

30027-REDFIELD & COMPANY, INC., OMAHA

(BETTY J. HENRY)
(NOTARIAL SEAL)
()
(APR. 19, 1971)
(CASS COUNTY, NEBRASKA)

My commission expires April 19, 1971

State of Nebraska
County of Cass

On this 26 day of October 1968 before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Richard Melvin Hulett and Rosalind

Ann Hulett, husband and wife to me known to be the identical persons who affixed their names to the foregoing instrument and acknowledged the execution to be their voluntary act and deed.

(BETTY J. HENRY)
(NOTARIAL SEAL)
()
(APR. 19, 1971)
(CASS COUNTY, NEBRASKA)

Betty J. Henry
Notary Public
My commission expires April 19, 1971

PLAT
William L. Rynearson, Surveyor
To:
Public

COMPARED

Filed 11 February 1970 at: 8:50 A.M.
Betty Philpot, Register of Deeds
\$ 13.75

Plat Filed in Plat Book 6, Page 46

COPPER CORRAL ESTATES

LOT "A" AND LOTS 1 THRU 19, INCLUSIVE

BEING A PLATTING OF PART OF THE NE QUARTER OF THE NE QUARTER OF SECTION 23 T12N R13E OF THE 6th P. M., CASS COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, angle points, and ends of all curves in COPPER CORRAL ESTATES, Lot "A" and Lots 1 thru 19, inclusive, being a platting of part of the NE 1/4 of the NE 1/4 of Section 23, T 12 N, R 13 E of the 6th P. M., CASS COUNTY, NEBRASKA, more particularly described as follows: Beginning at a point 90.80 feet N 89° 58' 54" W and 64.23 feet South of the Northeast corner of said Section 23; thence West, 691.96 feet; thence S 0° 0' 35" W, 1261.59 feet to a point on the South line of the NE 1/4 of the NE 1/4 of said Section 23; thence S 89° 54' 45" E, 691.37 feet along said South line to a point on the West R. O. W. line of the Missouri Pacific Railroad; thence N 2° 45' 40" E, 114.34 feet along said Railroad Right-of-Way; thence N 87° 14' 20" W, 60.00 feet along said Railroad Right-of-Way; thence N 2° 45' 40" E, 1146.88 feet along said Railroad Right-of-Way to the point of beginning.

2/4/70 Date
(NEBRASKA REGISTERED LAND)
(SURVEYOR LS-63)
(WILLIAM L. RYNEARSON)

William L. Rynearson
William L. Rynearson, Registered Land Surveyor # 63

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That We, WAYNE MEISINGER and MARJORIE E. MEISINGER (husband and wife), being the sole owners 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 COPPER CORRAL ESTATES, 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. We do further grant a perpetual license in favor of and granted to the Nebraska Public Power District and the Lincoln Telephone & Telegraph Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and 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, except Lot "A" (these easements apply only to land within said subdivision), said license being

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LIMON

40066-REDFIELD & COMPANY, INC., OMAHA

IN WITNESS WHEREOF, the parties hereto have signed the foregoing agreement on the date first above written.

Forest G. Beil Second Party Greeley L. Beil Second Party

LaVonne J. Beil Second Party

UNITED ROCK CONSTRUCTION, INC.

Harold S. Myers President

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

On this 12th day of April, 1970, before me a Notary Public in and for said County personally came the above Forest G. & LaVonne J. Beil and Greeley L. Beil who is personally known to me to be the identical persons

(3)

whose names are affixed to the above instrument as the second parties and acknowledged the execution of said instrument to be their voluntary act and deed.

Witness my hand and notarial seal the date aforesaid.

Dale Wohlfarth Notary Public

(CASS COUNTY)
(NOTARY PUBLIC)
(NEBRASKA)

My Commission expires: 2-14-72

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

On this 12th day of April, 1970 before me a Notary Public, personally came the above named Harold S. Myers, President of United Rock Construction, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the above lease as President of said corporation, and he acknowledged said instrument's execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the date aforesaid.

(CASS COUNTY NOTARY PUBLIC)
(NEBRASKA)

Dale Wohlfarth Notary Public

My Commission expires: 2-14-72

PROTECTIVE COVENANTS

Wayne Meisinger et ux

To:

Public

COMPARED

Filed 23 April 1970 at: 8:33 A. M.

Betty Philpot, Register of Deeds

\$ 13.25

PROTECTIVE COVENANTS

FOR

COPPER CORRAL ESTATES
A Subdivision in Cass County, Nebraska

THIS DECLARATION, made this 25th day of March, 1970, by Wayne Meisinger and Marjorie E. Meisinger, husband and wife, hereinafter called the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Paragraph I of this Declaration, and is desirous of subjecting the real property described in said Paragraph I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of

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said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definition of Terms

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Association" shall refer to the Estates Association of the tract covered by these covenants or any extension thereof as herein provided.

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ATTORNEYS AT LAW

I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Cass, State of Nebraska, and is more particularly described as follows, to-wit:

Lot "A" and Lots 1 through 19, inclusive, Copper Corral Estates, being a platting of Part of Northeast Quarter (NE 1/4) of Section 23, Township 12 North, Range 13 East of the 6th P. M.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

II

General Purposes of Conditions

The real property described in Paragraph I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

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- 2 -

A. All building sites in the tract shall be known and described as residential building sites, except Lot "A". No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants quarters, and other outbuildings incidental to residential use of the premises.

MISCELLANEOUS RECORD, No. 12

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B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee consisting of Wayne Meisinger and such other lot owners he shall appoint to serve with him. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site less than 25 feet from the front lot line for all sites covered by these covenants, nor less than 12.5 feet from any side street line. No building shall be located less than 10 feet from any side lot line or 5 feet from any building on the same site, except a detached garage or other outbuilding located in the

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- 3 -

rear yard may be placed 5 feet from the side line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 15 feet.

D. No residential structure shall be erected or placed on any building site, which has an area of less than 10,000 square feet or a width of less than 25 feet at the front building setback line for interior lots, and less than 100 feet for corner lots.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than guest houses and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been architecturally approved by provisions of paragraph B hereof.

G. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1400 square feet in the case of a one-story structure or less than 1800 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. No animals or poultry of any kind other than house pets shall be kept or maintained overnight on any building site. Horses may be maintained overnight on Lot "A" of Copper Corral Estates Subdivision if Copper Corral Estates Association, through its Board of Directors, adopts a policy permitting the same.

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ATTORNEYS AT LAW

- 4 -

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