

DECLARATION OF PROTECTIVE COVENANTS

JAMES INVESTMENT CO. (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska; and having an office and place of business in Douglas County, Nebraska) does hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them described as follows:

Lots one (1) thru twenty (20) inclusive and Lots twenty-eight (28) thru forty-five (45) inclusive, Block eight (8); and Lots twenty-six (26) thru twenty-nine (29) inclusive, Block thirteen (13), Tomahawk Hills, 5th Addition, Douglas County, Nebraska.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb.
7. No Noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
9. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. The invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN TESTIMONY WHEREOF the said James Investment Co. has caused these presents to be executed in its corporate name by its President and its Assistant Secretary and its corporate seal to be hereunto affixed this 15th day of February, 1962.

Witnesses:

JAMES INVESTMENT CO.

John A. Deane

James R. Wyatt
_____ James R. Wyatt - President

Rolland E. Tullen

Rolland E. Tullen
_____ Rolland E. Tullen - Asst. Secretary

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 15th day of February, 1962, before me, a Notary Public within and for Ramsey County, personally appeared James R. Wyatt, and Rolland E. Tullen, to be personally known, who being each by me fully sworn did say that they are respectively the President and Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said James R. Wyatt and Rolland E. Tullen acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

John A. Deane
_____ Notary Public

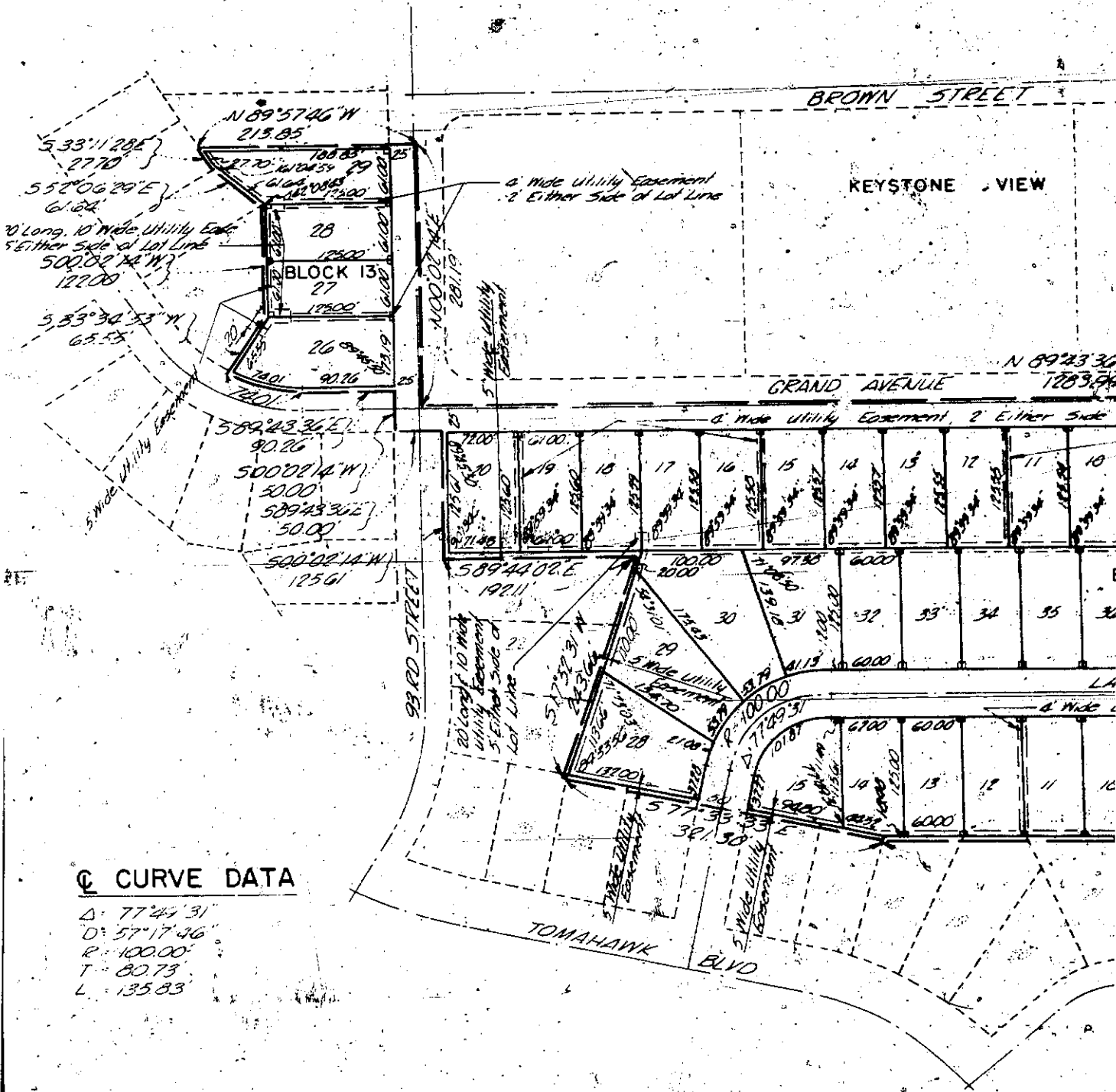
JOHN A. DEANE
Notary Public
My Comm. Expires 31. 1968

TOMAHAWK

HILLS

5TH ADDITION

PART OF BLOCKS 7, 8 AND 13.



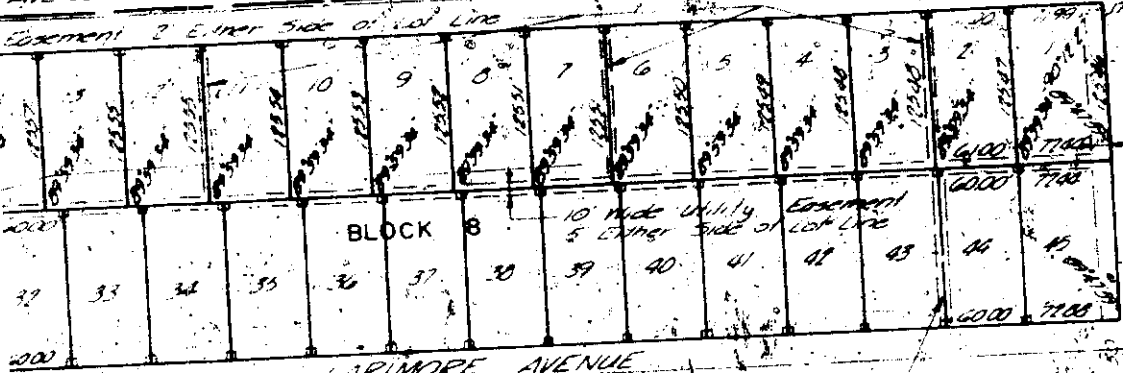


Scale 1"=100'

OWN STREET

KEYSTONE VIEW

N 89°23'36" W
1283.99



15' wide Utility Easement

LARIMORE AVENUE

4' wide Utility Easement 2' Either Side of Lot Line

BLOCK 7

S 89°43'00" E
827.50

Point of Beginning

FOWLER AVE

N 80°03'57" E
4' Section Line

823.33

SE Corner of NW 1/4
Section 3, T15N, R12E

CORPORATION ACKNOWLEDGEMENT

State of Nebraska }
County of Douglas } 55

On this 26 day of June AD 1961, before me, a Notary Public, in and for said County, personally, and came the above named James R. Wright, President, and Robert C. Flakne, Assistant Secretary of James Investment Co. (a corporation), who are personally known to me to be the identical persons whose names are affixed to the within instrument as President and Assistant Secretary of said corporation, and they acknowledge the execution thereof to be their voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereunto affixed by its authority.
Witness my hand and official seal the last date aforesaid.



Paul S. Lutz
Notary Public

My commission expires on the 3 day of June 1963



APPROVAL OF CITY PLANNING BOARD

BOOK 1128 PAGE 369

This plot of Tomahawk Hills, 5th Addition, Part of Blocks 7, 8, and 13 was approved by the City Planning Board of the City of Omaha this 28th day of JUNE AD 1914

W. H. ...
Chairman of the City Planning Board

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve the plot of Tomahawk Hills, 5th Addition Part of Blocks 7, 8, and 13 this 27th day of JUNE AD 1914

L. P. ...
City Engineer

OMAHA CITY COUNCIL ACCEPTANCE

This plot of Tomahawk Hills, 5th Addition, Part of Blocks 7, 8, and 13 was approved and accepted by the City Council of the City of Omaha, on the 12th day of AUGUST AD 1914

James ...
Mayor

M. J. ...
City Clerk

ACKNOWLEDGEMENT OF GRADING

I hereby certify that the streets shown on this plot are shown on the ground approved by the City Engineer on the 23rd day of June AD 1914

Carl ...
City Engineer

COUNTY TREASURER'S CERTIFICATE

To certify that no regular or special taxes due or delinquent against the property described in the surveyors certificate are embraced in this certificate as shown by records of this office

James ...
County Treasurer

DEDICATION

Be it remembered that the undersigned, James P. ... and Robert C. ... of James Investment Co. ... and the Bank of Bennington ... have dedicated to the public use of the streets shown on this plot for the service use of the Omaha Public Power District and the Northwestern Bell Telephone Company for the erection and maintenance of their utilities

JAMES INVESTMENT CO

James P. ...
James P. ...

Robert C. ...
Robert C. ...

BANK OF BENNINGTON

Mortgagee

Jerry E. ...
President and *Jerry E. ...* Vice President and Cashier

Mortgagee

George W. ... *Viola M. ...*
George W. Michka and Viola M. Michka, husband and wife

Mortgagee

Ray ... *Minnie ...*
Ray Morris and Minnie Morris, husband and wife

THE SURVEYOR'S CERTIFICATE

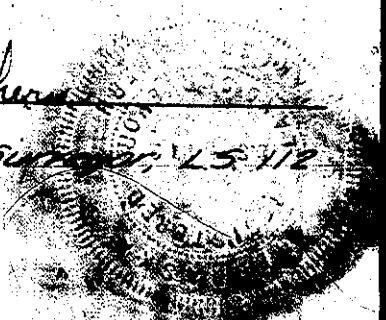
I, Charles W. Ahern, Registered Land Surveyor, of the State of Nebraska, do hereby certify that I have accurately surveyed and staked with iron pipes, all corners of all lots, streets, angle points and the ends of all curves as shown on this plat of TOMAHAWK HILLS 5TH ADDITION, Part of Blocks 7, 8, and 13. The limits and boundaries of said part blocks are as follows:

A tract of land lying wholly within the Northwest $\frac{1}{4}$ of Section 3, Township 15 North, Range 12 East, of the 6th P.M. Douglas County, Nebraska, and more particularly described as follows:

Beginning at a point on the west R.O.W. line of 90th Street, said point being 873.33 feet northerly and 33.00 feet westerly of the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 3, thence $N 00^{\circ} 03' 57'' E$ along the west R.O.W. line of 90th Street parallel to the east line of the NW $\frac{1}{4}$ a distance of 450.46 feet to a point, thence $N 89^{\circ} 43' 36'' W$ a distance of 1288.99 feet to a point, thence $N 00^{\circ} 02' 14'' E$ a distance of 281.19 feet to a point, thence $N 89^{\circ} 57' 46'' W$ a distance of 213.85 feet to a point, thence $S 33^{\circ} 11' 28'' E$ a distance of 27.70 feet to a point, thence $S 52^{\circ} 06' 29'' E$ a distance of 61.64 feet to a point, thence $S 00^{\circ} 02' 14'' W$ a distance of 122.00 feet to a point, thence $S 83^{\circ} 34' 53'' W$ a distance of 65.55 feet to a point, thence southeasterly along a curve to the left, said curve having a radius of 150.00 feet, a distance of 74.01 feet to a point, thence $S 89^{\circ} 43' 36'' W$ a distance of 90.26 feet to a point, thence $S 00^{\circ} 02' 14'' W$ a distance of 50.00 feet to a point, thence $S 89^{\circ} 43' 36'' W$ a distance of 50.00 feet to a point, thence $S 00^{\circ} 02' 14'' W$ a distance of 125.61 feet to a point, thence $S 89^{\circ} 44' 02'' E$ a distance of 192.11 feet to a point, thence $S 17^{\circ} 52' 31'' W$ a distance of 243.00 feet to a point, thence $S 77^{\circ} 33' 33'' E$ a distance of 321.30 feet to a point, thence $S 89^{\circ} 44' 02'' E$ a distance of 827.50 feet to the Point of Beginning and containing 12.77 acres more or less.

Date June 26 A.D. 1961.

Charles W. Ahern
Charles W. Ahern
Registered Land Surveyor, L.S. 112



ACKNOWLEDGEMENT OF NOTARY

State of Nebraska } 55
County of Douglas }

On this 26 day of June A.D. 1964, before me, a Notary Public, duly commissioned and qualified in and for said County, came George W. Michko, Viola M. Michko, Roy Morris, and Winnie Morris, who are personally known to me to be identical persons whose names are affixed to the dedication on this plat and they acknowledge the signing of said dedication to be their voluntary act and deed. Witness my hand and official seal the date last aforesaid.

Rose Lydick
Notary Public

My commission expires on the 3 day of June A.D. 1965

CORPORATION ACKNOWLEDGEMENT

State of Nebraska } 55
County of Douglas }

On this 26th day of June A.D. 1964 before me, a Notary Public, in and for said County, personally came the above named H.E. Roe, President, and Jerry E. Roe Vice-President and Cashier of the Bank of Bennington, (a corporation) who are personally known to me to be the identical persons whose names are affixed to the within instrument as President and Vice President and Cashier of said corporation, and they acknowledge the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation, and that the Corporate Seal of said corporation was thereto affixed by its authority. Witness my hand and official seal the date last aforesaid.

General Keabunke
Notary Public

My commission expires on the 20th day of April A.D. 1967

KIRKHAM, MICHAEL B ASSOCIATES
ENGINEERS ARCHITECTS
OMAHA RAPID CITY FARGO

J.C. Synaboda
Surveyor Atty

Tomanawk Hills 5th add

Plat and Dedication

Filed 10-6-61 in Book 1128 at Page 366, Instrument No. _____

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable
and any cable company granted a cable television franchise system, and/or

no lease

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.

Any additional info,

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

Filed 3-1-63, in Book 377 at Page 96, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable
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 lone 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

*Easements for installation and maintenance of utilities
and drainage facilities*

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