

Royalwood Estate

4113745 L 131  
 1141875 L 150  
 12274.15 L 209  
 24125.17 L 78

TA-17864 Lot 104  
 TA-18453-~~Lot~~ 4+3  
 TA-18806-~~Lot~~ 185  
 TA-19373 Lot 195  
 TA-20240 Lot 168  
 TA-21017 ~~Out~~ Lot 142  
 TA-21732 Lot 42  
 TA-23344 ~~Lot~~ 123  
 TA-27996 Lot 88  
 TA 28117 Lt 157  
 TA 28423 LS + SH 22' 46"  
 TA-28598 Lt 72  
 TA 29206 Lt 62  
 TA 31450 L 38  
 TA 35774 L 101  
 TA 37215 Lt 169  
 TA 37650 Lt 164  
 TA 43912 L 42  
 TA 45055 L 59  
 TA 48010 L 194-193  
 TA 50736 Lt 44, 26 Lt 11  
 TA 56830 L 35  
 TA 58435 Lt 11, 13 L 8, 44 Lt 11  
 TA 11.16 Lt 10

TA 5221 ~~Lot~~ 70 44 Lt 10  
 7076 581  
~~89181~~ Lt 173  
 9185 ~~Lot~~ 118  
 9351 Lt 170  
 10507 - Lt 45  
 TA 10565 - Lot 42  
 TA-11612 - Lot 94  
 TA-11625 - Lot 172  
 TA-11705 - Out lots 142  
 TA-12211 - Lot 156  
 TA-12402 - Lot 121  
 TA-12461 - Lot 95  
 TA-13106 - Lot 40  
 TA-13780 - Lot 133  
 TA-13920 - Lot 143  
 TA-14776 ~~Lot~~ 131  
 TA-15560 - Lot 33  
 TA-16652 - Lot 181  
 TA-16883 - Lot 215  
 TA-17323 - Lot 118

1109  
585

Millard R. Seldin & Beverly Seldin, his wife  
+o

WD  
D 2/9/61  
F 2/16/61  
C \$1.00 & <sup>other</sup> valuable

Royalwood Estates, Inc.  
Lots 1-112 inclusive, in Royalwood Estates,  
a subdiv. in DCN

exc. bldg. restrictions, easements & cov. of rec. & subject to  
subsequent regular taxes; subject also to taxes, assessments,  
use fees & charges levied or collectible by SID #31 of DCN  
Ack OK

368  
285

copy attached

Affid.  
D  
F  
C

1122  
297

Royalwood Estates, Inc., a corporation (c.s.)  
by President Millard R. Seldin  
Attest Secretary Theodore M. Seldin  
+o

WD  
D 7/27/61  
F 7/27/61  
C \$1.00 & <sup>other</sup> valuable

Millard R. Seldin  
Lot 26, Lots 50-58 inclusive & Lots 74-112 inclusive in  
Royal Wood Estates, an add. in DCN.

except bldg. restrictions, easements & cov. of record &  
subj. to subsequent regular taxes; subject also to  
taxes, assessments, use fees & charges levied or collectible  
by SID #31 of DCN  
Ack OK in due form

1128  
363

Beverly Seldin <sup>(w.f.)</sup> & Millard R. Seldin  
to  
Royalwood Estates, Inc.

Lot 26, lots 50-58 incl; lots 74-87 incl;  
lots 89-97 incl; lots 99-112 incl; all  
in Royalwood Estates, an add. as spr.

exc. bldg. restrictions, easements & cov. of record &  
sub'ect to subsequent reg. taxes; sub'j. also to  
taxes, assessments & use fees & charges levied on  
collectable by SID #31 of DEN  
Ack OK

WD  
D 10/5/61  
F 10/6/61  
C #1.00 & other values

1425  
213

Royalwood Estates, Inc., a corporation (c.s.)  
By: Millard R. Seldin, President  
Attest: Theodore M. Seldin, Secretary  
to

Robert F. Swartzbaugh

Lot 94 Royal Wood Estates, an add. to the city of  
Omaha DEN as spr; subject to easements &  
restrictive cov. of record

exc. bldg. restrictions, easements & cov. of record &  
sub'j. to subsequent reg. taxes; sub'j. also to taxes,  
assessments, use fees & charges levied or collectable  
by ~~SID~~ SID #31 of DEN  
Ack OK in due form

WD  
D 2/19/71  
F 2/23/71  
C #1.00 & other values

1375  
532

George B. Boland & Helen Boland  
to

Jule M. Newman, Calvin M. Newman &  
E. Robert Newman

<sup>Released</sup>  
1303/185 Lts. 24-26, Lts. 49-58, Lts. 74-76,  
Lts. 77-112, all inclusive, in Royal Wood Estates,  
a subdiv. in the SW 1/4 of Sec. 30, T 15 N,  
R 12 E, DEN.  
Ack OK

1303-185  
Ptl. mtg. rel.  
D 1/5/61  
F 1/27/61  
C Part payment of  
debt

1375

Jule M. Newman, Carolyn Newman,  
Calvin M. Newman, Raquel H. Newman,  
E. Robert Newman, Barbara F. Newman  
to

1375-349  
P+I. mtg. rel.  
D 1/9/61  
F 1/27/61  
C Part payment del

Millard R. Seldin

Released  
1375  
349

Lts. 24-26, Lts. 49-58, Lts. 74-76, Lts. 77-112,  
all incl., in Royal Wood Estates, a subdiv. in the  
SW 1/4 of Sec. 30, T 15 N, R 12 E, DEN.

Ack OK; name couples on each line to be h & w

1395

Millard R. Seldin & Beverly Seldin, H & W  
JOINTLY & EACH IN HIS OWN RIGHT  
to

Mtg.  
D 7/24/61  
F 7/27/61  
C \$70,000.00

First Fed. S & L Assn. of Lincoln  
L. 26, Lts. 49-58 incl., Lts. 74-112 incl.,  
in Royal Wood Estates, an add. in DEN

✓ Ack OK; Seldins named h & w

375

MUD notice

209

1567

Royalwood Estates, Inc. (c.s.)  
By: Millard R. Seldin, President  
Attest: Theodore M. Seldin, Secretary  
Royalwood Estates Joint Venture (m.c.s.)  
Millard R. Seldin, mgr. (unreadable)  
Stanley C. Silverman \_\_\_\_\_

Mtg.  
D 6/30/64  
F 7/8/64  
C \$100,000.00

to  
The Center Bank of DEN  
L 1-5 incl., L 8, L 9, Lts. 13-16 incl., Lts. 19-21  
incl., Lts. 26-35 incl., Lts. 37-39 incl., Lts. 42-45  
incl., L 47, L 48, L 59, L 61, Lts. 63-68 incl.,  
L 72, Lts 74-76 incl., L 78, L 79, L 86,  
Lts. 89-92 incl., Lts 94-97 incl., & Lts. 100-112  
incl., all in Royalwood Estates, a subdiv. as  
s, p & n; & Lot 401 & Lts. 406-410 incl.  
(cont. on back)

1567

249

(Cont.)

all in Royalwood Estates Replat, a subdiv, as  
S, P & R.

Ack OK in due form

1567  
635

First Fed. S & L Assn. of Lincoln (c.s.)  
By Gladys Forsyth, Its President  
Wm. J. Seibaldt (sp?), Its  
Seibaldt, Secretary

1395-97

Mtg. rel.  
D 7/3/64  
F 7/9/64  
C payment of debt

to

Millard R. Seldin & Beverly Seldin (h & w)  
L 26, L 49-58 incl. & L 74-112 incl. in Royal  
Wood Estates, an add. to DCN, <sup>1395-97</sup>  
Ack OK in due form

1590  
541

copy attached

Mtg.

D

F

C \$600,000.00

1590  
753

The Center Bank (c.s.)  
By Ray E. Stanley, Exec. Vice-President  
Attest Therese Nees (sp?) Asst. Cashier  
to

1567-249

Mtg. rel.

D 12/1/64

F 12/1/64

C payment debt

Royalwood Estates, Inc. and Royalwood Estates Joint  
Venture, a partnership  
L 1-5 incl., L 8, L 9, L 13-16 incl., L 19-21 incl.,  
L 26-35 incl., L 37-39 incl., L 42-45 incl.,  
L 47, L 48, L 59, L 61, L 63-68 incl., L 72,  
L 74-76 incl., L 78, L 79, L 86, L 89-92 incl.,  
L 94-97 incl., & L 100-112 incl., all in Royalwood  
Estates, a subdiv. as spr; & L 401 & L 406-410  
incl., all in Royalwood Estates Replat, a subdiv.  
as spr.

Ack OK in due form

Abstract Copies  
Complete Background?

Assjt. 350-29  
Modified by 356-551  
covers only Lot 128

Nebraska.

One witness. Acknowledged July 25, 1939, before G. E. Nelson,  
General Notary Public, with seal, Douglas County, Nebraska.  
Commission expires April 26, 1941.

No. 14 : Martha G. Cryer, a widow, and : AGREEMENT.  
Book 153 : Elizabeth Cryer Kent, a widow, : Dated Feb. 28, 1941  
Page 457 : to : Filed Mar. 14, 1941  
: Socony-Vacuum Oil Company, :  
: Incorporated. :

For and in consideration of the sum of \$1.00 cash to us in hand paid, the receipt of which is hereby acknowledged, and the further sum of 50¢ per rod for <sup>each</sup> rod of pipe laid thereon, to be paid when construction is actually started on premises, survey excepted, grant the right to lay, maintain, alter, repair, inspect, operate and remove pipe lines for the transportation of oil and/or gas and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters and similar appurtenances as may be necessary or convenient to the operation of the saidlines, on, over or through certain lands situated in Douglas County, Nebraska, described as follows: Section 30, Township 15 N Range 12 E, South Half; and the Northwest Quarter of - subject to a lease in favor of Highland Country Club dated February 14, 1923, covering the NW¼ 30-15-12, with ingress and egress to and from same. The said grantors, their heirs and assigns, are to fully use and enjoy said premises except for the purposes hereinbefore granted to said grantee, which hereby agrees to pay any damage which may arise to grades, fences, stock, buildings and land from the maintaining, operating and removing of said lines, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs and assigns, one by said grantee, its successors or assigns, and the third by two appointed aforesaid, and the award of such persons or any two of them shall be final and conclusive. Said company, its successors and assigns, shall have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said Socony-Vacuum Oil Company, Incorporated, its successors or assigns.

All pipe laid under this grant shall be laid on a route selected by the grantee, its successors and assigns, and shall be buried to such a depth as not to interfere with the ordinary cultivation of land.

It is understood that within contract constitutes the entire agreement between the parties, and that no oral agreements made by the person securing this grant shall be binding upon the grantee.

One witness. Acknowledged February 28, 1941, before Saxton Kendrick, Notary Public, with seal, Montgomery County, Pennsylvania.  
Commission expires January 18, 1943.

No. 15 : John Willms and Minnie Willms, : WARRANTY DEED.  
Book 597 : husband and wife, : Dated June 14, 1928  
Page 77 : to : Filed Aug. 18, 1931  
: Minnie Willms. : Cons: \$2.00 and  
: : other valuable  
: : consideration.

Conveys all of the North One-half of the South West Quarter of Section 32, Township 15, Range 12 East of the 6th Principal Meridian, containing 80 acres more or less, according to government survey, thereof, and also the North One-half of the South One-half of the S. W. ¼ of Sec. 32, Township 15, Range 12, East of the 6th P.M., excepting such part as is taken off by the Union Pacific Railroad right of way, the two tracts containing about 114 acres more or less, Douglas County, Nebraska.

One witness. Acknowledged June 14, 1928, before G. E. Nelson, Notary Public, with seal, Douglas County, Nebraska.  
Commission expires April 26, 1929.

and principal during any one calendar year including the sums required to be paid by the schedule of payments hereinabout provided for shall not exceed the sum of \$75,000.00.

Upon request and payment of principal at the rate of \$2000.00 for each acre of land requested to be released including payments of principal under the schedule of payments hereinabout provided for and limited to the sum of \$75,000.00 in any one calendar year including accrued interest to date of payment, mortgagees agree to release from the lien of this mortgage such portions of the property as shall be designated by the mortgagors upon the following conditions:

(1) Mortgagors are given the privilege of making initial requests for partial releases covering parcels in not more than 2 locations within the tract covered by this mortgage, such parcels to adjoin the outer boundary of said tract and thereafter to request additional partial releases of parcel or parcels bordering entirely upon and adjoining a parcel or parcels for which a prior request for release has been made and executed.

(2) The mortgagors shall not be entitled to a release of property the result of which would be to leave remaining an "island" of unreleased property or a tract of unreleased property of small size or unusual shape which would be of impaired value because of its size or shape.

(3) Nor shall the mortgagors be entitled to a release of the property which would impair the security of the owners and holders of this mortgage in the property remaining or create "checkerboarding"

(4) The mortgagees agree to execute written partial releases from time to time to accomplish partial releases and upon payment of the entire mortgage debt, to execute such blanket release or releases as may be reasonably requested by the mortgagors.

Mortgagors shall pay all taxes levied and assessed under the laws of the State of Nebraska against the mortgaged property or upon the debt secured hereby subsequent to the 1957 state and county taxes before the same become delinquent.

Mortgagors agree to maintain the house and set of farm buildings now located on part of the mortgaged property in good repair and condition and the same shall not be removed from the mortgaged property.

Provides for insurance.

The mortgagors may at any time after March 1, 1959 remove the said improvements upon the payment to the mortgagees of the additional sum of \$20,000.00 upon the principal obligation of the note for which this mortgage is given as security and any interest accrued to the date of such payment and provided further that such payment of said additional sum of \$20,000.00 shall not entitle the mortgagors to the release of any portion of the real estate from the lien of this mortgage nor shall such payment be made or such buildings removed if such payment including interest shall cause total payments made or required to be made to exceed \$75,000.00 in any one calendar year.

One witness. Acknowledged December 1, 1958 before Tyler B. Gaines, Notary Public, with seal, Douglas County, Nebraska.

Commission expires September 4, 1960.

No. 29	:	Socony Mobil Oil Co. Inc., a Corpor-	:	ASSIGNMENT OF EASEMENT.
Book 350	:	ation organized under the laws of the	:	Dated Nov. 30, 1959
Page 29	:	State of New York (formerly known	:	Filed Jan. 15, 1960
	:	under the name of Socony-Vacuum Oil	:	Cons: \$1.00 and other
	:	Co. Inc) (Corporate Seal)	:	valuable consideration
	:	By D. R. Lamont, Vice President	:	Int. Rev. \$3.30
	:	Attest: A. F. Noble, Ass't	:	
	:	Secretary,	:	
	:	to	:	
	:	Magnolia Pipe Line Company, a	:	
	:	Corporation organized under the laws:	:	
	:	of the State of Texas.	:	

Assigns all right, title and interest in and to all those certain right of way grants, covering lands located in Douglas County, Nebraska shown on the list attached.



Acknowledged November 30, 1959 in New York County, New York, in due form before Elizabeth Conroy, Notary Public for the State of New York, with seal.

Commission expires March 30, 1960.

Seal Recites: Notary Public for Queens County, New York.

Certificate filed in New York County, New York, and in Queen's County, N.Y. qualifying said Notary.

Attached list of easement grants, lists:

Agreement for right of way - Martha G. Cryer, et al - right of way over the South half and NW 1/4 Section 30-15-12 East - recorded in Book 153 Page 457 of Douglas County, Nebraska.

No. 30 : Jule M. Newman, Calvin M. Newman, E. : AFFIDAVIT  
Book 354 : Robert Newman, and wives :  
Page 105 : To : Filed June 3, 1960  
: Whom It May Concern :

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

Jule M. Newman, Calvin M. Newman, and E. Robert Newman, and wives being first duly sworn, depose and state that they are the owners of record of the following described real estate:

Southwest Quarter (SW 1/4) of Section Thirty (30), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, subject to public streets,

and that they are now in possession thereof.

E. Robert Newman  
Barbara F. Newman, his wife  
Calvin M. Newman  
Raquel H. Newman, his wife  
Jule M. Newman  
Carolyn Newman, his wife

Subscribed and sworn to before me this 25 day of April, 1960.  
(Notarial Seal) Ethel S. Mayne, Notary Public,  
Commission expires September 16, 1963.

No.31 : Magnolia Pipe Line Company (Corporate : RELEASE OF RIGHT  
Book 356 : Seal), By D. R. Ford, Vice President, : OF WAY AGREEMENT  
Page 551 : Attest: James R. Boll : Dated July 12,1960  
: To : Filed Aug.15,1960  
: Millard R. Seldin,owner :

Recites: "Whereas, on the 28th day of February, 1941, Martha G. Cryer, a Widow and Elizabeth Cryer Kent, a widow, executed to Socony-Vacuum Oil Company, Incorporated, Magnolia's predecessor, a right of way agreement for pipe lines and other purposes across certain lands situated in Douglas County, Nebraska, said right of way agreement being recorded in Book 153 of Misc., Page 457, of the Register of Deeds Office of Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein; and

Whereas, the land originally included in said right of way agreement is now held in severalty and in separate tracts by various parties and whereas the present holder and owner of the following described land, to-wit:

SW/4 of Section 30, T15N., R. 12E., Douglas County, Nebraska has requested Magnolia to release the rights, privileges and easements granted to it by the above mentioned right of way agreement insofar as it covers all of the said SW/4 of Section 30, except for a strip of land herein

after described, upon which pipe lines or other appurtenant property and equipment are now located.

Now, therefore, in consideration of the mutual benefits and obligations of the parties resulting from the covenants herein, the parties do hereby agree as follows:

(1) Magnolia hereby releases all its right, title, and interest held by it under the above described right of way agreement dated February 28, 1941, recorded in said Book 153 of Misc., Page 457, insofar as it covers the following described land, to-wit:

The SW/4 of Section 30, T. 15 N., R. 12 E., of the 6th P.M., in Douglas County, Nebraska, excepting therefrom a triangular tract of land more particularly described as follows: Beginning at the Northeast corner of the SW/4 of Sec. 30, T. 15 N., R. 12 E., thence South 313' along the East line of said SW/4 thence Northwesterly 317' more or less to a point on the North line of said SW/4; thence East 50' to point of beginning, containing .180 acre more or less (as said excepted portion, which is retained herein by Magnolia is shown on the attached Print #A-1803 marked Exhibit "A", and by this reference made a part hereof).

(2) Owners hereby grant and convey successors and assigns, the rights of way, easements, and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair and maintain, graphite and steel anodes and other devices for control of pipe line corrosion, over, across and through the above described strip or corridor, with ingress and egress to and from the same, said rights of way, easements and privileges herein granted each being divisible and assignable or transferable in whole or in part, to have and to hold the same unto said Magnolia Pipe Line Company, its successors and assigns, for so long as used for the purposes aforesaid.

(3) It is expressly understood that except for existing easement rights, now owned by other parties, Magnolia Pipe Line Company, its successors and assigns, shall have an exclusive easement across and over said right of way strip except as provided in Paragraph Number 4 following. It is agreed that Owners, their successors or assigns, will permit no building, body of water, or other structure or obstruction to be placed upon said right of way strip, and that the dirt covering said pipe lines shall not be added to or removed without Magnolia's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs and assigns, may permit the construction, operation, repair, and maintenance of utility lines, streets, roadways or railroad tracts across (as distinguished from running lengthwise along) said right of way strip, and if said crossings are made it is agreed that Owners, their heirs and assigns, shall reimburse Magnolia, or cause Magnolia to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering or otherwise protecting said line for said crossings.

(5) Said right of way agreement dated February 28, 1941, and referred to above, shall remain in full force and effect except as amended hereby.

(Corporate Seal)  
Attest James R. Boll  
Assistant Secretary

Millard R. Seldin, Owner  
Magnolia Pipe Line Company  
By D. R. Ford, Vice President

No witness. Acknowledged July 12, 1960 by Millard R. Seldin before John W. Delehant, Jr., Notary Public, with seal, Douglas County, Nebraska.

Commission expires September 16, 1960.

No witness. Acknowledged August 1, 1960 by D. R. Ford, Vice President of Magnolia Pipe Line Company, a Texas corporation, in due form for said corporation before Doris Hickey, Notary Public, with seal, Dallas County, Texas.

Commission expires June 1, 1961.

No. 33 : Jule M. Newman, Carolyn Newman, Calvin : COVENANT AND  
 Book 362 : M. Newman, Raquel H. Newman, E. Robert : RESTRICTION  
 Page 367 : Newman, Barbara F. Newman : Dated May 25, 1960  
 : : to : Filed Jan. 26, 1961  
 : : Whom It May Concern :

This indenture made this 25 day of May, 1960, by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, his wife, and E. Robert Newman and Barbara F. Newman, his wife, having title to the following-described property, to-wit:

The SW $\frac{1}{4}$  of Section 30, Township 15, Range 12, East of the 6th P.M., excepting public roads and highways.

Whereas, the undersigned are the owners of the above-described property and desire to effect development of it, and

Whereas, the undersigned are desirous of subjecting part of the entire tract to certain covenants, agreements, easements, restrictions, conditions, and charges,

NOW, THEREFORE, this indenture witnesseth that the undersigned, Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, do hereby impose and charge the following-described parcel or tract with covenants and agreements, easements, restrictions, conditions, and charges as set forth hereinafter, said property being described as follows:

A tract of land in the SW $\frac{1}{4}$  of Section 30, Township 15 North, Range 12 East of the 6th P.M., bounded and described as follows:

Beginning at the center of said Section 30; thence south along the east line of said SW $\frac{1}{4}$  a distance of 2,647.2 feet, more or less, to the south Quarter corner of said Section 30; thence west along the south line of said SW $\frac{1}{4}$  a distance of 1,115.68 feet; thence north 0° 23' West a distance of 923.53 feet; thence north 12° 02.25' West a distance of 487.43 feet; thence south 89° 48.25' West a distance of 1,313.0 feet, more or less, to the west line of said Section 30; thence north along said west line a distance of 1,238.05 feet, more or less, to the west quarter corner of said Section 30; thence east along the north line of said SW $\frac{1}{4}$  a distance of 2,547.9 feet, more or less, to the point of beginning, excepting from the said tract public roads and highways, and said covenants, agreements, easements, restrictions, conditions, and charges being as follows:

The land included in said last above-described tract shall be used for non-commercial purposes only.

The said covenants are for the express benefit of all of the SW $\frac{1}{4}$  of Section 30, Township 15 Range 12, East of the 6th P.M., excepting public roads and highways, and except the tract hereinabove described, and may be enforced by the owners of said tract benefited, and these covenants shall run with the land and be binding on all successors in title, and if the said tract be divided, sold in parcels, or platted into blocks, lots, streets, and ways, said covenants to remain in full force and effect as to all property contained within the boundaries described above.

The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

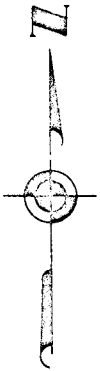
No witness. Acknowledged May 25, 1960 by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, before Helen E. Pogue, Notary Public, with seal, Douglas County, Nebraska.

Commission expires March 22, 1964.

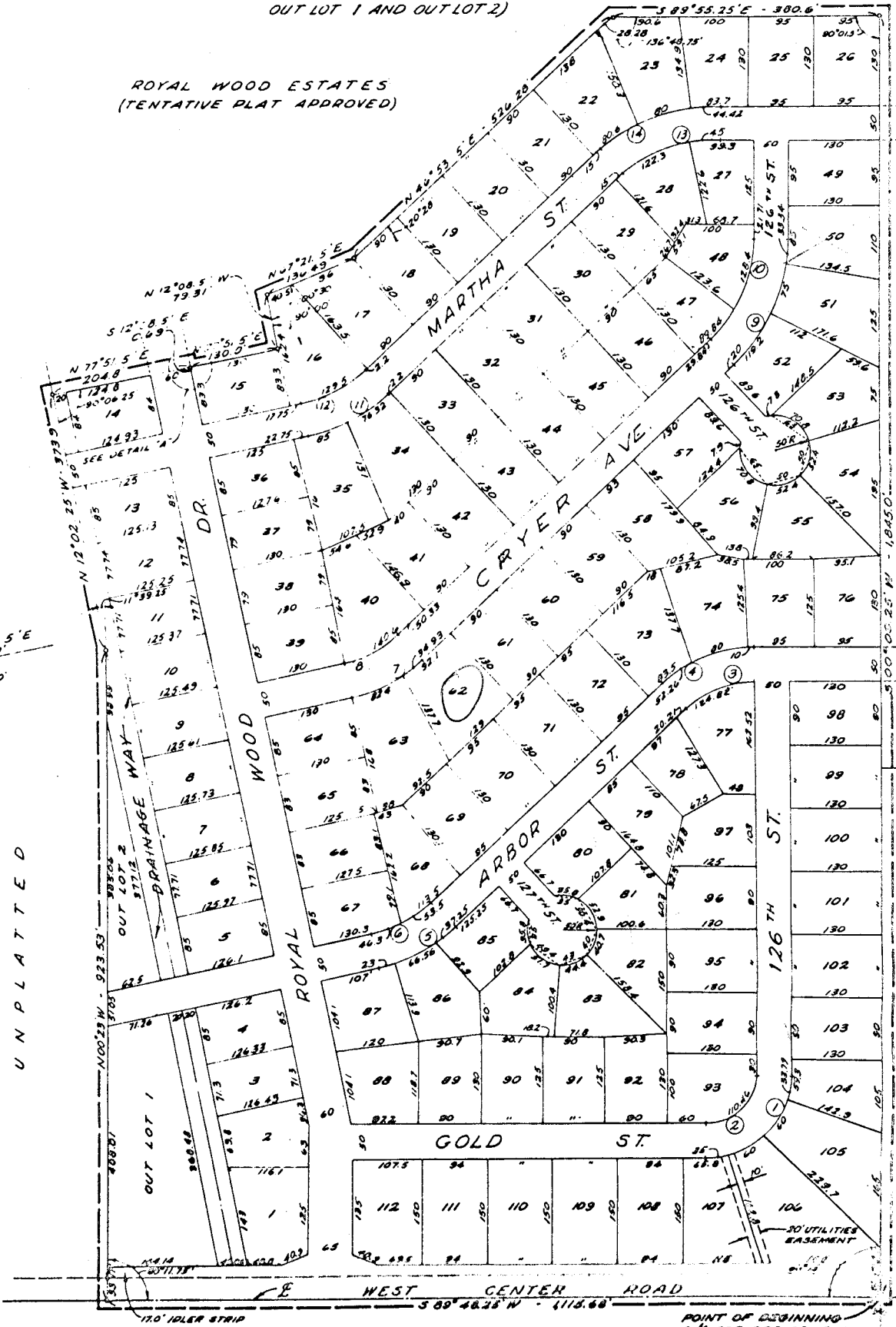
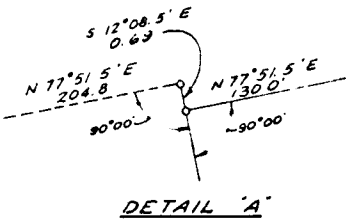
# ROYAL WOOD ESTATES

A SUBDIVISION IN THE S.W.  $\frac{1}{4}$   
 OF SECTION 30, T-15-N, R-12-E  
 OF THE 6<sup>TH</sup> P.M. DOUGLAS COUNTY, NEBRASKA  
 (LOTS 1 THRU 112 INCL,  
 OUT LOT 1 AND OUT LOT 2)

ROYAL WOOD ESTATES  
 (TENTATIVE PLAT APPROVED)



SCALE: 1"=100'



BEL AIR VILLAGE  
 (TENTATIVE PLAT APPROVED)

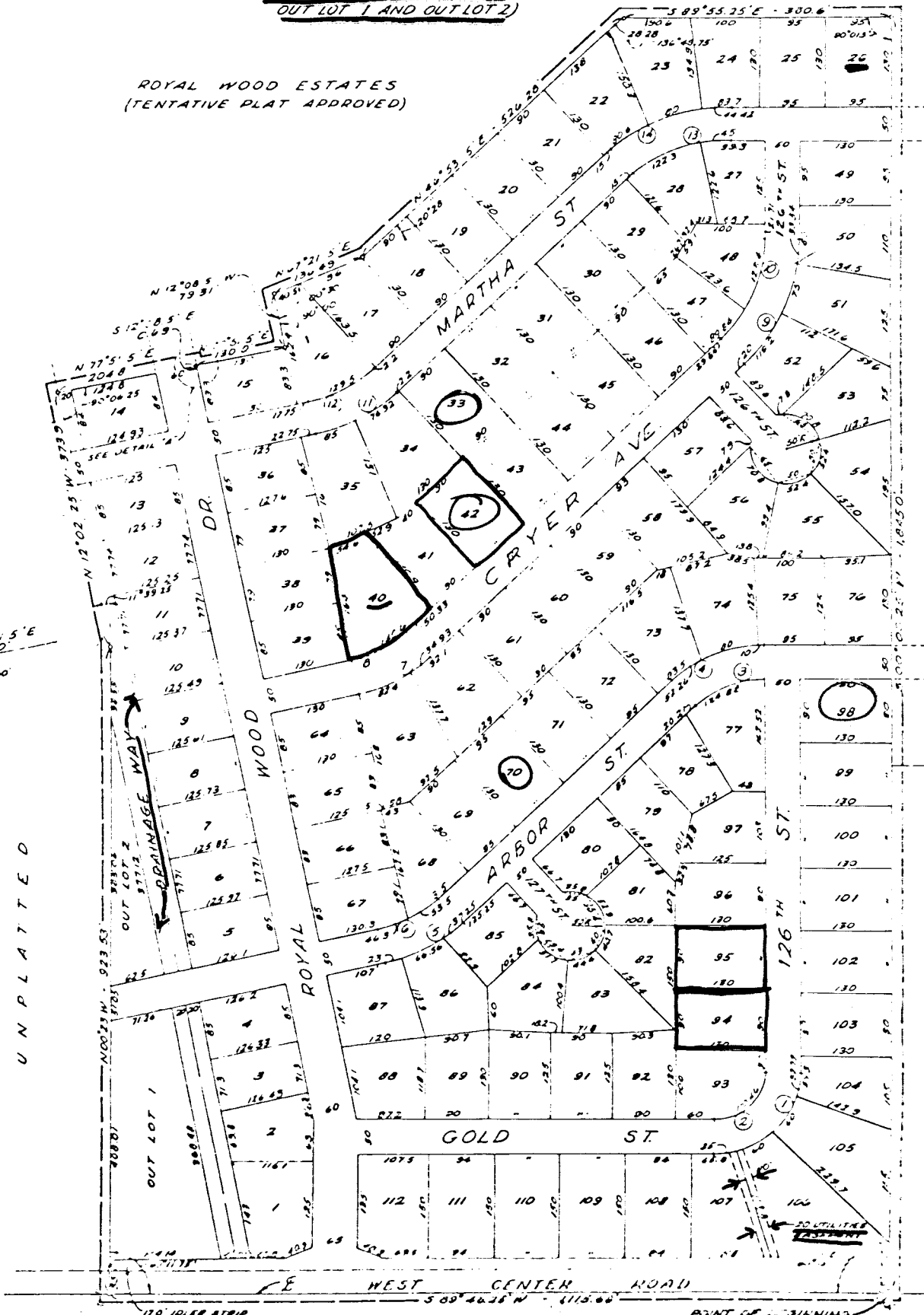
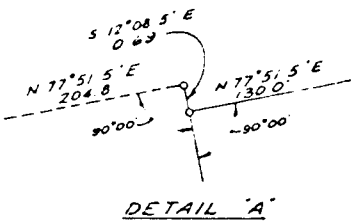
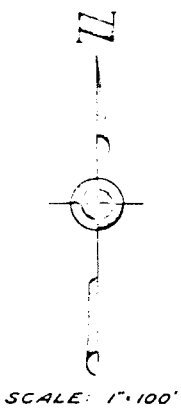
LUTHERN CHURCH - MISSOURI SYNOD  
 NORTHERN NEBR. DIST.

UNPLATTED

# ROYAL WOOD ESTATES

A SUBDIVISION IN THE S.W.  $\frac{1}{4}$   
 OF SECTION 30, T-15-N, R-12-E  
 OF THE 6<sup>TH</sup> P.M. DOUGLAS COUNTY, NEBRASKA  
 (LOTS 1 THRU 112 INCL,  
OUT LOT 1 AND OUT LOT 2)

ROYAL WOOD ESTATES  
 (TENTATIVE PLAT APPROVED)



UNPLATTED

No. 36. : Plat : Filed Jan. 27, 1961  
 Book 1108 : of :  
 Page 128 : Royal Wood Estates, a Subdivision :  
 : in the S. W.  $\frac{1}{4}$  of Section 30, T- :  
 : 15-N, R-12-E of the 6th P.M., :  
 : Douglas County, Nebraska (Lots 1 :  
 : thru 112 incl., Out Lot 1 and Out :  
 : Lot 2) :

SURVEYOR'S CERTIFICATE

I hereby certify that we have accurately surveyed and staked with iron pins all corners of all Lots, Avenues, Streets, angle points and ends of all curves in Royal Wood Estates, said Addition is located in the S. W.  $\frac{1}{4}$  of Sec. 30, T-15-N, R-12-E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the S $\frac{1}{4}$  corner of Section 30-15-12; thence S 89°48.25' W along the South line of said Section 30 a distance of 1,115.68 ft; thence N 00°23' W a distance of 923.53 ft; thence N 12°02.25' W a distance of 373.9 ft; thence N 77°51.5' E a distance of 204.8 ft; thence S 12°08.5' E a distance of 0.69 ft; thence N 77°51.5' E a distance of 130.0 ft; thence N 12°08.5' W a distance of 79.31 ft; thence N 67°21.5' E a distance of 136.49 ft; thence N 46°53.5' E a distance of 526.28 ft; thence S 89°55.25' E a distance of 380.6 ft; to the East line of the S.W.  $\frac{1}{4}$ ; thence S 00°03.25' W along said East line of the S.W.  $\frac{1}{4}$  a distance of 1,845.0 ft. to the point of beginning.  
 Date: August 18, 1960.

Gollehon & Schemmer, Inc. (Seal)  
 By E. M. Gollehon,  
 Registered Land Surveyor L.S.-134.

GRADING ACKNOWLEDGEMENT

I hereby certify that the Streets within Royal Wood Estates (Lots 1 Thru 112 inclusive, Out Lot 1 and Out Lot 2) were graded the full width of the dedicated right of way to an approved grade of the City Engineer.  
 Date: August 18, 1960.

E. M. Gollehon, (Seal)  
 Registered Engineer, E-1661

DEDICATION

Know All Men By These Presents: That we Millard R. Seldin, Single, Jule M. Newman, Calvin M. Newman, E. Robert Newman, George B. Boland and Helen Boland, husband and wife being sole owners and proprietors of the land described in the Surveyor's Certificate and embraced within this Plat have caused the same to be subdivided into Lots and Streets, said Subdivision to be known as Royal Wood Estates (Lots 1 Thru 112 inclusive, Out Lot 1 and Out Lot 2). The Lots numbered as shown, and we hereby ratify and approve of the disposition of our property as shown on this Plat, and we hereby dedicate to the public for public use, the Streets shown herein.

In witness whereof, we do hereunto set our hands this 1st day of Sept. A.D. 1960.

Millard R. Seldin  
 Jule M. Newman  
 George B. Boland

Calvin M. Newman  
 E. Robert Newman  
 Helen Boland

No witness. Acknowledged September 1, 1960 by Millard R. Seldin, single, Jule M. Newman, Calvin M. Newman, E. Robert Newman, George B. Boland and Helen Boland, husband and wife, before Nellie E. Booze, Notary Public, with seal, Douglas County, Nebraska.  
 Commission expires March 8, 1964.

COUNTY TREASURER'S CERTIFICATE

This 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 this Office.

Sam J. Howell, County Treasurer  
By C. A. Remington, Deputy.

(Seal)

Date: Aug. 16, 1960.

OMAHA CITY COUNCIL ACCEPTANCE

This Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) was approved by the City Council of Omaha, on this 20 day of September, A.D. 1960.

Attest: M. J. Dineen, Jr.  
City Clerk.

W. P. Garvey,  
President of Council.

John Rosenblatt, Mayor.

(Seal)

APPROVAL OF OMAHA CITY PLANNING BOARD

This Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) was approved by the City Planning Board, on this 17 day of Aug. A.D. 1960.

Jesse L. Schroeder,  
Chairman of the City Planning Board.

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve of this Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) this 22 day of August, A.D. 1960.

D. P. DeBord, City Engineer.

file copy

No. 41 : Royalwood Estates, Inc. : PROTECTIVE COVENANTS  
Misc. 363 : (Corporate Seal) : Dated Feb. 10, 1961  
Page 145 : By Millard R. Seldin, President : Filed Feb. 20, 1961  
: Attest: Theodore M. Seldin, :  
: Secretary, :  
: To :  
: Whom it May Concern :

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, 1995: Lots 1 through 112, in Royalwood Estates, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock



or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "Ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet.)

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide as the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royal Wood Drive side of Lots 15, 36, 37, 38, 39, 64, 65, 66, 67, 87, 88 & 112; On Gold Street or 126th Street side of Lots 98 through 112 inclusive; On Arbor Street side of Lot 77, 78, 79, 80, 85, 86, 87; On Cryer Avenue side of Lots 49, 50, 51, 52 & 57 through 64 inclusive; On Martha Street side of Lots 27 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by the written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of

lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

In witness whereof, the undersigned, being the owner of all said real estate, have caused these presents, to be duly executed this 10th day of February, 1961.

No witness. Acknowledged February 10, 1961 by Millard R. Seldin, President of Royalwood Estates, Inc., a corporation in due form for said corporation before Stanley C. Silverman, Notary Public with seal, Douglas County, Nebraska.

Commission expires January 4, 1964.

# ROYAL WOOD ESTATES

A SUBDIVISION LOCATED IN THE S.W. 1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND A REPLAT OF LOTS 14, 15, 27, 28, 29 AND 48, ROYAL WOOD ESTATES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBR.

LOTS 113 THRU 130 INCL.  
 LOTS 146 THRU 157 INCL.  
 LOTS 500 THRU 504 INCL.



SCALE OF CLOSURE: 1" = 10,000'  
 MAY 28, 1945

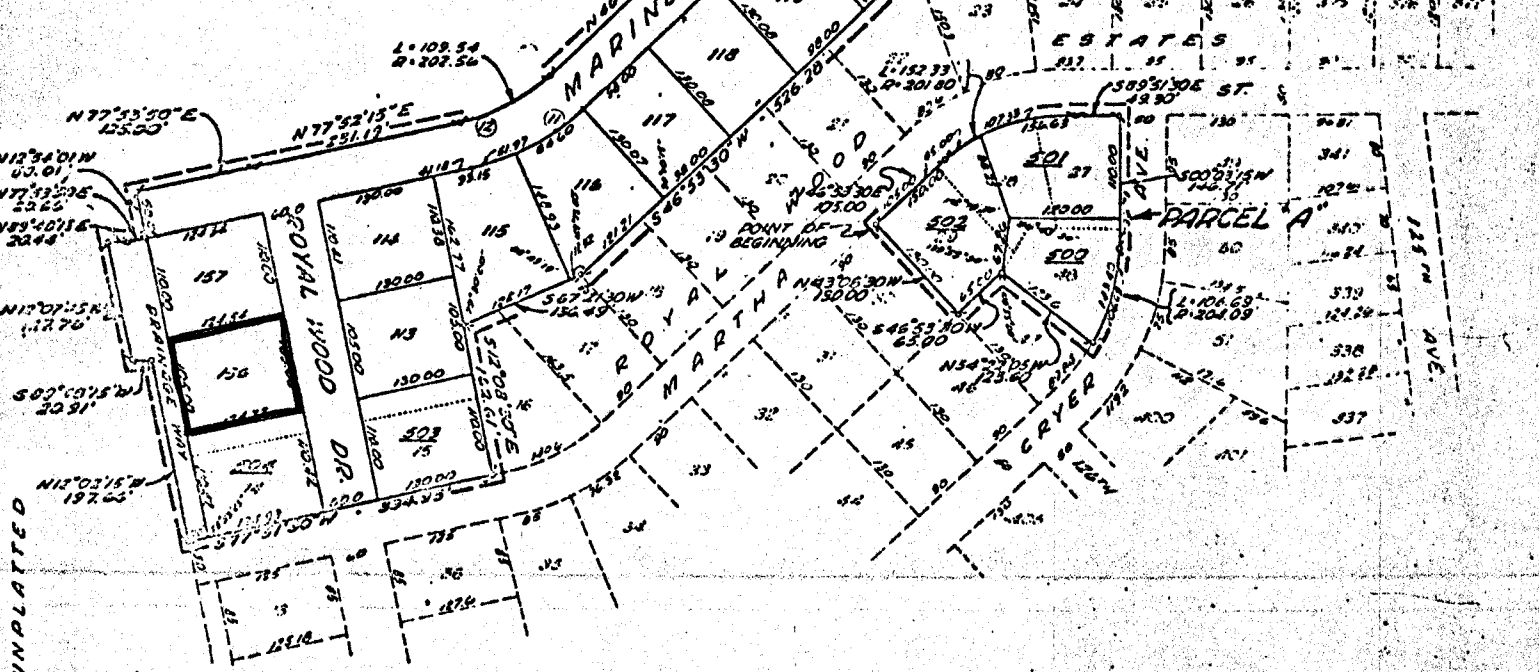
TENTATIVE PLAT  
 APPROVED

## CURVE DATA

A	R	T	D	L	
1	26°38'30"	272.00	63.93	21.2207	123.53
2	26°38'30"	220.00	52.09	24.0435	103.30
3	26°19'53"	370.00	62.35	15.4853	170.05
4	26°27'00"	320.00	75.20	17.5049	147.72
5	30°01'31"	75.00	75.03	74.3944	117.84
6	30°01'31"	125.00	125.05	43.8364	196.40
7	19°31'48"	345.00	59.37	14.6075	117.60
8	19°31'48"	395.00	67.39	14.5053	134.64
9	43°11'30"	233.00	100.15	22.6466	190.72
10	43°11'30"	303.00	119.94	18.9093	238.41
11	30°59'00"	252.36	79.00	22.6860	136.57
12	30°59'00"	202.86	66.14	28.2858	108.84

PARCEL 'B'

OMAHA PUBLIC SCHOOL SITE



# ROYAL WOOD ESTATES

A SUBDIVISION LOCATED IN THE S.W. 1/4 OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND A REPLAT OF LOTS 14, 15, 27, 28, 29 AND 48, ROYAL WOOD ESTATES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBR.

LOTS 113 THRU 130 INCL.  
 LOTS 146 THRU 157 INCL.  
 LOTS 500 THRU 504 INCL.

TENTATIVE PLAT  
 APPROVED



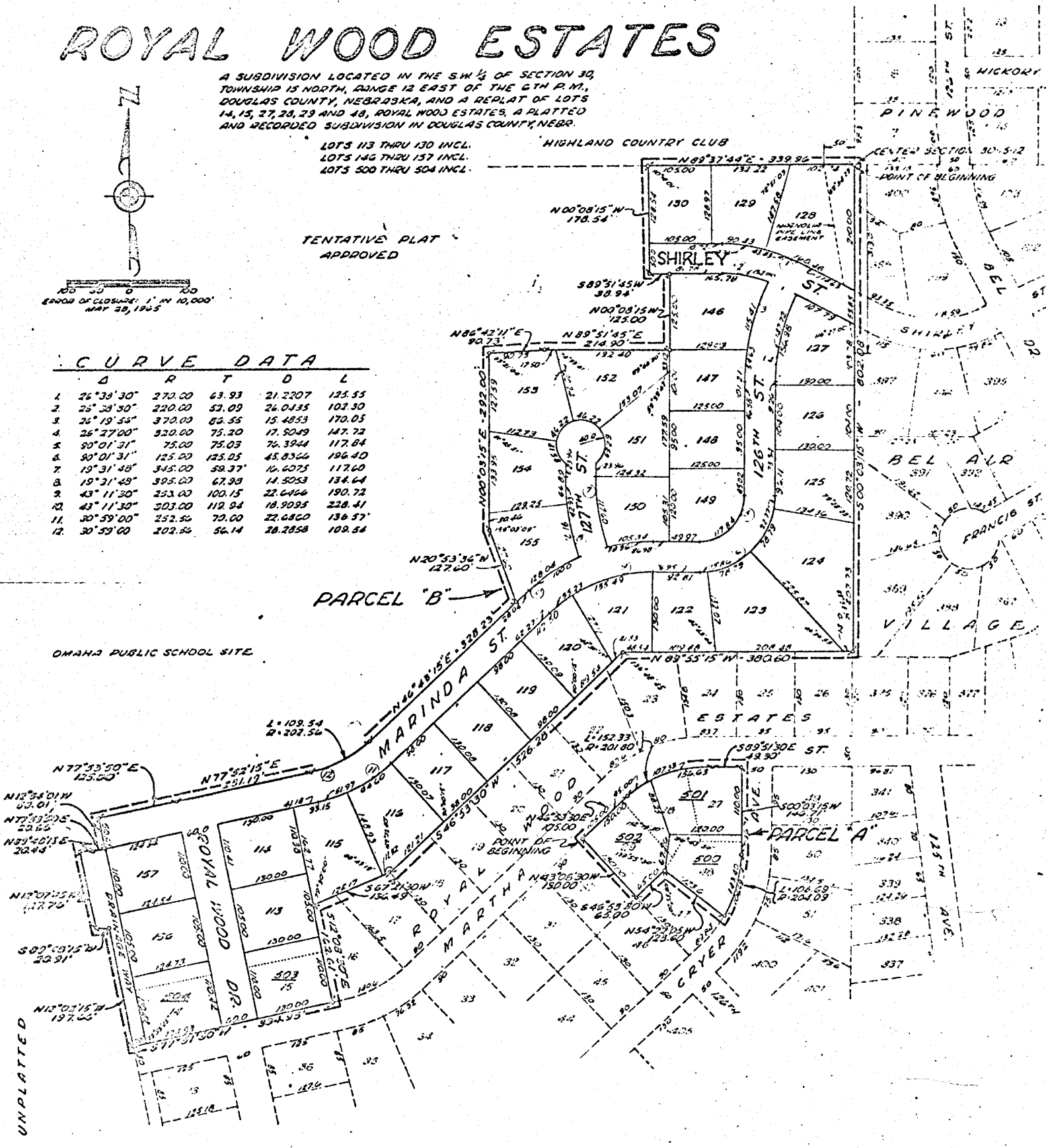
100 0 100  
 SCALE OF CLOSURE: 1" IN 10,000'  
 MAY 28, 1965

## CURVE DATA

	D	R	T	D	L
1.	26°39'30"	270.00	63.93	21.2207	123.55
2.	26°38'50"	220.00	53.09	24.0135	103.30
3.	26°19'55"	370.00	82.55	15.4853	170.05
4.	26°27'00"	320.00	75.20	17.5049	147.72
5.	50°01'31"	75.00	17.03	74.3944	117.84
6.	50°01'31"	125.00	23.05	43.8364	196.40
7.	19°31'48"	345.00	59.37	16.6075	117.60
8.	19°31'48"	395.00	67.93	14.5053	134.64
9.	43°11'30"	253.00	100.15	22.6464	190.72
10.	43°11'30"	303.00	119.94	18.9095	228.41
11.	30°59'00"	252.54	70.00	22.6860	136.57
12.	30°59'00"	202.54	56.14	28.2858	109.54

PARCEL "B"

OMAHA PUBLIC SCHOOL SITE



No. 49	:	P L A T	:	
Book 1259	:	of	:	Filed July 22, 1965
Page 123	:	ROYAL WOOD ESTATES	:	
	:	A Subdivision located in the S.W. ¼ of	:	
	:	Section 30, Township 15 North, Range 12	:	
	:	East of the 6th P.M., Douglas County,	:	
	:	Nebraska, and a replat of Lots 14, 15, 27:	:	
	:	28, 29 and 48, Royal Wood Estates, a	:	
	:	platted and recorded subdivision in	:	
	:	Douglas County, Nebraska.	:	
	:	Lots 113 thru 130 incl.	:	
	:	Lots 146 thru 157 incl.	:	
	:	Lots 500 thru 504 incl.	:	

SURVEYOR'S CERTIFICATE

I hereby certify that we have accurately surveyed and staked with iron pins all corners of all Lots, Avenues, Streets, angle points and ends of all curves in Royal Wood Estates, said addition is located in the Southwest Quarter of Section 30, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and a Replat of Lots 14, 15, 27, 28, 29 and 48, Royal Wood Estates, a platted and recorded subdivision in Douglas County, Nebraska, described as follows:

Parcel "A" Beginning at the Northwest corner of said Lot 29; thence N. 46°53'30" E along the Northwesterly line of said Lots 28 and 29, a distance of 105.00 Feet to a point of curvature; thence on a 201.80 Foot radius curve to the right a distance of 152.33 Ft. to a point of tangency; thence S89°51'30" E a distance of 49.30 Ft; thence S 00°03'15" W a distance of 146.71 Ft. to a point of curvature; thence on a 204.09 Foot radius curve to the right a distance of 106.69 Ft; thence N 54°22'05" W along the Southwesterly line of said Lot 48 a distance of 123.60 Ft; thence S 46°53'30" W along the southeasterly line of said Lot 29 a distance of 65.00 Ft; thence N 43°06'30" W along the Southwesterly line of said Lot 29 a distance of 130.00 Ft. to the point of beginning.

Parcel "B" Beginning at the center of said Section 30; thence S 00°03'15" W (Assumed bearing) along the East line of the SW ¼ of said Section 30 a distance of 802.08 Ft; thence along the perimeter of Royal Wood Estates, a platted and recorded subdivision in Douglas County, Nebraska, on a bearing N 89°55'15" W a distance of 380.60 Ft; thence S 46°53'30" W a distance of 526.28 Ft; thence S 67°21'30" W a distance of 136.49 Ft; thence S 12°08'30" E a distance of 162.61 Ft; thence S 77°51'30" W along the Northerly right-of-way line of Martha Street a distance of 334.93 Ft; thence N 12 02'15" W a distance of 197.66 Ft; thence S 89°48'15" W a distance of 20.91 Ft; thence N 12°07'45" W a distance of 127.76 Ft; thence N 89°48'15" E a distance of 20.44 Ft; thence N 77°53'50" E a distance of 20.66 Ft; thence N 12°54'01" W a distance of 50.01 Ft; thence along the perimeter of the Omaha Public School site on a bearing N 77°53'50" E a distance of 125.00 Ft; thence N 77°52'15" E a distance of 231.19 Ft. to a point of curvature; thence on a 202.56 Foot radius curve to the left a distance of 109.54 Ft; thence N 46°53'15" E a distance of 328.23 Ft; thence N 20°53'36" W a distance of 127.60 Ft; thence N 00°03'15" E a distance of 292.00 Ft; thence N 86°42'11" E a distance of 90.73 Ft; thence N 89°51'45" E a distance of 214.90 Ft; thence N 00°08'15" W a distance of 125.00 Ft; thence S 89°51'45" W a distance of 38.94 Ft; thence N 00°08'15" W a distance of 178.54 Ft; thence N 89°37'44" E along the North line of the S.W. ¼ of said Section 30 a distance of 339.96 Feet to the point of beginning.

I further certify that there is no change in the Streets abutting Lots 500 thru 504 inclusive.

Date: June 9, 1965.  
(SEAL)

GOLLEHON & SCHENMER, INC.  
William A. Fell  
Registered Land Surveyor--L.S.125

RATIFICATION OF REPLAT AND PETITION TO VACATE

Know All Men By These Presents: That Royalwood Estates, Inc., a Nebraska Corporation, being sole owner and proprietor of the land described in the Surveyor's Certificate and embraced within this plat and Prudential Insurance Company of America (Mortgagee) have caused the same to be subdivided into lots and streets, said subdivision to be known as Royal Wood Estates, the lots numbered as shown and we hereby ratify and approve of the disposition of our property as shown on this plat, and we hereby dedicate to the public for public use the streets shown herein, and we hereby petition

the City Council of Omaha, Nebraska to vacate the prior plat of Lots 14, 15, 27, 28, 29 and 48, Royal Wood Estates. The above or foregoing subdivision located in the S.W.¼ of Sec. 30, T-15-N, R-12-E of the 6th P.M., Douglas County, Nebraska, is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

In witness whereof we do hereunto set our hands this 7th day of June A. D., 1965.

PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

R.R. Harris, Production Manager.

No witness. Acknowledged June 7, 1965 by Millard R. Seldin, President of Royalwood Estates, Inc., in due form for said corporation, before Stanley C. Silverman, Notary Public with seal, Douglas County, Nebraska. Commission expires January 4, 1970.

No witness. Acknowledged June 7, 1965 by R. R. Harris, Production Manager of the Prudential Insurance Company of America, in due form for said corporation before Mary G. Schmitz, Notary Public with seal, Douglas County, Nebraska. Commission expires August 13, 1969.

ROYALWOOD ESTATES, INC. (SEAL)

Millard R. Seldin, President

Attest Theodore M. Seldin, Secretary

#### APPROVAL OF OMAHA CITY ENGINEER

I hereby approve of this plat of Royal Wood Estates, the lots numbered as shown, on this 16th day of June A.D., 1965.

Grace E. Jordan,

For the City Engineer.

#### GRADING ACKNOWLEDGEMENT

I hereby certify that the streets within this plat of Royal Wood Estates was graded the full width of the dedicated right-of-way to an approved grade of the City Engineer.

Date: June 9, 1965.

(SEAL)

Gray Pearson

Registered Engineer E-2497

#### COUNTY TREASURERS CERTIFICATE

This 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 within this plat as shown by the records of this office.

Date: June 9, 1965.

(SEAL)

S. J. Howell

County Treasurer

#### VACATION OF PRIOR PLAT AND APPROVAL OF OMAHA CITY COUNCIL

The vacation of the plat of Lots 14, 15, 27, 28, 29 and 48, Royal Wood Estates and this plat of Royal Wood Estates, the lots numbered as shown, was approved by the Omaha City Council on this 13th day of July A.D. 1965.

(SEAL)

H. F. Jacobberger

President of Council

Attest Mary Galligan Cornett

City Clerk

#### APPROVAL OF OMAHA CITY PLANNING BOARD

The vacation of the plat of Lots 14, 15, 27, 28, 29 and 48, Royal Wood Estates and this plat of Royal Wood Estates, the lots numbered as shown was approved by the Omaha City Planning Board on this 16th day of June A.D., 1965.

Anson D. Marston

Chairman Omaha City Planning Board.

No. 51 : THE PRUDENTIAL INSURANCE COMPANY : RATIFICATION OF  
Misc. 428 : OF AMERICA (Corporate Seal) : PLAT  
Page 387 : By: M. W. Schueler, Vice : Dated Aug. 6, 1965  
: President : Filed Aug. 13, 1965  
: :  
: to :  
: Whom It May Concern :

Whereas, Royalwood Estates, Inc., as the owner, caused certain real property in Douglas County, Nebraska, to be platted and subdivided as Royal Wood Estates, by plat filed on July 22, 1965, in Book 1259, Page 123, of the Records of Douglas County, Nebraska; and

Whereas, The Prudential Insurance Company of America had a mortgage on the said real property platted, which mortgage was dated November 25, 1964, and filed in Book 1590, Page 541, of the said county records;

Now, Therefore, the said The Prudential Insurance Company of America does hereby ratify and approve of said plat and does hereby release the lien of said mortgage as to the streets included within said plat;

Provided Always, that nothing herein shall in any way affect, alter or diminish the lien of said mortgage on the remaining part of the real property described in said plat.

No witness. Acknowledged August 6, 1965 by M. W. Schueler, Vice President of The Prudential Insurance Company of America, in due form for said corporation, by authority of its Board of Directors, before Thomas H. Haggan, Notary Public, with seal, Hennepin County, Minnesota.

Commission expires December 16, 1967.

No. 43 : Royalwood Estates, Inc. : PROTECTIVE COVENANTS  
Misc. 428 : (Corporate Seal) :  
Page 23 : By Millard R. Seldin, President, : Filed July 27, 1965  
: Attest Theodore M. Seldin, :  
: Secretary :  
: to :  
: Whom It May Concern :

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, 1995:

Lots 113 through 130 both inclusive and Lots 146 through 157 both inclusive, in Royal Wood Estates, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall not be less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches



shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks, 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. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot. The sidewalk edge nearest the lot line shall be located one foot outside the lot line, or at such other location as the undersigned owners shall specify in writing.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; and license being granted for the use and benefit of all present and future owners of lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning unit may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

No witness. Acknowledged July 23, 1965 by Millard R. Seldin, President of Royalwood Estates, Inc. in due form for said corporation before Stanley C. Silverman, Notary Public with seal, Douglas County, Nebraska.  
Commission expires January 4, 1970.

# ROYAL WOOD ESTATES

A SUBDIVISION LOCATED IN THE S.W. 1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH R.M., DOUGLAS COUNTY, NEBRASKA, AND A REPLAT OF LOTS 14, 15, 27, 28, 29 AND 48, ROYAL WOOD ESTATES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBR.

LOTS 113 THRU 130 INCL.  
LOTS 144 THRU 157 INCL.  
LOTS 500 THRU 504 INCL.

HIGHLAND COUNTRY CLUB



100' 0" 0" 100'  
ERROR OF CLOSURE: 1" IN 10,000'  
MAY 28, 1965

TENTATIVE PLAT  
APPROVED

## CURVE DATA

	A	R	T	D	L
1.	26°39'30"	270.00	63.93	21.2207	125.55
2.	26°28'30"	220.00	52.09	24.0435	102.90
3.	26°19'35"	370.00	65.55	15.4853	170.05
4.	26°27'00"	320.00	75.20	17.5049	147.72
5.	30°01'31"	75.00	75.03	76.3944	117.84
6.	50°01'31"	125.00	125.05	45.8364	196.40
7.	19°31'48"	345.00	59.37	16.6075	117.60
8.	19°31'43"	395.00	67.98	14.5053	134.64
9.	43°11'30"	253.00	100.15	22.6464	190.72
10.	43°11'30"	503.00	119.94	18.9095	228.41
11.	30°59'00"	252.56	70.00	22.6860	136.57
12.	30°59'00"	202.56	56.14	28.2858	109.54

PARCEL "B"

OMAHA PUBLIC SCHOOL SITE

