

RESTRICTIVE COVENANTS

90-05390

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, 2011:

Lots 1 through 56, inclusive, in Southridge 1st Addition, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any 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 violation. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used by 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 ploy 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. 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.

D. No junk cars or unlicensed motor vehicles of any kind, or trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Fences may not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. Portland concrete public sidewalks, four feet wide shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

F. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declaring, or any person, firm corporation, partnership, or entity designed in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 24th day of

April, 1990.

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
APR 26 1990

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
90 05390

90 APR 26 PM 2:19

*Charles G. Smith*  
Charles G. Smith

STATE OF NEBRASKA )  
                                  ) ss. *Sharon J. Housh*  
County of Douglas) REGISTER OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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



*Jacqueline J. Kuper*  
Notary Public

05390

6/2/90

RESTRICTIVE COVENANTS

90-05390

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, 2011:

Lots 1 through 56, inclusive, in Southridge 1st Addition, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any 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 violation. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used by 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 lot, 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. 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.

D. No junk cars or unlicensed motor vehicles of any kind, or trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Fences may not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. Portland concrete public sidewalks, four feet wide shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

F. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declaring, or any person, firm corporation, partnership, or entity designed in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 24<sup>th</sup> day of

April, 1990.

3300

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
90-05390  
30 APR 26 PM 2:19

*Charles G. Smith*  
Charles G. Smith

STATE OF NEBRASKA  
County of Douglas

*Gladys Dowling*  
REGISTER OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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

GENERAL NOTARY-STATE of Nebraska  
JACQUELINE J. KUPER  
My Comm. Exp. Febr. 27, 1991

*Jacqueline J. Kuper*  
Notary Public

05390

The undersigned hereby declares that the above covenants are for the benefit of the land and are to be binding on all present and future owners of the land of the following described and situated in Sarpy County, Nebraska:

Lots 1 through 56 inclusive in Southridge 1st Addition, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any 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 lot 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.

D. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.

E. 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.

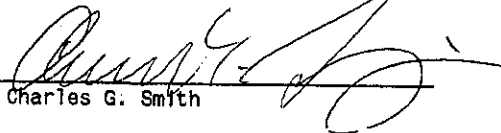
F. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. Portland concrete public sidewalks, four feet wide by 3.5 inches thick, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

I. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plot and minimum front, side and rear yards.

IN WITNESS WHEREOF, Charles G. Smith, being the owner of all said real estate, has executed these covenants, this 15<sup>th</sup> day of January, 1991.

  
Charles G. Smith

STATE OF NEBRASKA)  
                                  ) ss.  
County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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

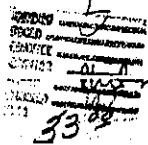


  
Arlene A. Boyd  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
91-00710

91 JAN 16 PM 2:50

Carol A. Hawin

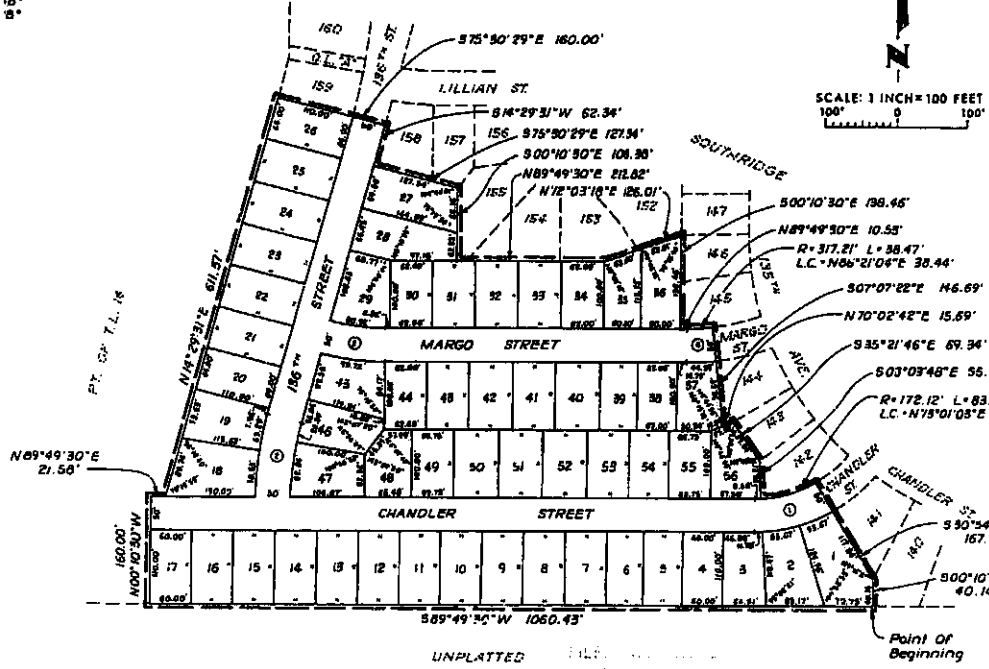


00710

# SOUTHRIDGE 1st ADDITION

LOTS 1 THRU 66 INCLUSIVE  
BEING A PLATTING OF PT. OF T.L. 16, IN THE NE 1/4 OF SEC. 13, T4N, R1E OF  
THE 6TH P.M., SARPY COUNTY, NEBRASKA

15°  
16°  
18°  
19°



UNPLATTED

90-03409  
90 MAR 16 PM 3:56

33<sup>50</sup>

ACKNOWLEDGEMENT OF NOTARY  
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 6<sup>th</sup> day of MAY, 1990, before me, the undersigned, a Notary Public in and for said County, personally came Charles G. Smith, 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.

WITNESS my hand and Notarial Seal the day and year last above written.

Stanley R. Bell  
Notary Public



My Commission expires the 14<sup>th</sup> day of JUNE, 1991.

03409



ELLIOTT & ASSOCIATES  
3218 SOUTH 12TH STREET - OMAHA NE 68102 - (402) 491-0100

SOUTHURIDGE 1st ADDITION  
SARPY COUNTY, NEBRASKA

FINAL PLAT

DATE	11/17/66
SCALE	1"=100'
BY	W.D.
CHECKED	W.D.
APPROVED	W.D.

90-03409

SHAWLON L. SHERIDAN

I hereby certify that I have prepared the plat and that all dimensions have been computed from the plat and that all dimensions are correct and that the plat is a true and correct copy of the original plan and that the plat is a true and correct copy of the original plan and that the plat is a true and correct copy of the original plan.

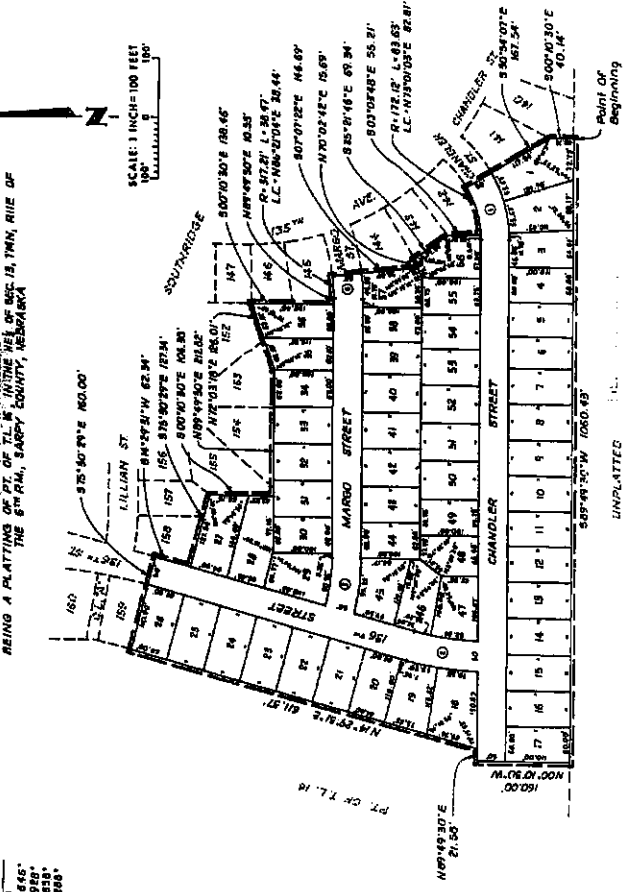
Robert Clark  
Surveyor  
January 31, 1966

P. 4

RECEIPTS  
I do hereby set my hand this 17th day of August, 1966.

Shawlon L. Sheridan  
Surveyor

**SOUTHURIDGE 1st ADDITION**  
BEING A PLATTING OF 157 LOTS IN THE SOUTHWEST 1/4 OF SEC. 18, T.24N., R.10E. OF THE 5TH P.M., SARPY COUNTY, NEBRASKA



**CURVE DATA**

NO.	A	B	C	D	E
1	30° 43' 37"	197.12	34.16'	105.71'	0
2	14° 42' 01"	455.76'	59.04'	112.44'	29.06665'
3	14° 42' 01"	455.76'	59.04'	112.44'	29.06665'
4	30° 43' 37"	197.12	34.16'	105.71'	0

SARPY COUNTY BOARD OF COMMISSIONERS APPROVAL  
This plat of Southridge 1st Addition was approved by the Board of Commissioners on this 17th day of August, 1966.

Surveyor  
Shawlon L. Sheridan

SARPY COUNTY PLANNING COMMISSION APPROVAL  
This plat of Southridge 1st Addition was approved by the Planning Commission on this 17th day of August, 1966.

Surveyor  
Shawlon L. Sheridan

SARPY COUNTY TREASURER'S CERTIFICATE  
This is to certify that I find no regular or special taxes due or delinquent against the property described herein as shown by the records of this office on this 17th day of August, 1966.

Surveyor  
Shawlon L. Sheridan

SARPY COUNTY BUILDING INSPECTOR APPROVAL  
This plat of Southridge 1st Addition was approved by the Building Inspector on this 17th day of August, 1966.

Surveyor  
Shawlon L. Sheridan

SARPY COUNTY SUPERVISOR  
This plat of Southridge 1st Addition was approved by the Supervisor on this 17th day of August, 1966.

Surveyor  
Shawlon L. Sheridan

UNPLATTED  
90-03409  
90-03409  
33

RECORDS OF SARPY COUNTY, NEBRASKA  
RECORDED  
1966  
AUG 22 10 58 AM '66

My commission expires the 17th day of August, 1971.  
Shawlon L. Sheridan  
Surveyor

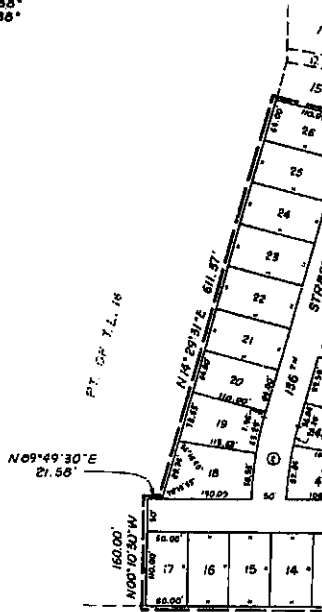


03409

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S CURVE DATA					
NO	Δ	R	T	L	D
①	30°43'37"	197.12'	54.15'	105.71'	29.06646°
②	14°40'01"	456.76'	59.04'	117.44'	12.48928°
③	14°40'01"	341.12'	43.90'	87.32'	16.79858°
④	06°56'52"	342.21'	10.77'	41.50'	18.74288°

BEING



**SARPY COUNTY BOARD OF COMMISSIONERS APPROVAL**

This final plat of Southridge 1st Addition was approved by the County Board of Commissioners on this 12 day of March, 1990.

*Donald Hilbert*  
Chairman, Sarpy County Board of Commissioners

**SARPY COUNTY PLANNING COMMISSION APPROVAL**

This final plat of Southridge 1st Addition was approved by the County Planning Commission on this 12 day of March, 1990.

*Steve Schram*  
Chairman, Sarpy County Planning Commission

**SARPY COUNTY TREASURER'S CERTIFICATE**

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office on this 12 day of March, 1990.

*Thomas A. Lynn*  
Sarpy County Treasurer



**SARPY COUNTY BUILDING INSPECTOR APPROVAL**

This final plat of Southridge 1st Addition was approved on this 12 day of March, 1990.

*Steve Hill*  
Sarpy County Building Inspector

**REVIEW OF SARPY COUNTY SURVEYOR**

This plat of Southridge 1st Addition was reviewed by the office of the Sarpy County Surveyor on this 12 day of March, 1990.

*Thomas A. Lynn*  
Sarpy County Surveyor



**ADDITION**

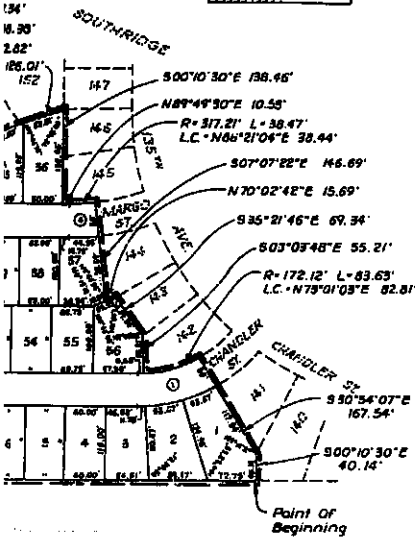
NE 1/4 OF SEC. 13, T14N, R11E OF NEBRASKA

90-03409

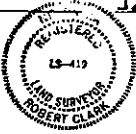
**SURVEYOR'S CERTIFICATE**

I hereby certify that I have surveyed the property shown on this plat and that all dimensions have been computed for all lots and streets in Southridge 1st Addition, being a platting of part of Lot 16 in the NE 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 140, Southridge, a subdivision located in said NE 1/4 of Section 13, said point also being on the South line of said NE 1/4 of Section 13; thence S89°49'30"W (assumed bearing) along said South line of the NE 1/4 of Section 13, a distance of 1005.43 feet; thence N00°10'30"E, a distance of 160.00 feet; thence N89°49'30"E, a distance of 21.48 feet; thence N14°29'31"E, a distance of 611.37 feet to the Southwest corner of Lot 129 in said Southridge; thence along the described courses; thence S75°30'29"E, a distance of 160.00 feet; thence S14°29'31"W, a distance of 62.34 feet; thence S75°30'29"E, a distance of 127.34 feet; thence S00°10'30"E, a distance of 108.38 feet; thence N89°49'30"E, a distance of 212.82 feet; thence N72°03'18"E, a distance of 126.01 feet; thence S00°10'30"E, a distance of 138.46 feet; thence N89°49'30"E, a distance of 10.53 feet; thence Northeasterly on a curve to the left with a radius of 317.21 feet, a distance of 38.47 feet, said curve having a long chord which bears N85°21'04"E, a distance of 38.44 feet; thence S07°07'22"E, a distance of 146.69 feet; thence N70°02'42"E, a distance of 15.69 feet; thence S35°21'46"E, a distance of 69.34 feet; thence S03°03'48"E, a distance of 55.21 feet; thence R-172.12' L-83.63' LC-N73°01'03"E 82.81' a distance of 172.12 feet, a distance of 83.63 feet, said curve having a long chord which bears N73°01'03"E, a distance of 82.81 feet; thence S30°54'07"E, a distance of 167.54 feet; thence S00°10'30"E, a distance of 40.14 feet to the Point of Beginning.



Robert Clark, LS-419, January 31, 1990 Date



3709  
16 PM 3:56

**RECITATION:**

Know all men by these presents that I, Charles G. Smith, owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereinafter known as SOUTHBRIDGE 1ST ADDITION (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on this plat, and I hereby dedicate to the public for public use the streets, avenues and circles, and I do hereby grant easements as shown on this plat, I do further grant a perpetual easement to the Omaha Public Power District and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, 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 transmission of signals and sounds of all kinds including signals provided by a cable television system 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; and 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. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, yards, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do hereunto set my hand this 31<sup>st</sup> day of January, 1990.

before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came Charles G. Smith, to me a person whose name is affixed to the above the execution thereof to be his

the day and year last above written.



1091

Charles G. Smith

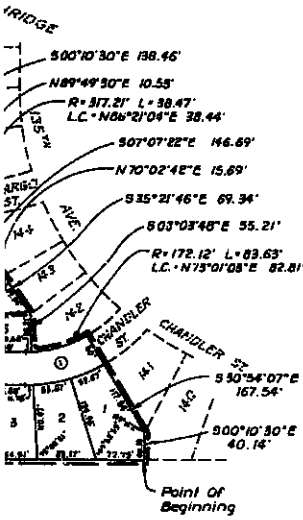
03409

Jan 1990

ION

YMN, RHE OF

SCALE: 1 INCH=100 FEET



90-03409

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed the property shown on this plat and that all dimensions have been computed for all lots and streets in Southridge 1st Addition, being a platting of part of Lot 16 in the NE 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 140, Southridge, a subdivision located in said NE 1/4 of Section 13, said point also being on the South line of said NE 1/4 of Section 13; thence S89°49'30"W (assumed bearing) a long said South line of the NE 1/4 of Section 13, a distance of 1065.43 feet; thence N00°10'30"E, a distance of 160.00 feet; thence N59°49'30"E, a distance of 21.48 feet; thence S14°20'31"E, a distance of 611.37 feet to the Southwest corner of Lot 159 in said Southridge; thence along the Southernly and Westerly lines of said Southridge on the following described courses; thence S75°20'29"E, a distance of 160.00 feet; thence S14°20'31"W, a distance of 62.34 feet; thence S75°20'29"E, a distance of 127.34 feet; thence S00°10'30"E, a distance of 108.38 feet; thence N89°49'30"E, a distance of 212.82 feet; thence S72°03'10"E, a distance of 326.01 feet; thence S00°10'30"E, a distance of 138.46 feet; thence N89°49'30"E, a distance of 10.53 feet; thence Northeasterly on a curve to the left with a radius of 317.21 feet, a distance of 38.47 feet, said curve having a long chord which bears N85°21'04"E, a distance of 38.44 feet; thence S07°07'22"E, a distance of 146.69 feet; thence N70°02'42"E, a distance of 15.69 feet; thence S35°21'46"E, a distance of 69.34 feet; thence S03°03'48"E, a distance of 55.21 feet; thence N75°01'08"E, a distance of 82.81 feet; thence S30°34'07"E, a distance of 167.54 feet; thence S00°10'30"E, a distance of 40.16 feet to the Point of Beginning.

Robert Clark, Surveyor January 31, 1990 Date



ELLIOTT & ASSOCIATES  
8216 SOUTH 132ND STREET - OMAHA, NE 68137 - (402) 948-4700

SOUTHRIDGE 1st ADDITION  
SARPY COUNTY, NEBRASKA

FINAL PLAT

**DEDICATION:**

Know all men by these presents that I, Charles G. Smith, owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereinafter known as SOUTHRIDGE 1ST ADDITION (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on this plat, and I hereby dedicate to the public for public use the streets, avenues and circles, and I do hereby grant easements as shown on this plat. I do further grant a perpetual easement to the Omaha Public Power District and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to install thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for transmission of signals and sounds of all kinds including signals provided by a cable television system 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; and 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 hereby 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. No permanent buildings or retaining walls shall be placed in the said easement ways but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do hereunto set my hand this 31<sup>st</sup> day of January, 1990.

Charles G. Smith

undersigned, a Notary  
Les G. Smith, to me  
as is affixed to the  
sa thereof to be his  
test above written.



FILED	Jan 1990
81044	
100	



of Section 15, a distance of 1062.43 feet; thence N01°10'30"W, a distance of 160.00 feet; thence S59°49'30"E, a distance of 21.50 feet; thence N14°29'31"E, a distance of 611.37 feet to the southwest corner of Lot 159 in said Southridge; thence along the southerly and westerly lines of said Southridge by the following described courses; thence S75°30'29"E, a distance of 160.00 feet; thence S14°29'31"W, a distance of 62.34 feet; thence S75°30'29"E, a distance of 127.34 feet; thence S00°10'30"E, a distance of 108.38 feet; thence N89°49'30"E, a distance of 112.82 feet; thence W72°03'18"E, a distance of 126.01 feet; thence S00°10'30"E, a distance of 138.46 feet; thence N89°49'30"E, a distance of 10.53 feet; thence northeasterly on a curve to the left with a radius of 317.21 feet, a distance of 38.47 feet, said curve having a long chord which bears N86°21'04"E, a distance of 38.48 feet; thence S07°01'22"E, a distance of 146.69 feet; thence N70°02'42"E, a distance of 15.69 feet; thence S35°21'16"W, a distance of 69.34 feet; thence S03°03'48"E, a distance of 55.21 feet; thence northeasterly on a curve to the left with a radius of 172.12 feet, a distance of 83.63 feet, said curve having a long chord which bears N73°01'03"E, a distance of 82.81 feet; thence S30°54'07"E, a distance of 167.54 feet; thence S00°10'30"E, a distance of 40.14 feet to the Point of Beginning.

21'  
63'  
82.81'

*Robert Clark*  
Robert Clark, LS-419      January 31, 1990      Date



1°07'54"  
30'54"

**DEDICATION:**

Know all men by these presents that I, Charles G. Smith, owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereinafter known as SOUTHRIDGE 1ST ADDITION (Lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on this plat, and I hereby dedicate to the public for public use the streets, avenues and circles, and I do hereby grant easements as shown on this plat. I do further grant a perpetual easement to the Omaha Public Power District and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, 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 transmission of signals and sounds of all kinds including signals provided by a cable television system 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; and 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. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do hereunto set my hand this 31<sup>st</sup> day of January, 1990.

*Charles G. Smith*  
Charles G. Smith

SOUTHRIDGE 1st ADDITION      FINAL PLAT

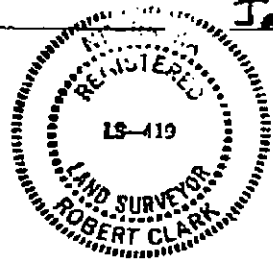
1990      0111

of Section 13, a distance of 1060.43 feet; thence N00°10'30"W, a distance of 160.00 feet; thence N89°49'30"E, a distance of 21.58 feet; thence N14°29'31"E, a distance of 611.37 feet to the Southwest corner of Lot 159 in said Southridge; thence along the Southerly and Westerly lines of said Southridge on the following described courses; thence S75°30'29"E, a distance of 160.00 feet; thence S14°29'31"W, a distance of 62.34 feet; thence S75°30'29"E, a distance of 127.34 feet; thence S00°10'30"E, a distance of 108.38 feet; thence N89°49'30"E, a distance of 212.82 feet; thence N72°03'18"E, a distance of 126.07 feet; thence S00°10'30"E, a distance of 138.46 feet; thence N89°49'30"E, a distance of 10.53 feet; thence Northeasterly on a curve to the left with a radius of 317.21 feet, a distance of 38.47 feet, said curve having a long chord which bears N86°21'04"E, a distance of 38.44 feet; thence S07°07'22"E, a distance of 146.69 feet; thence N70°02'42"E, a distance of 15.69 feet; thence S35°21'16"E, a distance of 69.34 feet; thence S03°03'48"E, a distance of 55.21 feet; thence Northeasterly on a curve to the left with a radius of 172.12 feet, a distance of 83.63 feet, said curve having a long chord which bears N73°01'03"E, a distance of 82.81 feet; thence S30°54'07"E, a distance of 167.54 feet; thence S00°10'30"E, a distance of 40.14 feet to the Point of Beginning.

21'  
63'  
82.81'

Robert Clark  
Robert Clark, LS-419

January 31, 1990  
Date



1°07'E  
54'  
30'E  
4'

Elliott & Assoc

SOUTHRIDGE 1st ADDITION

FINAL PLAT

**DEDICATION:**

Know all men by these presents that I, Charles G. Smith, owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereinafter known as SOUTHRIDGE 1ST ADDITION (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on this plat, and I hereby dedicate to the public for public use the streets, avenues and circles, and I do hereby grant easements as shown on this plat, I do further grant a perpetual easement to the Omaha Public Power District and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, 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 transmission of signals and sounds of all kinds including signals provided by a cable television system 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; and 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 perimiter 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. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do hereunto set my hand this 6<sup>th</sup> day of Mar., 1990.

Charles G. Smith  
Charles G. Smith

1990  
6

Southridge 1st add

Plat and Dedication  
Filed 3-16-90, in Book 90 at Page 03409, 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

\_\_\_\_\_ 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 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 116 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,

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants
- Protective Covenants
- or

Filed 4-26-90, in Book 90 at Page 25390, 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

\_\_\_\_\_ a \_\_\_\_\_ 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. Architectural Control

R/c 91-00710 filed 1-16-91 Architectural Control

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Supp SID#133 90-06946 filed 5-24-90 copy  
SID#133 91-111121 filed 7-25-91 copy

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_