

29-237

AMENDMENT  
TO  
"PROTECTIVE COVENANTS AND RESTRICTIONS"

JOHN BUCHON CO., for Lots 21 through 24 inclusive; 51 through 195 inclusive; and 207 through 267 inclusive, all in Chandler Acres Addition, an addition as surveyed, platted and recorded in Sarpy County, Nebraska, and which were duly recorded in Sarpy County, Nebraska, on May 5, 1960, in Book 26, page 368, are hereby amended in the following particular:

Paragraph # (1) in said instrument, recorded in Book 26, page 368, is hereby amended to read as follows:

"All lots in the tract, except Lots 207 and 208, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a private garage, or not more than two cars, except that multiple family dwellings may be erected on Lots 207 and 220, inclusive, with a private garage for each dwelling unit. The houses described as Lots 207 and 208 in Chandler Acres Addition and structures thereon may be used for any of the purposes permitted by the Sarpy County Zoning Regulations described as Subdivisions I, II and III, as provided in the Zoning Regulations Revised Number 10, 1959."

All other provisions of said covenants and easements remain in full force and effect as written and recorded.

Approved and executed by the following owners of the above described lots, this 3/27 day of March, 1961.

Property Owners      Description of Property Deed

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

Barbara H. Kallhall      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
Barbara H. Kallhall      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
Barbara H. Kallhall      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
Barbara H. Kallhall      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska  
John Buchon Co.      Lot 21, Chandler Acres Addition, Sarpy County, Nebraska

FILED FOR RECORD IN SARPY COUNTY NEBRASKA, MARCH 26, 1961 AT 12 O'CLOCK NOON  
AND RECORDED IN BOOK 29 OF PLAT PAGE 237 PARCEL R#1 COUNTY CLEK. 33-224



THE PROBLEMS  
OF THE PRACTICAL  
TESTIMONIALS. -  
Statistics as measured, plotted  
and recorded in many countries  
but very meager in the United States.

15 March 1911

# MISCELLANEOUS 29

29-218

Property Owners

Frank R. Bowles

Paul R. Bowles

William J. Bowles

Edith Bowles

Albert E. Burton

Walter V. Brannon

George W. Branton

James C. Branton

Robert F. Branton

Harvey H. Branton

Charles E. Branton

John T. Branton

James A. Branton

John W. Branton

Description of Property

Lot 28, Chandler Acres Addition, Sarpy County, Nebraska

Lot 24, Chandler Acres Addition, Sarpy County, Nebraska

Lot 30, Chandler Acres Addition, Sarpy County, Nebraska

Lot 32, Chandler Acres Addition, Sarpy County, Nebraska

Lot 34, Chandler Acres Addition, Sarpy County, Nebraska

Lot 36, Chandler Acres Addition, Sarpy County, Nebraska

Lot 38, Chandler Acres Addition, Sarpy County, Nebraska

Lot 40, Chandler Acres Addition, Sarpy County, Nebraska

Lot 42, Chandler Acres Addition, Sarpy County, Nebraska

Lot 44, Chandler Acres Addition, Sarpy County, Nebraska

Lot 46, Chandler Acres Addition, Sarpy County, Nebraska

Lot 48, Chandler Acres Addition, Sarpy County, Nebraska

Lot 50, Chandler Acres Addition, Sarpy County, Nebraska

Lot 52, Chandler Acres Addition, Sarpy County, Nebraska

Lot 54, Chandler Acres Addition, Sarpy County, Nebraska

Lot 56, Chandler Acres Addition, Sarpy County, Nebraska

Lot 58, Chandler Acres Addition, Sarpy County, Nebraska

Lot 60, Chandler Acres Addition, Sarpy County, Nebraska

Lot 62, Chandler Acres Addition, Sarpy County, Nebraska

Lot 64, Chandler Acres Addition, Sarpy County, Nebraska

Lot 66, Chandler Acres Addition, Sarpy County, Nebraska

Lot 68, Chandler Acres Addition, Sarpy County, Nebraska

Lot 70, Chandler Acres Addition, Sarpy County, Nebraska

Lot 72, Chandler Acres Addition, Sarpy County, Nebraska

Lot 74, Chandler Acres Addition, Sarpy County, Nebraska

Lot 76, Chandler Acres Addition, Sarpy County, Nebraska

Lot 78, Chandler Acres Addition, Sarpy County, Nebraska

Lot 80, Chandler Acres Addition, Sarpy County, Nebraska

Lot 82, Chandler Acres Addition, Sarpy County, Nebraska

Lot 84, Chandler Acres Addition, Sarpy County, Nebraska

Lot 86, Chandler Acres Addition, Sarpy County, Nebraska

Lot 88, Chandler Acres Addition, Sarpy County, Nebraska

Lot 90, Chandler Acres Addition, Sarpy County, Nebraska

Lot 92, Chandler Acres Addition, Sarpy County, Nebraska

Lot 94, Chandler Acres Addition, Sarpy County, Nebraska

Lot 96, Chandler Acres Addition, Sarpy County, Nebraska

Lot 98, Chandler Acres Addition, Sarpy County, Nebraska

Lot 100, Chandler Acres Addition, Sarpy County, Nebraska

Lot 102, Chandler Acres Addition, Sarpy County, Nebraska

Lot 104, Chandler Acres Addition, Sarpy County, Nebraska

Lot 106, Chandler Acres Addition, Sarpy County, Nebraska

Lot 108, Chandler Acres Addition, Sarpy County, Nebraska

Lot 110, Chandler Acres Addition, Sarpy County, Nebraska

Lot 112, Chandler Acres Addition, Sarpy County, Nebraska

Lot 114, Chandler Acres Addition, Sarpy County, Nebraska

Lot 116, Chandler Acres Addition, Sarpy County, Nebraska

Lot 118, Chandler Acres Addition, Sarpy County, Nebraska

Lot 120, Chandler Acres Addition, Sarpy County, Nebraska

Lot 122, Chandler Acres Addition, Sarpy County, Nebraska

Lot 124, Chandler Acres Addition, Sarpy County, Nebraska

Lot 126, Chandler Acres Addition, Sarpy County, Nebraska

Lot 128, Chandler Acres Addition, Sarpy County, Nebraska

# MISCELLANEOUS

29

1948 Officers

1948

232

A. George N. O'Brien  
150 W. Butterfield  
Munich Sutler  
Munich, S.D.  
Chairman

1948

233

J. L. S. Peck  
100 W. 1st Street  
Munich, S.D.  
Vice Chairman

1948

234

R. E. P. Peck  
100 W. 1st Street  
Munich, S.D.

1948

235

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

236

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

237

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

238

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

239

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

240

J. C. Peck  
100 W. 1st Street  
Munich, S.D.

1948

241

# MISCELLANEOUS

2

29-240

## DESCRIPTION OF PROPERTY OWNED

H. H. Schmid

lot 211, Omaha Area Section, Survey Square, Nebraska

PRODUCED BY

J. H. Schmid

lots 22, 23, 31, 33, 52, 53, 54, 55, 56, 57, 58,  
59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72,  
73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84,  
85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95,  
96, 97, 98, 99, 100, 101, 102, 103, 104, 105,  
106, 107, 108, 109, 110, 111, 112, 113, 114,  
115, 116, 117, 118, 119, 120, 121, 122, 123,  
124, 125, 126, 127, 128, 129, 130, 131, 132,  
133, 134, 135, 136, 137, 138, 139, 140, 141,  
142, 143, 144, 145, 146, 147, 148, 149, 150, 151,  
152, 153, 154, 155, 156, 157, 158, 159, 160,

MISSING  
SAY & WILSON

# MISCELLANEOUS

2  
9



STATE OF NEW YORK  
N.Y. A. 2017 } S.I.

On this 2/3 day of

of the year 1948, for said County, before me,  
John J. McHugh, Notary Public in and for said County, personally appeared  
Anselme R. Mitchell, husband and wife, Daniel J.  
husband and wife, Vincent J. Bonney and wife, David J.  
Salvatori and Joyce J. Salvatori, husband and  
wife, James J. O'les, husband and wife, James  
Robert P. Barnard, Jr. and Ann M.  
Amice J. Brodick, husband and wife, John  
and wife, Lyon P. Krum and Stella M.  
Fuselli, parents, husband and wife,  
husband and wife, Lester J. Paree  
Jerry B. Miller and Gertrude F.  
Orlens, Hansen, husband and wife,  
and wife, Richard A. Stern, and  
and wife, J. Podres, husband  
and wife, Clarence D.  
Singer, Jr., 2714 and family  
P. McCarthy, husband and wife,  
James G. Farber and wife,  
Stephen L. Miller, husband and wife,  
and wife, who are personally  
known to me,

MISCELLANEOUS

2

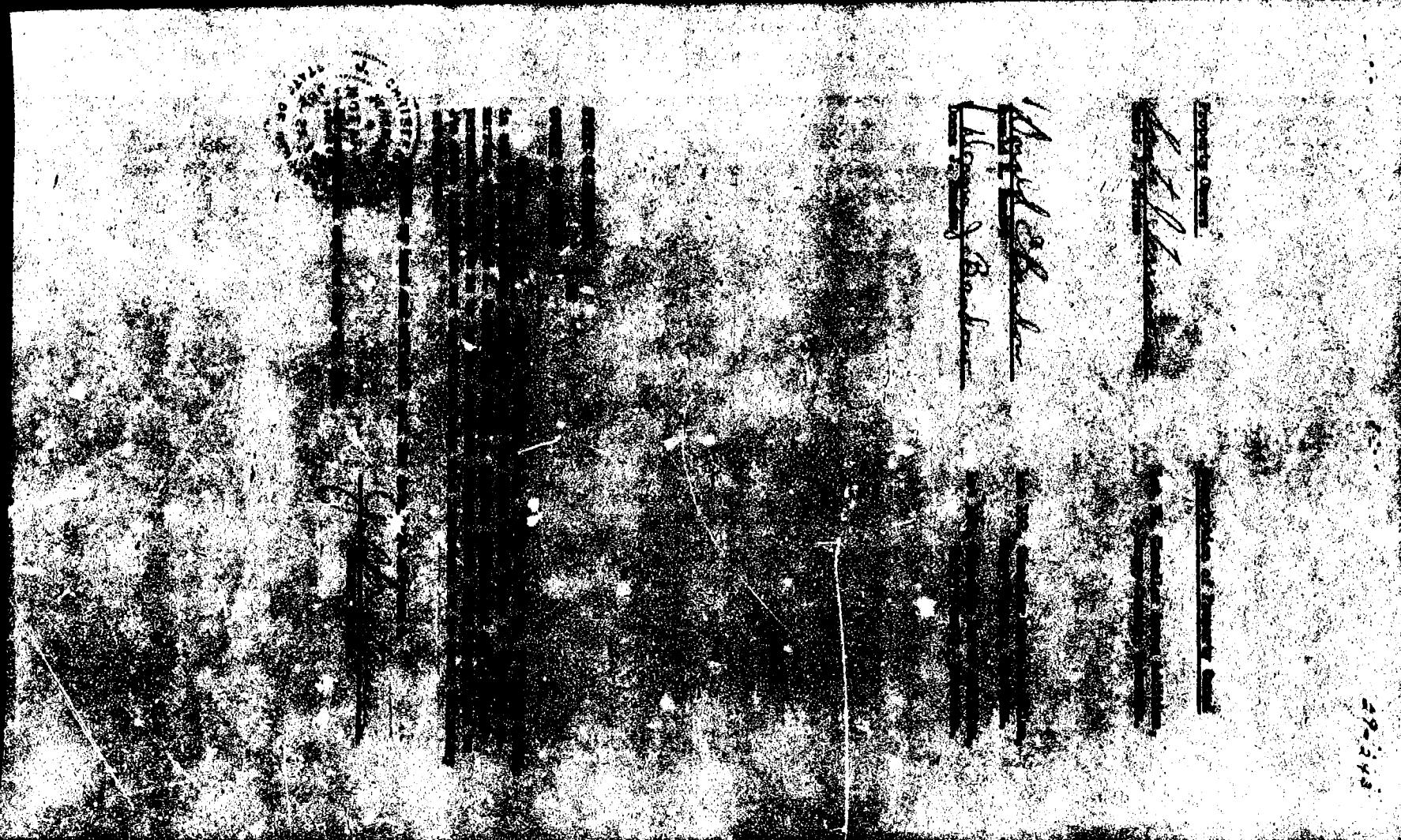
3



MISCELLANEOUS

2  
9

M



REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

D.

REMARKS: This order is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner. It is issued to prohibit the use of any type of explosive or incendiary device or any other destructive weapon in any form or manner.

Entered in Numerical index and Recorded in No Reserve  
day 24 day 24 1944 at 2:24 P.M., Esther R. Clegg

26-357

No tobacco 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 other owners or occupants of the real estate included in this instrument.

No trailers, basements, basement houses, tents, shacks, garages, barns, or other outbuildings erected in the tract 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.

Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

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.

The ground area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half, or two story structure, exclusive of porches and garages.

A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 13, 45, 51, 77, 140, 173, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 253 and 261.

The North 5 feet of Lots 259 and 260.

K. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to erect and maintain electrical and telephone utilities along, over and under:

The rear 5 feet of each lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 31, 67; 5 feet of that part of Lot 93 adjacent to Lot 94; 5 feet of that part of Lot 67 adjacent to Lot 56; 5 feet of that part of Lot 124 adjacent to Lot 128; 5 feet of that part of Lot 220 adjacent to Lot 222; 5 feet of that part of Lot 29 adjacent to Lot 30; 5 feet of that part of Lot 34 adjacent to Lot 33,

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155; 5 feet of that part of Lot 106 adjacent to Lot 108; 5 feet of that part of Lot 124 adjacent to Lot 128; 5 feet of that part of Lot 111 adjacent to Lot 110; 5 feet of that part of Lot 169 adjacent to Lots 170 and 171; 5 feet of that part of Lot 175 adjacent to Lot 174; 5 feet of that part of Lot 155 adjacent to Lot 156.

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
OCTOBER 21, 1937

Mr. WALTER J. HARRIS,  
Chairman, Board of Directors,  
The Standard Oil Company of Nebraska,

Lincoln, Nebraska, and all other officers, directors and  
employees, agents and servants of said corporation;

On this 21<sup>st</sup> day of October, 1937, inclusive, to wit, 21<sup>st</sup> to 24<sup>th</sup> inclusive,  
inclusive, and 25<sup>th</sup> to 26<sup>th</sup> inclusive, in addition, as  
addition, as corporate, directors and  
officers, agents and servants of said corporation,  
County, Nebraska.

WITNESS my hand and official seal the date last written.

WITNESS my hand and official seal the date last written.

STATE OF NEBRASKA

ss:

JAMES H. DUNN

ss:

On this 1<sup>st</sup> day of October, 1937, before me, the undersigned,  
notary Public in and for said County, personally saw the above named  
FABER, Vice-President, and ANNE S. SUMMERS, Secretary of said  
corporation, who are personally known to me to be the individual persons herein  
affixed to the above instrument as Vice-President and Secretary of said  
corporation, and they acknowledge the said instrument to be their voluntary act  
and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last written.

My commission expires on the 23<sup>rd</sup> day of \_\_\_\_\_.

APPROVED and signed as to the property described herein and  
intended, being the owners of all of said property:

As to Lot 208, Chandler Jones, an addition to 41<sup>st</sup> Street, Lincoln,  
and recorded, Sarpy County, Nebraska.

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
OMAHA FIELD OFFICE  
OMAHA, NEBRASKA

RECEIVED  
APR 10 1950, CHANDLER ACTS, AN ADDITION AS  
NOTED AND RECORDED, SARPY COUNTY, NEBRASKA.

J. E. Farmer

Virginia A. Miller

RECEIVED  
APR 10 1950, CHANDLER ACTS, AN ADDITION AS NOTED,  
PLATED AND RECORDED, SARPY COUNTY, NEBRASKA.

Betty Jo Nichols

Deane E. Miller

Wallace H. Miller

Wallace H. Miller

RECEIVED APR 10 1950, CHANDLER ACTS, AN ADDITION AS NOTED  
AND RECORDED, SARPY COUNTY, NEBRASKA, PERSONALLY NAME THE ABOVE NAMED PERSONS. SIGNED  
IN THE PRESENCE OF MARGARET MCGOWAN, AND WIFE; WALLACE H. MILLER AND WALLACE H.  
MILLER, JR., SON OF WALLACE AND DUANE H. MILLER, WIFE AND BURGESS, EDWARD  
BURGESS, JR., BURGESS, RUSSELL AND WIFE AND J. E. FARMER AND  
WALLACE H. MILLER, WIFE AND WIFE, WHO ARE PERSONALLY KNOWN TO ME TO BE THE  
PERSONS NAMED IN THIS INSTRUMENT AND ADVISED  
THAT THEY AGREE TO THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND NEED.

RECEIVED APR 10 1950  
CHANDLER ACTS, AN ADDITION AS NOTED  
AND RECORDED, SARPY COUNTY, NEBRASKA.

VIRGINIA A. MILLER

WALLACE H. MILLER

26-31

**PROTECTIVE COVENANTS AND EASMENTS**

THESE 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, 1980: Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, all in Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska; at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate, any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said Development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such Covenants, and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these Covenants by judgment or Court Order shall in no wise effect any of the other provisions herein contained, which shall remain in full force and effect.

- (1) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered or placed or permitted to remain on any residential building plot 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) Notwithstanding the foregoing, the undersigned reserve the right to sell, convey or dedicate any portion or portions of said real estate for Church, School, Park, Library, Museum, Private Non-Profit Clubs, or other public purposes, and any portions of said real estate so sold, conveyed or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein contained.
- (3) No building shall be located on any lot nearer than 25 feet to its front and rear lot lines, or nearer than 12 feet to any side street line, or nearer than 6 feet to any interior lot line. However, accessory buildings may be located not closer than 3 feet to the rear and side lot lines. Accessory buildings, except private attached garages, shall be located in back of the houses, and not closer than 10 feet to the rear of the dwellings. For the purposes of this covenant, eaves, steps, open porches and stoops shall not be considered a part of a 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 6,000 square feet.
- (5) Public concrete sidewalks 4 feet wide by 4 inches thick shall be installed in front of each improved lot; and on side streets of improved corner lots, except corner lots that side into Harrison Street and corner lots that side into 36th Street and into Chandler Road. The sidewalk edge nearest the lot line shall be located one foot outside the lot line. Such sidewalks shall be installed at time of completion of the main structure upon each lot.
- (6) 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 other owners or occupants of the real estate included in this instrument.

No trailers, basements, basement houses, tents, shacks, garages, barns, or other outbuildings erected in the tract 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.

26-32

G. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

H. 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.

I. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be less than 300 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two story structure, exclusive of porches and garages.

J. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to erect and maintain electrical and telephone utilities over the rear five feet of each lot and over three feet adjoining the side lot lines of lots, described as follows:

The West 3 feet of Lot 50, being the line between Lot 49 and Lot 50; and the West property lines of

Lots 78 and 83.

K. A perpetual easement is hereby granted to Sanitary and Improvement District #3 of Sarpy County, Nebraska, over and upon the Southerly five feet of Lot 3 and the Northerly five feet of Lot 2 for construction and maintenance of a sewer.

APPROVED AND SUBSCRIBED as to the property described above, by the undersigned, being owner of all or said property:

Lots 1 through 20 inclusive, 63 through 70 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.

BELLING CONSTRUCTION CO.

Vice-President

Attest: *John H. Clark*  
Secretary

STATE OF NEBRASKA  
) S:  
COUNTY OF DOUGLAS)

On this 2nd day of December, A.D., 1959, before me, a Notary Public in and for said County, personally saw the above named R. P. FABER, Vice President, and ANNE S. SCHLIERZ, Secretary of BELLING CONSTRUCTION CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Secretary of said corporation, and they acknowledge the said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

My commission expires on the 25th day of July, 1962.

Notary Public

26-27

C O V E N A N T S

These Covenants entered into by the undersigned, being all of the record owners of the following described real property in Sarpy County, Nebraska, to-wit:-

Tax Lots D 1A, 1, D 1B, D 6, D 4E, D 3, E and F, all in ~~Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,~~ the Northeast Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, part of said property now platted as Lots 1 through 20 inclusive, 13 through 50 inclusive, 78 through 83 inclusive, and 197 through 206 inclusive, Chandler Acres, an addition in Sarpy County, Nebraska,

and which covenants shall be binding on all present and future owners of the above described real estate, and which are and shall be covenants running with the land.

It is the purpose hereof and is hereby covenanted that the City of Omaha, in Douglas County, State of Nebraska, and Sanitary and Improvement District No. 3 of Sarpy County, Nebraska, or either of them, through their respective employees and representatives, shall have the right to enter upon the property hereinabove described for inspection of sewer, sewer connections, for sewer maintenance purposes, and for determination of type of sewage.

APPROVED and signed as to the property described above, by the undersigned, being the owners of all of said property:

As to the East 50 feet of the West 150 feet of Tax lot D 6, ~~in the Northwest Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

*Pauline Miller*  
Anne B. Schmitz and  
Paul D. Schmitz her husband.

*Pauline Miller*  
Alice A. Miller

As to the East 50 feet of the West 250 feet of Tax Lot D 6, ~~in the Northwest Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

*Pauline Miller*  
Richard L. Miller and  
his wife.

As to the Rest 50 feet of Tax lot D 6, in ~~the Northwest Quarter of the Northeast Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

*Pauline Miller*  
Martha L. Miller, his wife.

Entered in Numerical index and Recorded in the Register of Deeds, Sarpy County, Nebraska,  
day December 13, 1952 at 1 p.m., Esther Ruff, County Clerk.

26-29

As to the East 50 feet of the West 200 feet of Tax Lot D 6, in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

*Donald B. Westering*  
Donald B. Westering and

*Clarence J. Harker*  
Clarence J. Harker, his wife.

As to the East 50 feet of the West 100 feet of Tax Lot D 6, in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

*C. J. Harker*  
C. J. Harker

T. B. Farmer

*Hannah A. Farmer*  
Hannah A. Farmer, his wife.

As to Tax Lots D 1 A 1, D 1 B, D 4 B, D 3, E. P; part of said property now platted as Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 206 inclusive, Chandler Acres, an addition in Sarpy County, Nebraska, and all of Tax Lot D 6 except the West 250 feet thereof, all in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.,

ATTEST:

*Gene S. Schwartz*  
Gene S. Schwartz  
Secretary

*William C. Tolle*  
William C. Tolle  
President

26-30

STATE OF NEBRASKA }  
COUNTRY OF DOUglas } SS:

On this 1st day of December, A.D., 1959,  
before me a Notary Public in and for said County, personally came the above  
named

Phil D. Schwartz and Anna S. Schwartz, husband and wife;  
Wallace W. Miller and Mildred L. Miller, husband and wife;  
Howard W. Miller and Martha L. Miller, husband and wife;  
Howard B. Westerling and Klein F. Westerling, husband and wife;

who are personally known to me to be the identical persons whose names are  
affixed to the above instrument and they acknowledged said instrument to be  
their voluntary act and deed.

WITNESS my hand and official seal the date aforesaid.

My commission expires on the 25th day of July, 1962

STATE OF NEBRASKA }  
COUNTRY OF DOUGLAS } SS:

On this 1st day of December, A.D., 1959,  
before me a Notary Public in and for said County, personally came the above  
named Wallace W. Miller, President, and ANNE S. SCHWARTZ, Secretary, of Bellevue  
Construction Co., who are personally known to me to be the identical persons  
whose names are affixed to the above instrument as Vice-President and Secretary  
of said corporation, and they acknowledge this said instrument to be their  
voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

Notary Public

My commission expires on the 25th day of July, 1962