

Surrey Hills

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

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 encumbent 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 on 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.

V Animals they are not of income of

VI No trees dumped on any to keep said burnable refu

VII Wells a Health Depart accordance wi of a percolat tractor, or c septic system system is rea well be close systems nor m closer than f cemented for the ground. on one lot wh constructed w

VIII No chang which would i of the owner,

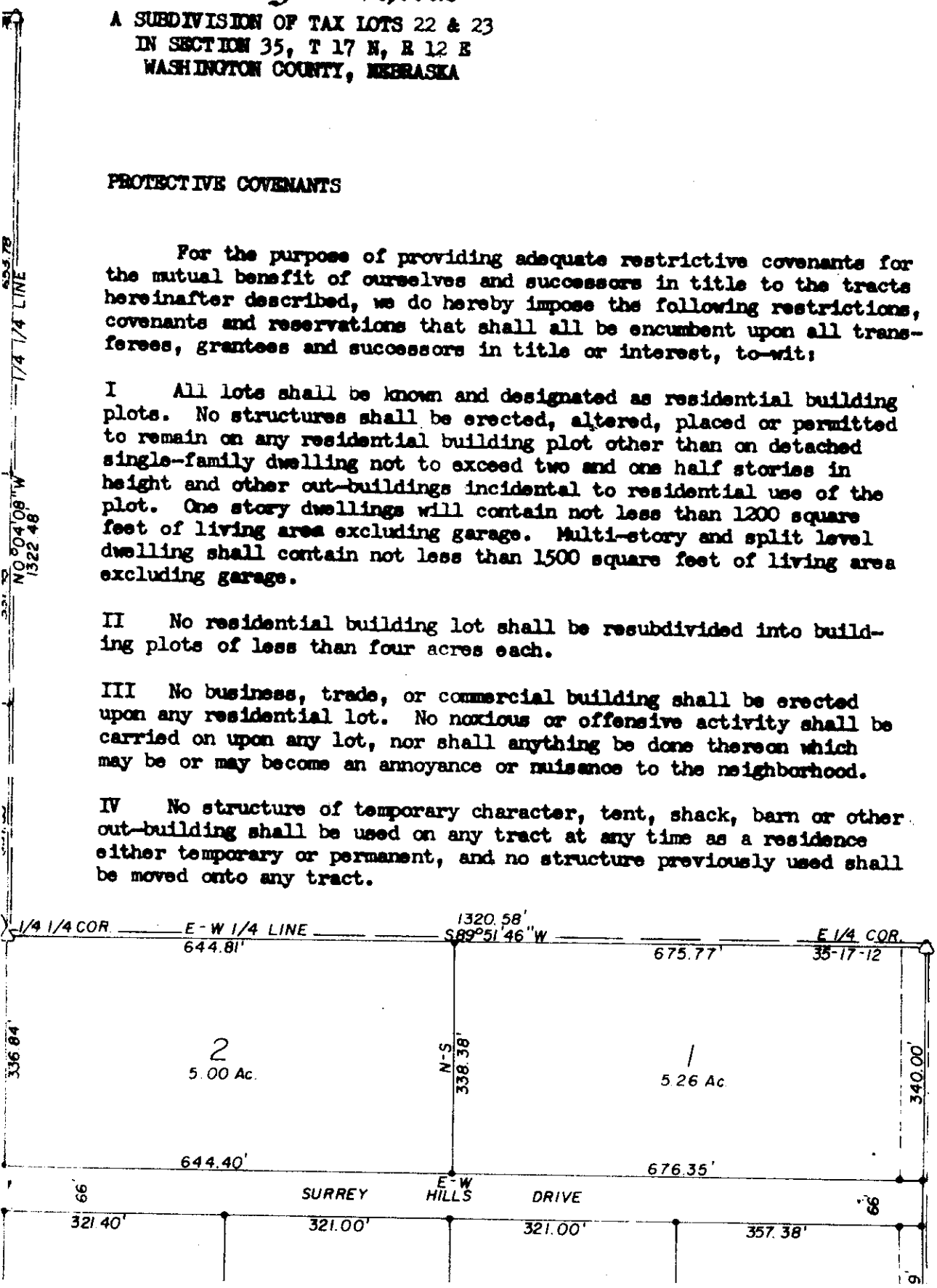
IX These c binding on al until January automatically unless an inst of said lots t covenants in v

X If the p or assigns she be lawful for described prop equity against to violate any from so doing

XI Invalida of court order visions which

Signed this ___

R. A. A



NO 20409 W 1322.48' 1/4 1/4 LINE

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 trash, 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 system is ready for his final inspection. In no case may a well be closer than 100 feet from any part of septic tank systems nor may a well or septic tank system on any lot be 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 10 TH day of OCTOBER. A.D. 1975.

R. A. [Signature]

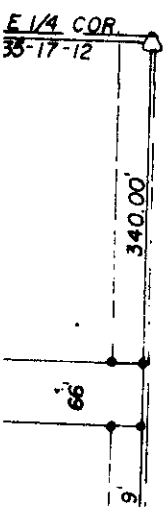
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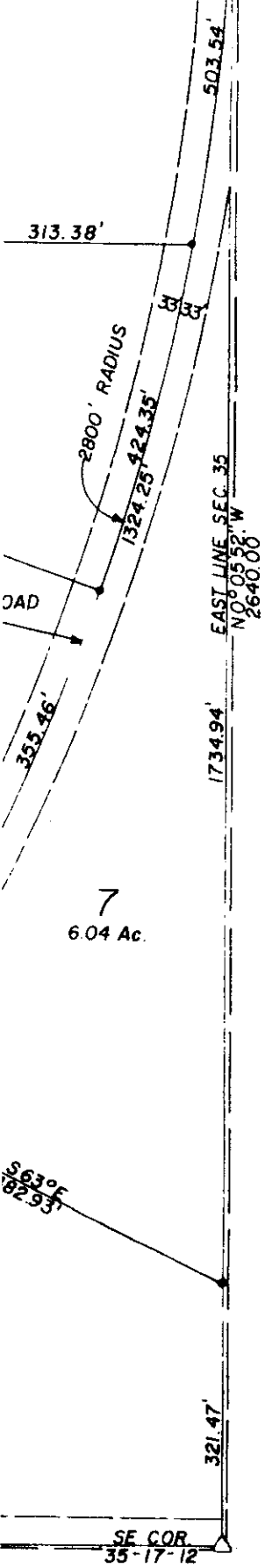
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We do hereby grant a perpetual Easement to the Omaha Public Power District, and NORTHWESTERN BELL, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other 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 the reception thereof on, over, through, under and across a five (5') foot wide strip of land adjoining all side boundary lot lines; and eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot Easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot Easements within sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot Easement shall automatically terminate and become void as to such unused or abandoned Easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen (16') foot wide Easement will be reduced to an eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock 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.

Signed this 10 TH day of OCTOBER. A.D. 1975.

Robert J. Sorensen

Robert J. Sorensen

KNOW ALL MEN BY THESE PRESENTS THAT:

Robert J. Sorensen, owner and proprietor of the tract of land shown and described hereon, has caused the same to be divided into lots and roads, and in witness thereof, said party has caused these presents to be signed this 10 TH day of OCTOBER A.D., 1975.

Robert J. Sorensen

Robert J. Sorensen

Surrey Hills

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

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VIII No change which would interfere of the owner, of

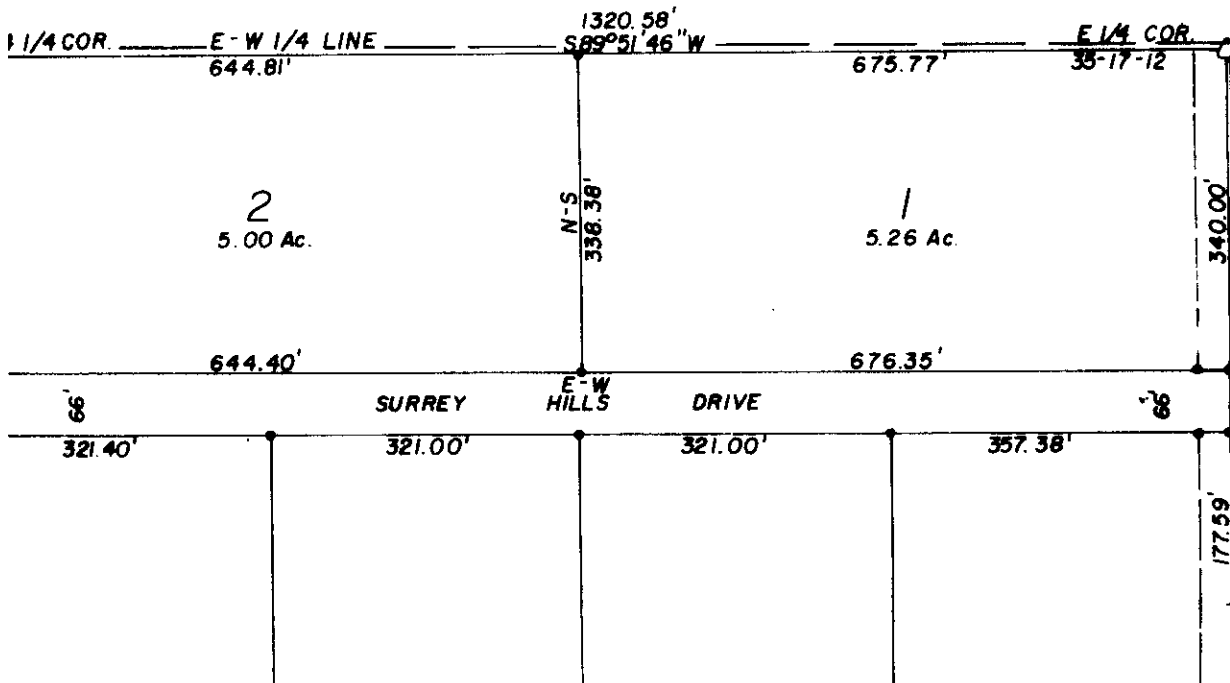
IX These covenants binding on all until January 1 automatically unless an instrument of said lots her covenants in which

X If the person or assigns shall be lawful for described property equity against to violate any from so doing

XI Invalid of court order provisions which

Signed this _____

Robert J. Score
 Robert J. Score



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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 2 ND day of OCTOBER. A.D. 1975.

Robert A. Lorenson

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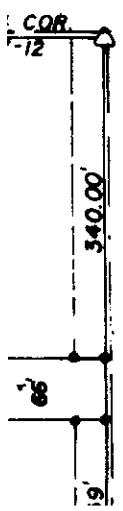
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We do hereby grant a perpetual Easement to the Omaha Public Power District, and NORTHWESTERN BELL, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other 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 the reception thereof on, over, through, under and across a five (5') foot wide strip of land adjoining all side boundary lot lines; and eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot Easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot Easements within sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot Easement shall automatically terminate and become void as to such unused or abandoned Easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen (16') foot wide Easement will be reduced to an eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock 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.

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

Robert J. Sorensen
 Robert J. Sorensen

KNOW ALL MEN BY THESE PRESENTS THAT:

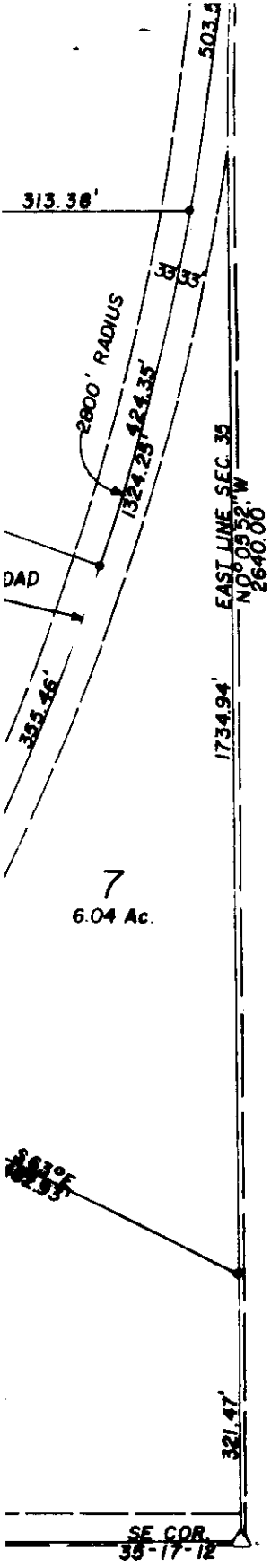
Robert J. Sorensen, owner and proprietor of the tract of land shown and described hereon, has caused the same to be divided into lots and roads, and in witness thereof, said party has caused these presents to be signed this 2 ND day of OCTOBER A.D., 1975.

Robert J. Sorensen
 Robert J. Sorensen

Witnessed this 2 ND day of OCTOBER, 1975.

 Harold A. White
 Notary Public

Harold A. White
 Notary Public



FILED

FINAL

PLAT

92 AUG 27 PM 12:46

FIRST ADDITION TO SURREY HILLS

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

A SUBDIVISION OF VACATED LOTS 22, 23, AND 24, IN SURREY HILLS SUBDIVISION, TOGETHER WITH ALL OF TAX LOT 45; ALL LYING IN SECTION 35, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA.

NOTES:

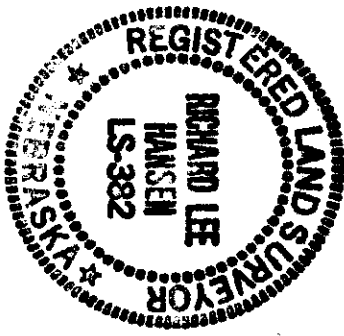
1. New Construction Shall Meet Set Back Requirements As Per The Zoning Resolution.
2. New Construction Shall Be Set Back A Minimum of 25 feet from the Boundary of the 40 foot wide Platted Private Drive (Shady Oaks Lane).
3. No New Construction Shall Be Permitted Over The Water Line Easement As Shown Hereon.

LEGAL DESCRIPTION:

FIRST ADDITION TO SURREY HILLS, A SUBDIVISION OF LOTS 22, 23, AND 24, IN SURREY HILLS SUBDIVISION TOGETHER WITH ALL OF TAX LOT 45, ALL LYING IN THE SW 1/4 OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 OF SAID SECTION 35, TOWNSHIP 17 NORTH, RANGE 12 EAST, AND ASSUMING THE SOUTH LINE OF SAID SW 1/4 NE 1/4 TO BEAR S 89°51'46" W; THENCE ALONG A 62.5 FOOT RADIUS CURVE TO THE LEFT, INITIAL TANGENT WHICH BEARS N 00°08'14" W, AN ARC DISTANCE OF 196.35 FEET TO A POINT ON THE SOUTH LINE OF SAID SW 1/4 NE 1/4; THENCE S 89°51'46" W ALONG SAID SOUTH LINE A DISTANCE OF 532.48 FEET TO THE SOUTHWEST CORNER OF LOT 22 IN SAID SURREY HILLS SUBDIVISION; THENCE N 00°08'08" W A DISTANCE OF 1322.66 FEET TO THE NORTHWEST CORNER OF LOT 24 IN SURREY HILLS SUBDIVISION; THENCE N 89°52'52" E A DISTANCE OF 657.62 FEET TO THE CENTER OF THE NE 1/4 OF SAID SECTION 35; THENCE N 89°59'01" E A DISTANCE OF 329.86 FEET TO THE NORTHEAST CORNER OF TAX LOT 45 IN SAID SECTION 35; THENCE S 00°07'44" E A DISTANCE OF 1330.94 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 45; THENCE S 89°41'16" W A DISTANCE OF 329.84 FEET TO THE POINT OF BEGINNING; AND CONTAINING 29.84 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT: JAMES J. LUKAS, AND MARGARET J. LUKAS, HUSBAND AND WIFE; RALPH J. KRAPER, AND CAROL A. KRAPER, HUSBAND AND WIFE; AND DENNIS E. DALEY, A SINGLE PERSON; BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THIS PLAT, HAVE CAUSED SAID LANDS TO BE PLATTED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, AND SAID PLAT TO BE HEREAFTER KNOWN AS "FIRST ADDITION TO SURREY HILLS", AND DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF SAID PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT A PERPETUAL ACCESS EASEMENT KNOWN AS SADDY OAKS LANE AS SHOWN HEREON TO THE OWNERS OF LOTS 1, 2, AND 3, INCLUSIVE. WE DO ALSO GRANT A PERPETUAL EASEMENT TO



Richard Lee Hansen
 RICHARD L. HANSEN
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. LS-382
 DATE: May 22, 1992
 CLIENT: James Lukas

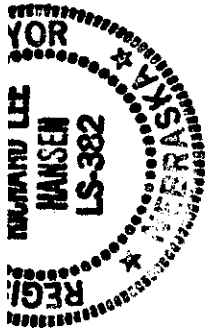
SURVEYOR'S CERTIFICATION:

I hereby certify that I have accurately surveyed the plat of "First Addition to Surrey Hills" as shown hereon, and have set or found iron pins on the corners of all the lots in said subdivision; I further certify that I am a duly registered land surveyor under the laws of the State of Nebraska.

S 00°07'44" E
 1321.35' (R)
 1320.94' (m)

674.37'

WATER LINE EASEMENT DESCRIPTION:
 A strip of land twenty feet (20') in width, over and across Lot 2, First Addition to Surrey Hills, a subdivision lying in the SW 1/4 of Section 35, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: From the northwest corner of Lot 2 in First Addition to Surrey Hills



WATER LINE EASEMENT DESCRIPTION:

A strip of land twenty feet (20') in width, over and across Lot 2, First Addition to Surrey Hills, a subdivision lying in the S½ NE¼ of Section 35, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: From the northeast corner of Lot 2 in First Addition to Surrey Hills, a subdivision in the S½ NE¼ of Section 35, T 17 N, R 12 E; thence S 89°51'56" W along the north line of said Lot 2 a distance of 535.68 feet to the point of beginning, said point lying 20.00 feet east of the easterly right-of-way line of Shady Oaks Lane in said subdivision; thence southerly parallel to and 20.00 feet east of said easterly lane R.O.W. line as follows; thence S 00°55'02" E a distance of 16.17 feet to a point of curvature; thence along a 263.54 foot radius curve to the right an arc distance of 219.61 feet; thence S 46°49'41" W a distance of 79.48 feet to the north line of Lot 1 in said First Addition to Surrey Hills; thence N 51°27'39" W along said north line a distance of 20.21 feet to the easterly R.O.W. line of said Shady Oaks Lane; thence along said easterly R.O.W. line as follows; thence N 46°49'41" E a distance of 82.40 feet to a point of curvature; thence along a 243.54 foot radius curve to the left an arc distance of 202.94 feet; thence N 00°55'02" W a distance of 16.44 feet to a point on the north line of said Lot 2; thence N 89°51'56" E along said north line a distance of 20.00 feet to the Point of Beginning.

PRIVATE DRIVE ROAD DESCRIPTION: ("SHADY OAKS LANE")

A tract of land forty feet (40') in width, over and across Lots 1 and 2, in the First Addition to Surrey Hills, a subdivision lying in the S½ NE¼ of Section 35, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: From the southeast corner of the S½ NE¼ of said Section 35, T 17 N, R 12 E, and assuming the south line of said S½ NE¼ to bear S 89°51'46" W; thence along a 62.5 foot radius curve to the left, initial tangent of which bears N 00°08'14" W, an arc distance of 139.10 feet to the Point of Beginning; thence N 89°44'40" W a distance of 112.96 feet; thence N 81°24'33" W a distance of 103.00 feet; thence N 69°01'06" W a distance of 67.44 feet to a point of curvature; thence along a 111.30 foot radius curve to the right an arc distance of 135.94 feet; thence N 00°34'55" E a distance of 77.23 feet to a point of curvature; thence along a 73.76 foot radius curve to the right an arc distance of 59.49 feet; thence N 46°49'41" E a distance of 180.84 feet to a point of curvature; thence along a 243.54 foot radius curve to the left an arc distance of 202.94 feet; thence N 00°55'02" W a distance of 16.44 feet to the north line of Lot 2 in said First Addition to Surrey Hills; thence westerly along said north line S 89°51'46" W a distance of 4.17 feet; thence continuing along said north line N 37°03'39" W a distance of 60.75 feet; thence S 00°55'02" E a distance of 65.56 feet to a point of curvature; thence along a 203.54 foot radius curve to the right an arc distance of 169.61 feet; thence S 46°49'41" W a distance of 180.84 feet to a point of curvature; thence along a 111.75 foot radius curve to the left an arc distance of 91.75 feet; thence S 00°34'55" W a distance of 76.99 feet to a point of curvature; thence along a 151.30 foot radius curve to the left an arc distance of 184.79 feet; thence S 69°01'06" E a distance of 71.79 feet; thence S 61°24'33" E a distance of 110.25 feet; thence S 89°44'40" E a distance of 92.47 feet to a point on a 62.5 foot radius curve to the right, initial tangent of which bears N 06°49'32" E, an arc distance of 47.48 feet to the Point of Beginning.

TIES TO SUBDIVISIONAL CORNERS:

- ① FOUND 3/4" PINCHED-TOP PIPE BURIED 0.2' DEEP 0.5' North to protection as

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 3412
 ENTERED IN THE NEBRASKA INDEX AND FILED FOR RECORD
 THIS 27th day of August A.D. 1992
 AT 12:40 O'CLOCK P.M. AND RECORDED IN BOOK
 Plot Book 2 CASE 631-034 Peterson
 COUNTY CLERK CHARLOTTE J. PETERSON
 DEPUTY KAREN MADRNEY

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT: JAMES J. LUKAS, AND MARGARET J. LUKAS, HUSBAND AND WIFE; RALPH J. KRAMPER, AND CAROL A. KRAMPER, HUSBAND AND WIFE; AND DENNIS E. DALEY, A SINGLE PERSON; BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THIS PLAT, HAVE CAUSED SAID LANDS TO BE PLATTED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, AND SAID PLAT TO BE HEREAFTER KNOWN AS "FIRST ADDITION TO SURREY HILLS", AND DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF SAID PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT A PERPETUAL ACCESS EASEMENT KNOWN AS SHADY OAKS LANE AS SHOWN HEREON TO THE OWNERS OF LOTS 1, 2, AND 3, INCLUSIVE. WE DO ALSO GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT, TO THE BLAIR TELEPHONE COMPANY, AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE PLATTED AND TO THEIR SUCCESSORS AND ASSIGNS. TO ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT, LIGHT, HEAT, AND POWER, AND FOR ALL TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER, AND ACROSS AN EIGHT FOOT (8') EASEMENT ON THE SIDE AND FRONT, AND SIXTEEN FEET (16') EASEMENT ON THE REAR STRIP OF LAND ADJOINING ALL THE BOUNDARY LINES OF THESE LOTS; AND THAT NO BUILDINGS OR RETAINING WALLS WILL BE CONSTRUCTED WITHIN SAID EASEMENTS.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR NAMES THIS 17th DAY OF August, A.D., 1992.

James J. Lukas Margaret J. Lukas
 James J. Lukas Margaret J. Lukas
 Ralph J. Kremper Carol A. Kremper
 Dennis E. Daley

ACKNOWLEDGMENT:

STATE OF NEBRASKA) SS
 COUNTY)

On this 17th day of August, A.D., 1992, before me, a Notary Public duly commissioned and qualified in and for said County, personally appeared James J. Lukas, and Margaret J. Lukas; Ralph J. Kremper, and Carol A. Kremper; and Dennis E. Daley, who are known to me to be the identical persons whose names are affixed to the Dedication of this Plat, and who acknowledge the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and official seal the date last aforesaid.

Notary Public
 Thelma L. Edler

S 00°07'44" E
 1321.35 (R)
 1320.94 (M)

360.94

286.03

34' (m)
 15' (R)
 16" W