundred Twenty-five (125), Overland Hills III, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 5-17-79 9:40 AM 52 Miss Lee
193 Carl S. Hissler REGISTER OF DEEDS, SARPY COUNTY, NEB. 1275

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The East Ten feet (10') of the West Seventy feet (70') of Lots Seven (7) thru Twenty-two (22) and Lot One Hundred Twenty-five (125); also the West Ten feet (10') of the East Fifty feet (50') of Lots Twenty-three (23) thru Forty-one (41) and Lots One Hundred Twenty-two (122) through One Hundred Twenty-four (124), Overland Hills III.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 10 day of May, 1979.

West Lincoln Properties Ltd.
General Partner

STATE OF Nebr. STATE OF _____
COUNTY OF Sarpy COUNTY OF _____

On this 10 day of May, 1979, before me the undersigned, a Notary Public in and for said County, personally came Charles D. Smith

President of General Partner of West Lincoln Properties Ltd. personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

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

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY PUBLIC
JOHN M. DEMPSEY
My Commission Expires Nov. 17, 1981

NOTARY PUBLIC

Distribution Engineer PDW Date 5/11/79 Land Rights and Services EJK Date 5/11/79
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 27 Township 14 North, Range 12 East Salesman Kramolisch Engineer Perkins Est. # 50162 N.G. # 4052

Sheet 04118