

Hummingbird Hgts

PROTECTIVE COVENANTS AND RESTRICTIONS FILED JULY 1, 1968 IN BOOK 465 AT PAGE 245 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, SHALL RUN WITH THE LAND FOR A PERIOD OF TWENTY-FIVE YEARS, WITH AUTOMATIC EXTENSION CLAUSE FOR SUCCESSIVE PERIODS OF TEN YEARS.

A PERPETUAL LICENSE AND EASEMENT IS HEREBY RESERVED IN FAVOR OF AND GRANTED TO THE NORTHWESTERN BELL TELEPHONE COMPANY AND THE OMAHA PUBLIC POWER DISTRICT FOR UTILITIES UNDER AND UPON A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT, WITH AUTOMATIC TERMINATION CLAUSE AS TO THE SIDE LINE EASEMENT FOR NON-USE.

A PERPETUAL LICENSE AND RIGHT IS HEREBY RESERVED UNTO AND GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 35 OF DOUGLAS COUNTY, NEBRASKA, FOR PURPOSES OF INSPECTING SEWERS, SEWER CONNECTIONS, MAINTENANCE AND TYPE OF SEWAGE BEING DISCHARGED INTO SAID SEWERS.

contains certain restr. on sp —

PID

1355 —

11 7/01/68

Exc. to OPPD; NWB as
contained in said
dedication

HUMMINGBIRD

LOTS 22 THROUGH
BEING A PLATTING OF PART C
SECTION 3 AND PART OF THE A
ALL IN T15N, R12E OF THE 6T
RASKA



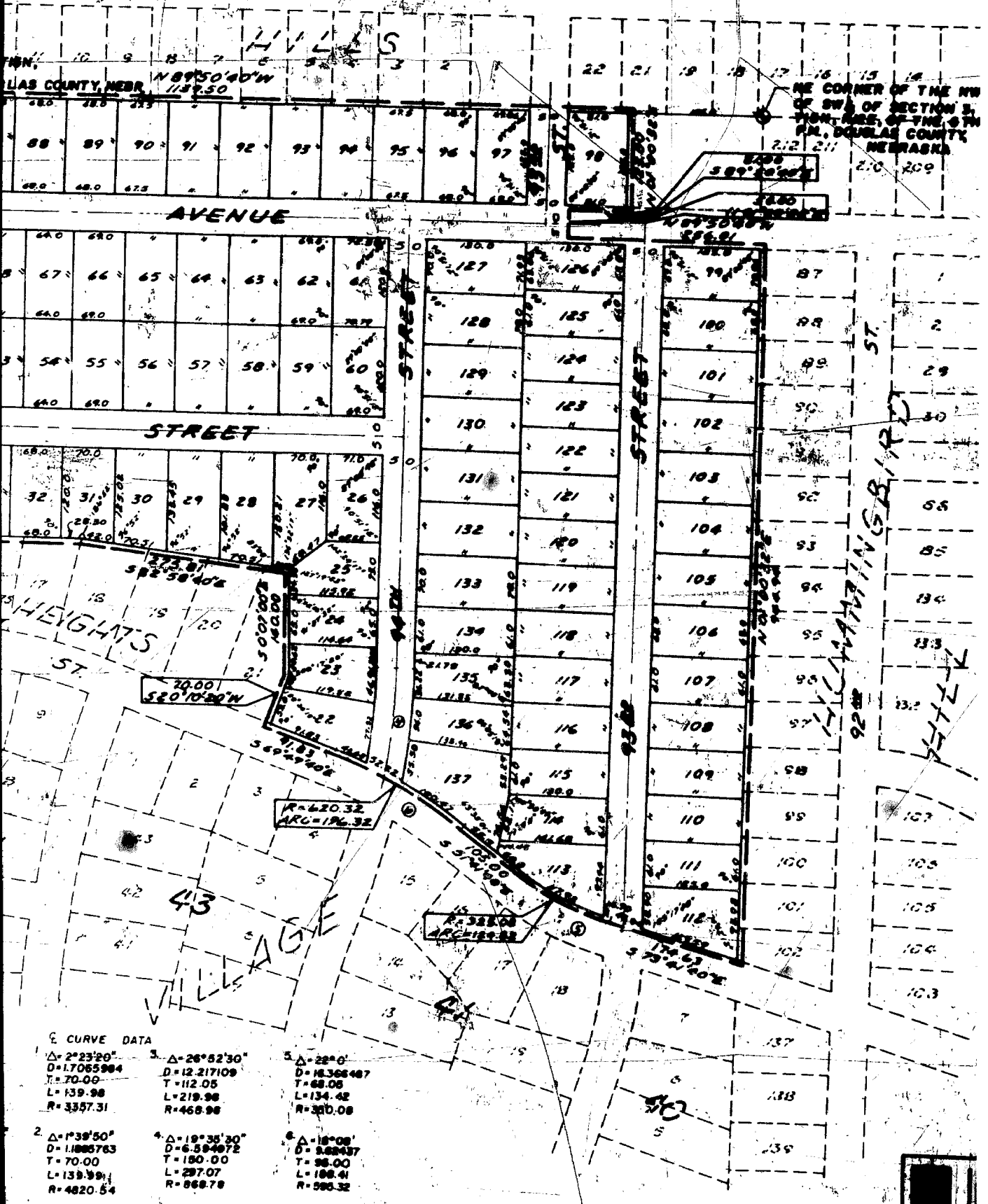
NOTE:
DISTANCES SHOWN ON CURVES ARE ARC
DISTANCES NOT CHORD DISTANCES.

1. $\Delta = 2^{\circ} 23' 20''$
 D = 1706.6
 T = 70.00
 L = 139.99
 R = 3357.39

 2. $\Delta = 3^{\circ} 58' 00''$
 D = 1800.0
 T = 70.00
 L = 139.99
 R = 4650.0

BIRD HEIGHTS

THROUGH 137, INCLUSIVE
 PART OF THE NW 1/4 OF THE SW 1/4 OF
 THE NE 1/4 OF THE SE 1/4 OF SECTION 4,
 THE 6TH P.M., DOUGLAS COUNTY, NEB-



1 CURVE DATA

1. $\Delta = 2^{\circ}23'20''$ D = 17065984 T = 70.00 L = 139.98 R = 3357.31	2. $\Delta = 1^{\circ}39'50''$ D = 11885763 T = 70.00 L = 139.99 R = 4820.54	3. $\Delta = 26^{\circ}52'30''$ D = 12.217109 T = 112.05 L = 219.98 R = 468.98	4. $\Delta = 19^{\circ}38'30''$ D = 6.594972 T = 180.00 L = 297.07 R = 868.78	5. $\Delta = 22^{\circ}0'$ D = 18.366487 T = 68.08 L = 134.48 R = 380.08	6. $\Delta = 18^{\circ}08'$ D = 3.62437 T = 98.00 L = 188.41 R = 585.32
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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have made a boundary survey of the subdivision described herein, and that permanent markers have been placed at all corners on the boundary of this plat, and that a board has been posted with the City of Omaha, Nebraska, in order to insure that permanent markers will be placed on the interior of said subdivision to be hereafter known as HUMMINGBIRD HEIGHTS; Lots 22 through 157, inclusive, being a platting of part of the NW 1/4 of the SW 1/4 of Section 3 and part of the NE 1/4 of the SE 1/4 of Section 4; all in T 15 N, R 12 W, of the 6th P., Douglas County, Nebraska, to-wit: Beginning at the West 1/4 corner of said Section 3; thence S 89° 46' 50" W along the north line of the said NW 1/4 of the SE 1/4 of Section 4; 450.28 feet; thence S 0° 10' 10" E, 170.00 feet; thence N 89° 46' 50" E, 84.50 feet; thence S 0° 13' 10" E, 64.81 feet; thence S 25° 21' 10" E, 87.19 feet; thence S 27° 16' 50" W, 63.00 feet; thence S 63° 16' 50" W, 77.00 feet; thence S 26° 43' 10" E, 275.81 feet; thence N 67° 31' 50" E, 173.18 feet; thence S 89° 50' 40" E, 569.67 feet; thence S 82° 58' 40" E, 275.81 feet; thence S 0° 0' 00" E, 140.00 feet; thence S 20° 10' 20" W, 70.00 feet; thence S 69° 49' 40" E, 98.83 feet to a point of curve; thence Southeasterly on a curve to the point of curve; thence Southeasterly on a curve to the left (radius being 325.08 feet), an arc distance of 124.82 feet; thence S 73° 41' 40" E, 174.03 feet; thence N 01° 00' 32" E, 256.01 feet; thence N 01° 00' 32" E, 50.00 feet; thence S 89° 50' 40" E, 81.00 feet; thence N 01° 00' 32" E, 125.00 feet to a point on the north line of the said NW 1/4 of the SW 1/4 of Section 3; thence S 89° 50' 40" E, 400' W along the said north line, 1139.50 feet to the point of beginning. (The said bearing of the S 89° 50' 40" W of the SW 1/4 of Section 3 assumed N 89° 50' 40" W in direction.)

Date May 14 1968

Ivan G. Rold, Land Surveyor No. 39

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Mr. Robert J. Petersen (Trustee), Owner, and The First National Bank of Omaha (a Nebraska corporation), being, respectively, the sole owner and mortgage holder of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as HUMMINGBIRD HEIGHTS, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat; and the Northern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service over, upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to lands within said subdivision), said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within 30 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways. 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.

Robert J. Petersen (Trustee)

Robert J. Petersen, Trustee

ACKNOWLEDGMENTS OF NOTARIES

STATE OF NEBRASKA) I, Robert J. Petersen, on this 14 day of May, 1968, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Robert J. Petersen and Robert J. Petersen, who are personally known by me to be, respectively, the Trustee and the Owner of The First National Bank of Omaha (a Nebraska corporation), and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and official seal, in Omaha, Nebraska, the date last aforesaid.

My Commission expires on May 14 1971 Notary Public

STATE OF NEBRASKA) I, Robert J. Petersen, on this 14 day of May, 1968, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Robert J. Petersen, who is personally known by me to be the identical person whose name is affixed above, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed.

Witness my hand and official seal, in Omaha, Nebraska, the date last aforesaid.

My Commission expires on May 14 1971 Notary Public

COUNTY TREASURER'S CERTIFICATE

IT IS 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 said office this 14 day of April, 1968.

Deputy Robert J. Petersen Douglas County Treasurer

APPROVAL OF CITY ENGINEER

I HEREBY APPROVE the plat of HUMMINGBIRD HEIGHTS, on this 13 day of May, 1968.

APPROVAL OF CITY PLANNING BOARD

This plat of HUMMINGBIRD HEIGHTS was approved by the City Planning Board of the City of Omaha, this 22 day of May, 1968.

APPROVAL OF OMAHA CITY COUNCIL

This plat of HUMMINGBIRD HEIGHTS was approved and accepted by the City Council of Omaha on this 14 day of May, 1968.

Robert J. Petersen Mayor Robert J. Petersen President

DOUGLAS COUNTY SURVEYOR'S OFFICE

Wm. Green

MR. PETERSON & ASSOCIATES
SURVEYORS - LAND ENGINEERS
OMAHA, NEBRASKA

MADE BY RAL
DRAWN BY RAL
DATE 2-25-68
REVISIONS

HUMMINGBIRD HEIGHTS
(157 PLATTING)
FINAL PLAT

PLATTING NUMBER
59-11

465 INC 245

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned is the owner of all lots hereinafter described in HUMMINGBIRD HEIGHTS, a subdivision in the County of Douglas, State of Nebraska, and is desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots Twenty-Two (22) through One Hundred Thirty-Seven (137), inclusive.

PART C. RESTRICTIONS

C-1. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 900 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one-and-one-half or two-story structure, shall be permitted on any lot.

C-2. 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.

C-3. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time, as a residence, either temporarily or permanently. Any dwelling constructed on any lot shall be substantially completed in all respects prior to occupancy thereof.

C-4. Dwellings shall not be moved from outside of Hummingbird Heights subdivision to any lot within this subdivision.

C-5. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-6. 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 purpose.

C-7. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

PART D. GENERAL PROVISIONS

D-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

D-2. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-3. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall be automatically renewed for successive ten-year periods thereafter, unless a majority of the then owners of such lots agree in writing for the modification or revocation of these covenants.

D-4. Enforcement shall be by proceedings of law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-5. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

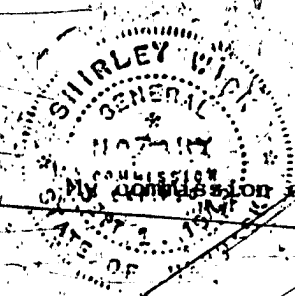
IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants and Restrictions, this 25th day of June, 1968.

Robert H. Petersen
Robert H. Petersen (Trustee)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came Robert H. Petersen (Trustee), to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said County, on the date last above written.



[Signature]
Notary Public

[Handwritten initials]
RECEIVED

JUL 11 PM 12 41

THE STATE OF NEBRASKA
REGISTERED OFFICE
DOUGLAS COUNTY, NEB.

765
270

[Handwritten signature]

By *[Signature]*
MAIL ROOM
#100
Compared 77-903
ETC

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