

Surrey Hills

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

STATE OF NEBRASKA COUNTY OF WASHINGTON 11749
THIS 17th day of October 1975
4:30 P.M.
COUNTY CLERK Charlotte Patterson
W. CITY



SCALE 1" = 200'
POINTS SET

PROTECTIVE COVENANTS

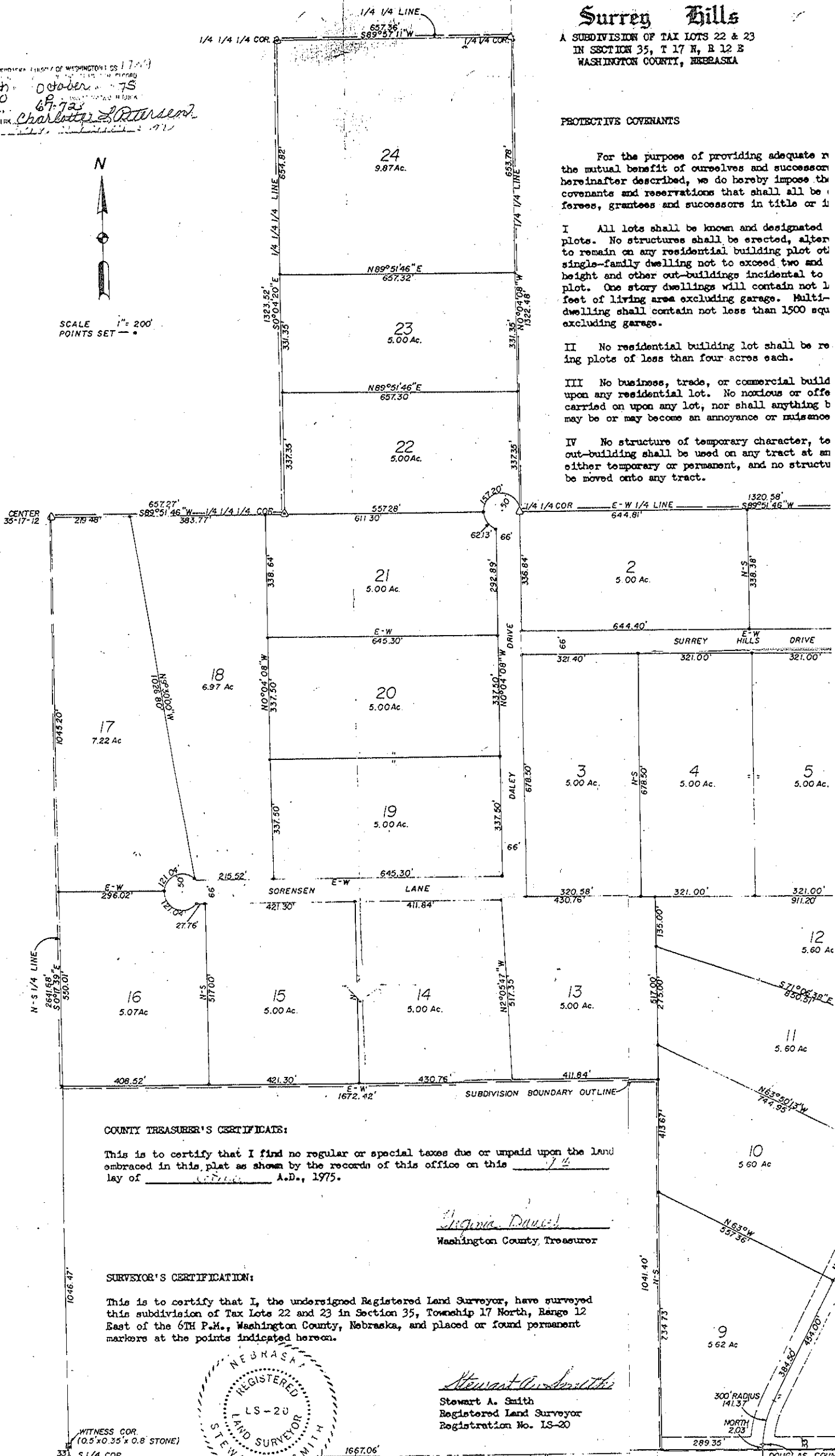
For the purpose of providing adequate in the mutual benefit of ourselves and successors hereinafter described, we do hereby impose the covenants and reservations that shall all be in force, grantees and successors in title or interest.

I All lots shall be known and designated plots. No structures shall be erected, altered to remain on any residential building plot of single-family dwelling not to exceed two and height and other out-buildings incidental to plot. One story dwellings will contain not less than 1000 feet of living area excluding garage. Multi-dwelling shall contain not less than 1500 square feet excluding garage.

II No residential building lot shall be less than four acres each.

III No business, trade, or commercial building upon any residential lot. No noxious or offensive carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

IV No structure of temporary character, to out-building shall be used on any tract at an either temporary or permanent, and no structure be moved onto any tract.



COUNTY TREASURER'S CERTIFICATE:

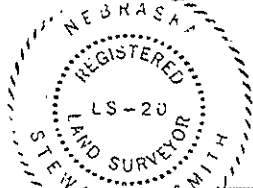
This is to certify that I find no regular or special taxes due or unpaid upon the land embraced in this plat as shown by the records of this office on this 17th day of October, A.D., 1975.

Virginia Dancer
Washington County Treasurer

SURVEYOR'S CERTIFICATION:

This is to certify that I, the undersigned Registered Land Surveyor, have surveyed this subdivision of Tax Lots 22 and 23 in Section 35, Township 17 North, Range 12 East of the 6TH P.M., Washington County, Nebraska, and placed or found permanent markers at the points indicated hereon.

Stewart A. Smith
Stewart A. Smith
Registered Land Surveyor
Registration No. LS-20



WITNESS COR.
(0.5' x 0.35' x 0.8' STONE)

33' S 1/4 COR

1667.06'

N 89° 49' 35" E

DOUGLAS COVN

Surrey Hills

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

PROTECTIVE COVENANTS

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following restrictions, covenants and reservations that shall all be incumbent upon all transferees, grantees and successors in title or interest, to-wit:

I All lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than on detached single-family dwelling not to exceed two and one half stories in height and other out-buildings incidental to residential use of the plot. One story dwellings will contain not less than 1200 square feet of living area excluding garage. Multi-story and split level dwelling shall contain not less than 1500 square feet of living area excluding garage.

II No residential building lot shall be resubdivided into building plots of less than four acres each.

III No business, trade, or commercial building shall be erected upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence either temporary or permanent, and no structure previously used shall be moved onto any tract.

V Animals, other than swine may be kept, provided that they are not kept, bred or maintained as the primary source of income of the lot owner.

VI No trash, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VII Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor, or contractor - builder, prior to covering any septic system, to notify the Health Officer that the septic system is ready for his final inspection. In no case may a well be closer than 100 feet from any part of septic tank systems nor may a well or septic tank system on any lot be closer than fifty feet to a lot line. Well casings will be cemented for a distance of ten feet below the surface of the ground. No well or septic tank system may be constructed on one lot which would interfere with a properly planned and constructed well and/or septic tank system on an adjoining lot.

VIII No changes in the topography of a lot are permitted which would interfere with proper drainage either on the lot of the owner, or any other lot.

IX These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

X If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

XI Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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

Robert J. Sorenson
Robert J. Sorenson, Owner

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

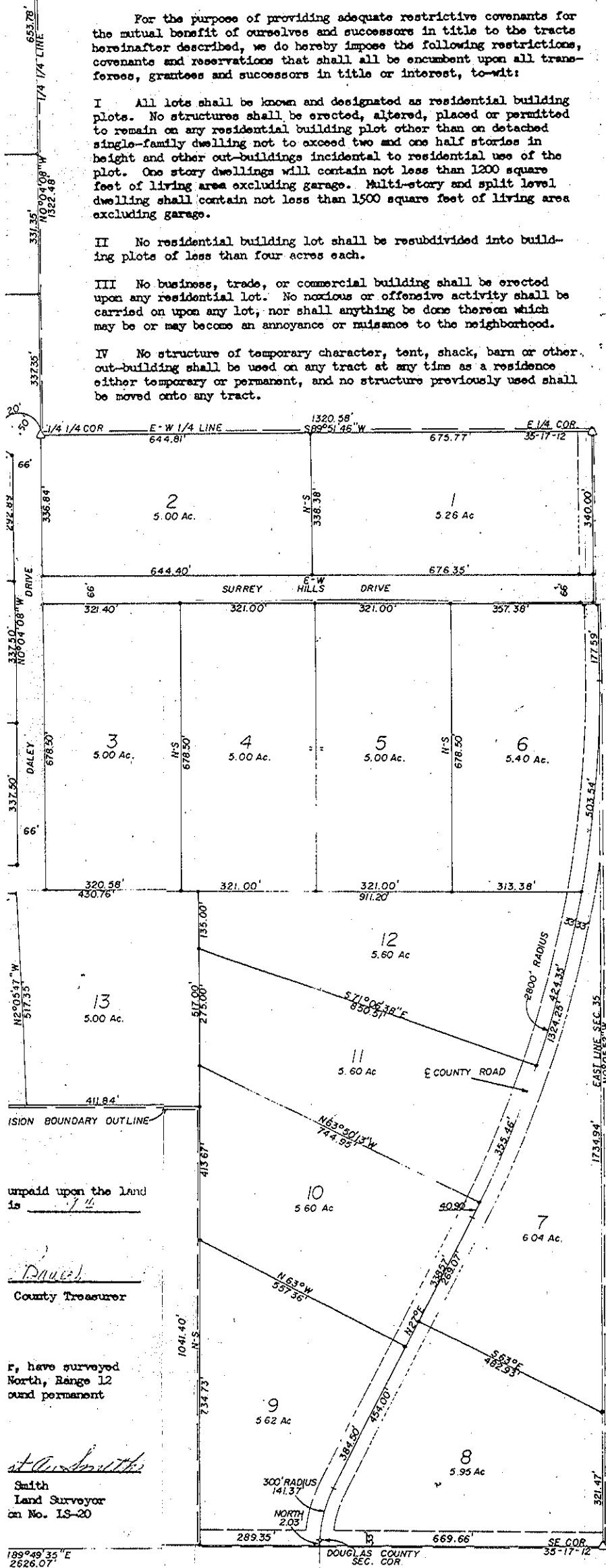
Signed this 2 ND day of OCTOBER A.D. 1975.

Robert J. Sorenson
Robert J. Sorenson

KNOW ALL MEN BY THESE PRESENTS THAT:

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

Robert J. Sorenson
Robert J. Sorenson



189°49'35"E
2626.07'
VTH LINE SEC 35

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 17-12
 THIS 17th day of October 1975
 4:30 P.M.
 CHARLOTTE PATTERSON
 COUNTY CLERK



SCALE 1" = 200'
 POINTS SET

PROTECTIVE COVENANTS

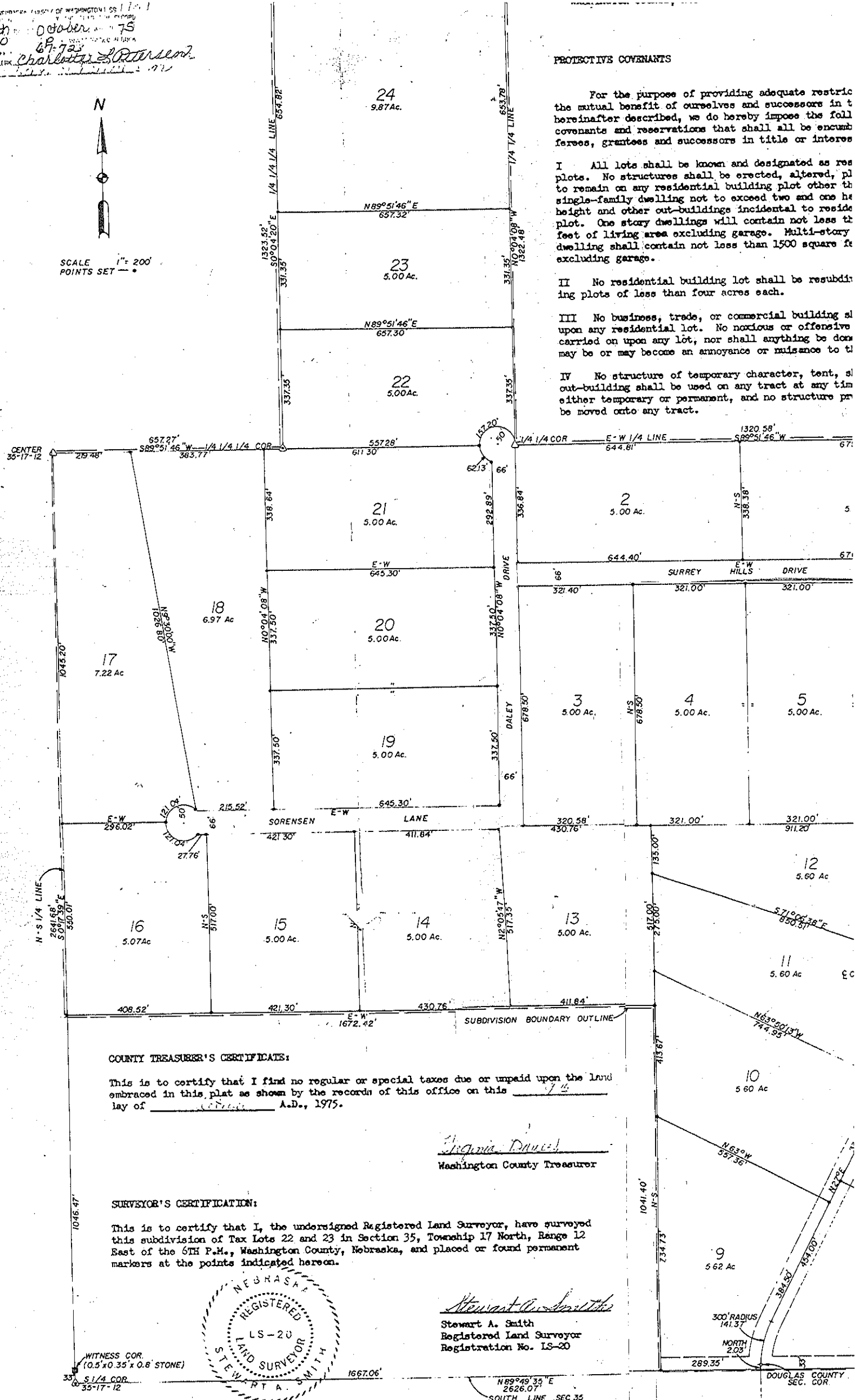
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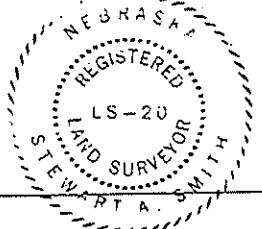
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Virginia Dances
 Washington County Treasurer

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Stewart A. Smith
 Stewart A. Smith
 Registered Land Surveyor
 Registration No. LS-20



WITNESS COR.
 (0.5x0.35x0.8 STONE)
 33' S 1/4 COR
 35-17-12

1667.06'
 N89°49'35"E
 2626.07'
 SOUTH LINE SEC 35

DOUGLAS COUNTY SEC. COR.

PROTECTIVE COVENANTS

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VIII No changes in the topography of a lot are permitted which would interfere with proper drainage either on the lot of the owner, or any other lot.

IX These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

X If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

XI Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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

Robert J. Sorensen
Robert J. Sorensen, Owner

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

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Robert J. Sorensen
Robert J. Sorensen

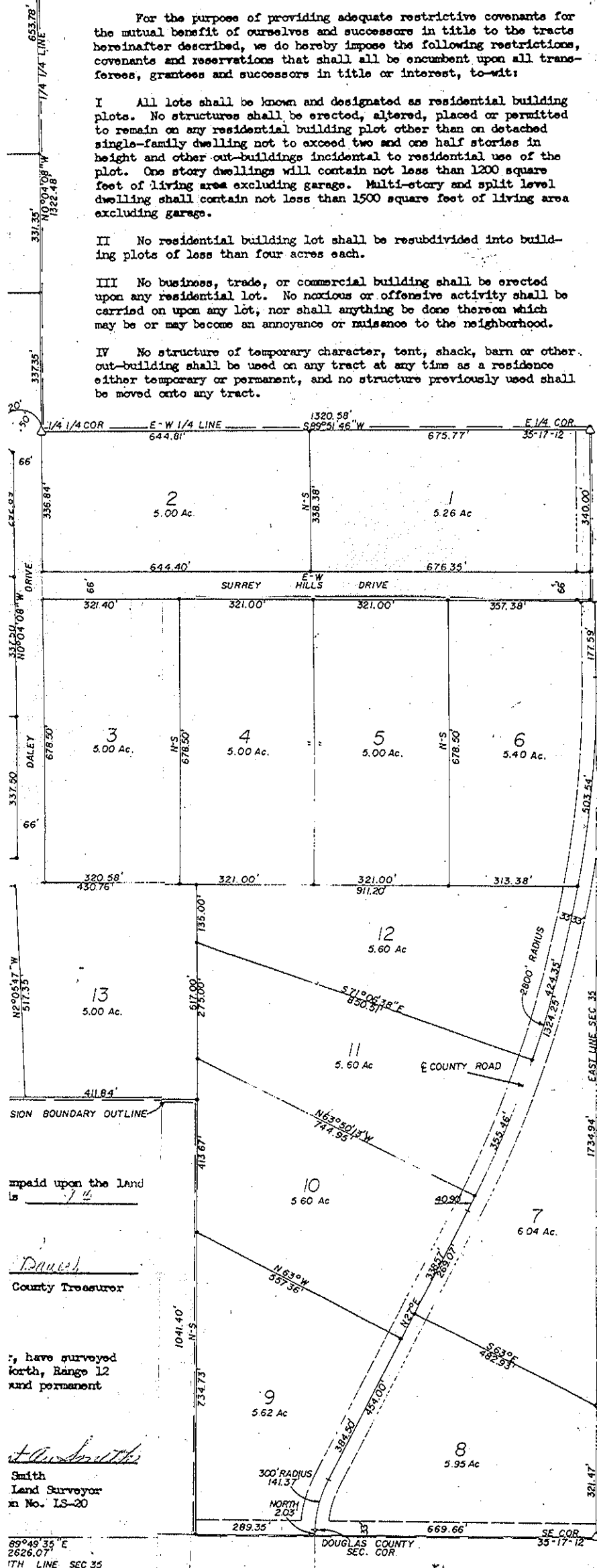
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Robert J. Sorensen
Robert J. Sorensen

Witnessed this 2 ND day of OCTOBER, 1975.

Notary Public
Name: D. White



paid upon the land is \$1.00

County Treasurer

I have surveyed north, Range 12 and permanent

Smith Land Surveyor No. 15-20

89°49'35" E 2626.07' 17th LINE SEC 35