

Surrey Hills

A SUBDIVISION OF TAX LOTS 22 & 23
IN SECTION 35, T 17 N, R 12 E
WASHINGTON COUNTY, NEBRASKA

#PAGES: 2
DATE: 8/21/06
FROM: Book 2, Page 67
CO. WASH. CO.
FAX#

PROTECTIVE COVENANTS

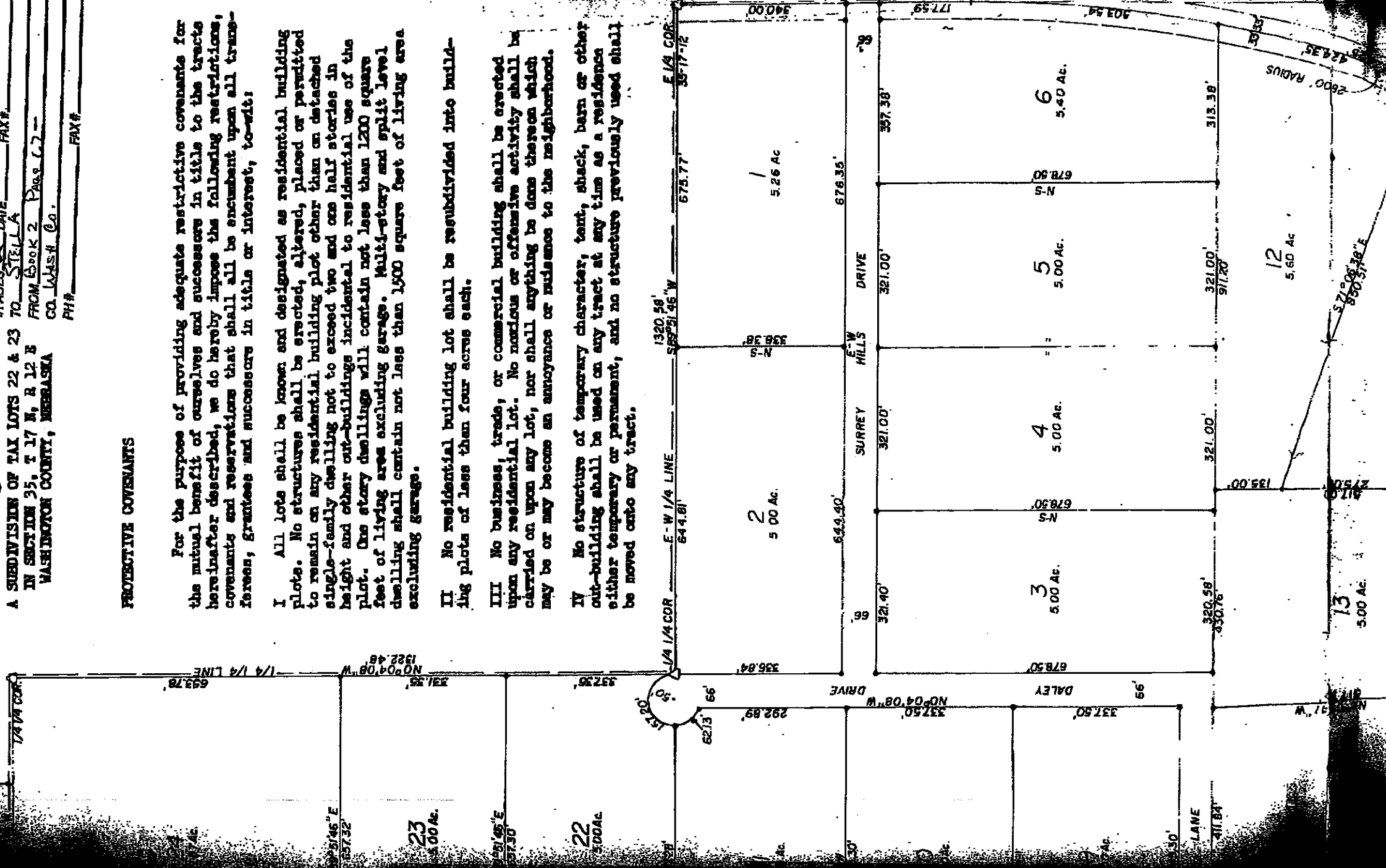
For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following restrictions, covenants and reservations that shall all be incumbent upon all transferees, grantees and successors in title or interest, to-wit:

I All lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than an detached single-family dwelling not to exceed two and one half stories in height and other out-buildings incidental to residential use of the plot. One story dwellings will contain not less than 1200 square feet of living area excluding garage. Multi-story and split level dwelling shall contain not less than 1500 square feet of living area excluding garage.

II No residential building lot shall be resubdivided into building plots of less than four acres each.

III No business, trade, or commercial building shall be erected upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence either temporary or permanent, and no structure previously used shall be moved onto any tract.

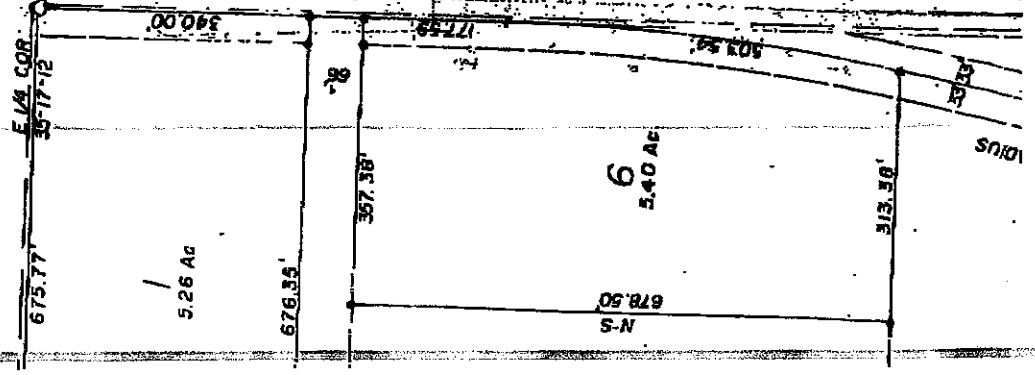




restrictive covenants for
 lots in title to the tracts
 the following restrictions,
 to encumber upon all trans-
 fer of interest, to-wit:

1. as residential building
 used, placed or permitted
 other than on detached
 lots or half stories in
 residential use of the
 less than 1200 square
 feet and split level
 square feet of living area

2. subdivided into build-
 ings shall be erected
 or any activity shall be
 done thereon which
 is to the neighborhood,
 or, shack, barn or other
 building time as a residence
 was previously used shall



V Animals, other than swine may be kept, provided that they are not kept, bred or maintained as the primary source of income of the lot owner.

VI No brush, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VII Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor, or contractor - builder, prior to covering any septic system, to notify the Health Officer that the septic well is ready for his final inspection. In no case may a system be closer than 100 feet from any part of septic tank closer than fifty feet to a lot line. Well casings will be cemented for a distance of ten feet below the surface of the ground. No well or septic tank system may be constructed on one lot which would interfere with a properly planned and constructed well and/or septic tank system on an adjoining lot.

VIII No changes in the topography of a lot are permitted which would interfere with proper drainage either on the lot of the owner, or any other lot.

IX These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

X If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

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

Signed this 2ND day of OCTOBER, A.D. 1975.

Robert J. Sorensen
 Robert J. Sorensen, Owner

We do hereby grant a perpetual Easement to the Omaha Public Power District, and NORTHWESTERN BELL their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, 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 for reception thereof on, over, through, under and across a five (5) foot wide strip of land...


FILED

1976 JUL 16 PM 2:37

E A S E M E N T

The undersigned Hoshall E. Thomas and Oleta I. Thomas, husband and wife, and John R. Methvin and Kie Methvin, husband and wife, being the owners of Tax Lot Twenty-nine (29) in Section Thirty-five (35), Township Seventeen (17) North, Range Twelve (12), East of the Sixth Principal Meridian in Washington County, Nebraska, which said Tax Lot comprises all of the roads located in Surrey Hills, a subdivision in Washington County, Nebraska, which said roads are called "Sorensen Lane", "Daley Drive" and "Surrey Hills Drive", for valuable consideration, receipt thereof being hereby acknowledged, do hereby grant and convey a perpetual easement for roadway purposes over, through, and across said Tax Lot, to the owners of Lots One through Twenty-four (1 through 24) inclusive in Surrey Hills, a subdivision in Washington County, Nebraska. Said easement being hereby granted to owners and their heirs and assigns.

Dated this 13th day of July, 1976.



 Hoshall E. Thomas



 Oleta I. Thomas



 John R. Methvin



 Kie Methvin

STATE OF OKLAHOMA)
)
 COUNTY OF OKLAHOMA)

On this 13th day of July, 1976,

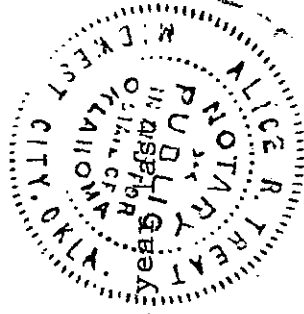
before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State personally came Hoshall E. Thomas and Oleta I. Thomas, husband and wife, and John R. Methvin and Kie Methvin, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

OFFICES OF
 O'HANLON & O'HANLON
 LAWYERS
 BLAIR, NEBRASKA

226

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1830
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 16th DAY OF JULY, A.D. 1976
 AT 109 O'CLOCK P.M. AND RECORDED IN BOOK
 _____ AT PAGE 226-227
 COUNTY CLERK Cherilyn R. Pitzer
 DEPUTY Karen Subblany

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



Alice R. Dreat
Notary Public

My commission expires: 7-16-78

Surrey Hills

Plat and Dedication
Filed 10-10-75 6 in Book 2 at Page 420, Instrument No. 67

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 adjoining all

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 16 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
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 10-10-75, in Book 2 at Page 67, 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 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 16 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
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.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Resolution 105-447 Filed 11-3-75 Copy
EASE 109-226 Filed 7-16-76 Copy
Resolution 126-122 Filed 12-13-79 Copy
Resolution 126-200 Filed 6-10-82 Copy
Resolution 143-101 Filed 10-26-83 Copy
 zoning Resolution 188-539 Filed 10-24-90 Copy
Resolution 190-734 Filed 12-26-90 Copy
Resolution 201-329 Filed 3-12-92 Copy