

#150

FILED FOR RECORD 3-12-28 AT 9:32 A. M. IN BOOK 20 OF Misc.
 PAGE 471 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpat

Fee \$6.25
Doc. #150

COMPARED

PROTECTIVE COVENANTS FOR "ECHO ACRES ADDITION"

IN SECTION 12-12-13

Whereas, Hansen Land Company, (Albert Hansen, managing partner) is the owner of the real property described as "ECHO ACRES ADDITION", and is desirous of subjecting all lots in said subdivision to the restrictions, covenants, reservations, easements, and charges hereinafter set forth each and all of which is and are for the benefit of 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;

Definition of Terms

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

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, 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:

Lots 1 through 10, Block 1, Echo Acres Addition, being a platting of a part of Section 12, Twp. 12 N, Rge. 13 E of the 6th P.M.. (Lots 1 through 7, Block 2 are not included in these protective covenants but are subject to the City of Plattsmouth subdivision regulations.)

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

II. General Purpose of Conditions.

The real property described in Paragraph I hereof is subject to the covenants, restrictions, conditions, reservations, 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.

A. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plans 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 Albert Hansen, Deloris Hansen, Thomas Hansen, Allan Hansen, and Susan Nielsen and such other lot owners they shall appoint to serve with them. In the event of death or resignation of any member of said committee,

#150

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 not suit to enjoin the erection of such building or the making 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. 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. No building shall be located less than 10 feet from any side lot lines or rear lot lines.

C. No noxious or offensive trade or activity shall be carried on upon any building site or nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Storage of light commercial tools or machinery shall not be construed as a neighborhood nuisance provided said tools or machinery are housed entirely within a structure which has been approved by the architectural committee.

D. No trailer, basement, tent, shack, garage, barn, or other out-building other than guest houses and servants' quarters erected on a building site covered by these, 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 camper or a travel trailer, motor boat, house boat, or similar vehicles may be stored and kept on any parcel of property provided they are housed completely within a structure which has been approved by the aforesaid architectural committee.

E. 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 1200 square feet, in the case of a one-story structure or less than 1600 square feet, in the case of a one and one-half story, two, or two and one-half story structure.

F. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee.

G. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part.


If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, 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.

H. Invalidation of any of these covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Albert Hansen
HANSEN LAND COMPANY
Albert Hansen,
managing partner

COUNTY OF CASS)
) SS
STATE OF NEBRASKA)

The foregoing instrument was acknowledged before me this 16 th day of March, 1978 by Albert M. Hansen, partner on behalf of Hansen Land Company.

 GENERAL NOTARY - State of Nebr.
EUGENE R. RETZ

Eugene R. Retz
NOTARY PUBLIC

#160

HANSEN LAND COMPANY

Box 233 Route 3

PLATTSMOUTH, NEBRASKA 68048

Phone 402-296-5237

PROTECTIVE COVENANTS FOR "ECHO ACRES ADDITION"

IN SECTION 12-12-13

HANSEN LAND COMPANY hereby amends Section E of the Protective Covenants for "Echo Acres Addition" in Section 12-12-13 executed on the 16th day of March 1978, and Filed for Record with the Register of Deeds, Cass County Nebraska, in Book 20 of Miscellaneous Records on page 471, as follows:

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 1,350 square feet in the case of a one story structure, or less than 1,800 square feet in the case of a one and one-half story structure, or less than 2,000 square feet in the case of a two story or two and one-half story structure.

Filed for Record 3-14-89 At 3:10 P M.
In Book 37 of Misc Page 12
Register of Deeds, Cass Co., NE Patricia Meisinger
\$ 10.00
doc # 160

Hansen Land Co.
Albert M. Hansen
HANSEN LAND COMPANY
Albert Hansen,
Managing Partner

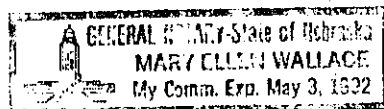
COUNTY OF CASS)
STATE OF NEBRASKA) SS

COMPARED

The foregoing instrument was acknowledged before me this ___th day of March, 1989 by Albert M. Hansen, partner on behalf of Hansen Land Company.

Mary Ellen Wallace
NOTARY PUBLIC

My commission expires May 3, 1992



Index Against lots 1 thru 10 Echo Block 1 Echo Acres Addition.
Albert M. Hansen

MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

PLAT
F. L. Rotter, Surveyor
TO
Public

Filed: 17 March 1978 at: 9:20 A.M.
Betty Philpot, Register of Deeds
\$ 18.75

(PLAT FILED IN PLAT BOOK 9, PAGE 28

COMPARED

ECHO ACRES ADDITION

"A FRACTIONAL PART OF TAX LOT 54 IN THE SE 4 SE 4
SEC 12-12-13"

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed the lots in Block 1 and Block 2, "ECHO ACRES ADDITION" to the city of Plattsmouth, Nebraska, the boundary of which is more completely described as follows:

Beginning at a point on the West line of 12th Street and the centerline of Fulton Street, said point also being 30' North of the NE Corner of Block 222, Original Town of Plattsmouth, Nebraska; thence North along the Westerly line of 12th Street a distance of 355.0'; thence N 90° W a distance of 256.0'; thence S 67° 34' 57" W a distance of 380.20' to the Easterly line of Highway #73-75; thence S 20° 53' 00" E a distance of 230.0' to a point 30' Northerly from the North line of Block 221, Original Town of Plattsmouth, Nebraska; thence N 89° 57' 19" E a distance of 514.42' to the point of beginning.

Signed this 20th day of Aug. 1977.

F. L. Rotter
F. L. ROTTER, L. S. No. 253

(NEBRASKA)
(REGISTERED LAND SURVEYOR)
(LS-253)
(FRANCIS L. ROTTER)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

that Hansen Land Company, a partnership, Albert M. Hansen, managing partner, DeLoris A. Hansen, (husband & wife), and Allan M. Hansen, partner, Thomas D. Hansen, partner, and Susan R. Nielsen, partner, being the sole owners and proprietors of the land described in the above Surveyor's Certificate and embraced within this plat, have caused the same to be subdivided into lots and streets, numbered and named as shown 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 as shown and the following easements for the placement and maintenance of any required public utilities:

- (A) A 5' wide easement along the front lines of all lots.
- (B) A 10' wide easement being 5' either side of all side lot lines.
- (C) A 10' wide easement being 5' either side of all interior rear lot lines.
- (D) A 5' wide easement adjacent to all exterior rear lot lines.

Signed this 26th day of September 1977.

Albert Hansen
ALBERT HANSEN, managing partner

DeLoris A. Hansen
DELORIS A. HANSEN

Thomas D. Hansen
THOMAS D. HANSEN

Allan M. Hansen
ALLAN M. HANSEN

Susan R. Nielsen
SUSAN R. NIELSEN

ACKNOWLEDEMENT OF NOTARY

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

On this 26th day of September before me, a notary public, duly commissioned and qualified in and for said county, appeared Albert M. Hansen, DeLoris A. Hansen, Allan M. Hansen, Thomas D. Hansen, and Susan R. Nielsen, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing dedication to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

(GENERAL NOTARY-State of Nebr.)
(B. J. KESZLER)
(My Comm. Exp. Aug. 4, 1979)

B. J. Keszler
NOTARY PUBLIC

My commission expires _____.



Blue Border
100% LINEN INDEX

40066-REDFIELD & COMPANY, INC., OMAHA

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, this 12th day of September 1977.

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

Terry Gaebel
CASS COUNTY TREASURER

APPROVAL OF MAYOR AND CITY COUNCIL

This plat of "ECHO ACRES ADDITION" is approved by the Mayor and the City Council of the City of Plattsmouth, Nebraska, Nebraska, this 10th day of October 1977.

ATTEST:

Virginia Bunch
CITY CLERK

Clayton J. Rhylander
MAYOR

(CITY OF PLATTSMOUTH)
(SEAL)
(NEBRASKA)

APPROVAL OF CITY PLANNING COMMISSION

This plat of "ECHO ACRES ADDITION" is approved by the City Planning Commission of the City of Plattsmouth, Nebraska, this 18th day of August 1977.

Charles Warga
CHAIRMAN

ANNEXATION PLAT
Dennis D. Simonds, Surveyor
To: Public
Filed: 21 March 1978 at: 11:05 A.M.
Betty Philpot, Register of Deeds
\$ 10.00

(ANNEXATION PLAT FILED IN PLAT BOOK 9, PAGE 29)

Annexation Plat of A Part of Wulf's 5th Addition to Eagle, Nebraska

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed the boundary of the Annexation Plat described above and that Iron Pipe Monuments have been Placed at all Boundary Corners. All dimensions are in feet and decimals of a foot.

MARCH 7, 1978
Date

Dennis D. Simonds
Dennis D. Simonds

343
Land Surveyor's No.

(REGISTERED PROFESSIONAL LAND)
(SURVEYOR)
(DENNIS D. SIMONDS)
(LS-343)
(STATE OF NEBRASKA)

LEGAL DESCRIPTION

A tract of land in the E 1/2 of the SW 1/4 of Section 20, Township 10 North, Range 9 East, of the 6th P.M., Cass County, Nebraska, More fully described as follows: (Note: For Purposes of this legal description the East line of the SW 1/4 of said Section 20 was assumed to have a bearing of N 00° 00' 00" E)

Referring to the SE Corner of the SW 1/4 of Section 20, Township 10 North, Range 9 East of the 6th P.M.; thence on a bearing of N 00° 00' 00" E along the Easterly line of Wulf's 1st, 3rd, and 4th Addition a distance of 955.58' to a corner on the Easterly line at Lot 69, Wulf's 4th Addition, said point also being the true Point of Beginning; thence N 26° 57' 24" W a distance of 222.60' to a corner on the Northerly line of Lot 67 of Wulf's 4th Addition; thence N 74° 06' 41" W a distance of 38.65' to the N.W. Corner of said lot 67; thence N 00° 24' 05"E a distance of 9730' to the NE Corner of Lot 64 Wulf's 4th Addition; thence N 83° 27' 38" W a distance of 507.46' to the NW Corner of Lot 60 Wulf's 4th Addition; thence N 89° 36' 12"W a distance of 200.39' to the NW Corner of Lot 59 Wulf's 4th Addition; thence N 00° 20' 49" E (on the extension of the West line of Wulf's 4th Addition) a distance of 541.79' to a point of the Southerly R.O.W. Line of the Missouri Pacific Railroad; thence S83° 27' 05" E along the said R.O.W. a distance of 844.17'; thence S 00° 00' 00"W a distance 810.98' to the point of beginning and containing a calculated area of 10.63 acres more or less.

FLEXIBLE HINGE
LL Brown
Lynch Co

Blue Border
100% LINEN LEADER