

STATE OF NEBRASKA COUNTY OF WASHINGTON BE
ENTERED IN NUMERICAL INDEX AND FILED FOR REC
THIS 30th DAY OF July A.D. 1991
AT 9:51 O'CLOCK P.M. AND RECORDED IN
195 AT PAGE 150-150
COUNTY CLERK Charles L. Peterson
DEPUTY Wesley Warren

GYLDEN BAKKE ESTATES COVENANTS

Recorded _____
_____ ✓
_____ ✓
_____ ✓
_____ ✓
_____ ✓

Re: Part of the NW 1/4 NE 1/4 and all of Tax Lot 9 lying in Section 25, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 NE 1/4 of said Section 25, T 17 N, R 11 E, said point also being the Northwest corner of said Tax Lot 9; thence S 90° 00' E (assumed bearing) along the North line of said NE 1/4 NE 1/4 a distance of 331.43 feet to the Northeast corner of said Tax Lot 9; thence S 00° 09' 03" E a distance of 1321.04 feet to the Southeast corner of said Tax Lot; thence N 89° 56' 28" W along the South line of said Tax Lot also being the South line of said NE 1/4 NE 1/4 a distance of 330.71 feet; thence N 89° 55' 00" W along the South line of the NW 1/4 NE 1/4 of said Section a distance of 236.03 feet; thence N 13° 20' 04" W a distance of 473.58 feet; thence S 89° 53' 18" W a distance of 32.70 feet; thence N 00° 09' 03" W a distance of 859.56 feet to a point on the North line of said NW 1/4 NE 1/4; thence N 89° 59' 31" E along said North line a distance of 376.03 feet to the point of beginning; and containing 20.53 acres more or less.

FILED
91 JUL 30 PM 2:22

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEB.

Gale Oleson and Kathlén Brockman Oleson, being the owners of real estate described as lots one to nineteen (1 to 19) inclusive, of Gylden Bakke Estates to the County of Washington, Nebraska, do hereby declare that lots one to nineteen in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

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 structure 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 stories in height, with attached garage for not less than two cars.

C. No residential structure shall be erected or placed on any building plot which has an area of less than fifty thousand (50,000) square feet, and such said plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot". All front yard, side yard and rear yard set back requirements shall conform to a minimum of fifty (50) feet set back on any one of the lot lines.

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 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. All storage tanks and garbage receptacles shall be placed and maintained in asceptically acceptable conditions. All weeds and grass shall be kept cut down to maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animal, livestock or poultry of any kind shall be raised, brought or kept on said lots, except

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 of maintenance for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said real estate. Accessory buildings and their said location must be approved by the majority of land owners. 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. No fences shall be erected in front of the main residential structure except decorative fences not to exceed forty two inches (42") in height and constructed of brick, stone, metal, or wood. Side and rear yard fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring properties.

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:



L. If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damage occasioned thereby.

M. Lots 1 and 9 shall have no established access to the adjoining County Road.

N. All structures must be accordance with Federal Aviation Agency regulations.

Bernard Cole Olson

Kathleen Beckman Olson

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) :ss:

The foregoing instrument was acknowledged before me on

June 6, 1991 by Bernard Cole Olson and Kathleen Beckman Olson, husband and wife.



G. P. Drew
NOTARY PUBLIC

1. 1600 Square feet for one story dwelling.
2. 2000 Square feet for split level dwellings.
3. 1600 Square feet for one and one half (1 1/2) or two (2) story dwellings on the ground floor.

H. Dwellings constructed in another addition or location shall not be moved to any lot within Gylden Bakke Estates.

I. Prior to commencement of construction of any structures, the plans and specifications thereof (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or some veneer on exposed foundations fronting a street. All other portions of exposed foundation must be painted, if not brick or stone veneer.

J. Grading of lots in Gylden Bakke Estates in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

K. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

RIGHT-OF-WAY EASEMENT

BERNARD GALE OLSON

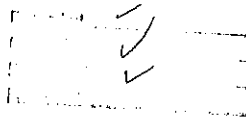
Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) Through Seven (7), Gylden Bakke Estates, as surveyed, platted and recorded in Washington County, Nebraska.

FILED
92 FEB 10 AM 10:59
PLAT/RECORDING CLERK
BLAIR, NEBR.

STATE OF NEBRASKA COUNTY OF WASHINGTON) 88 974
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF March A.D. 19 92
AT 10:50 O'CLOCK A.M. AND RECORDED IN BOOK
301 AT PAGE 277-278
COUNTY CLERK Charlotte Peterson
DEPUTY Naren Madison



In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See reverse side hereof for sketch of easement area.

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 21 day of FEBRUARY, 19 92.

Bernard Gale Olson

OWNERS SIGNATURE(S)

Distribution Engineer _____ Date _____ Property Management JSR Date 2-26-92
Section NE 29 Township 17 North, Range 11 East
Salesman Hemphill Engineer Plummer Est. # 910140001 W.O.# 3041

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

STATE OF

STATE OF NEBRASKA

COUNTY OF

COUNTY OF WASHINGTON

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

On this 21 day of FEBRUARY, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared

President of _____

BERNARD GALE OLSON

_____ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

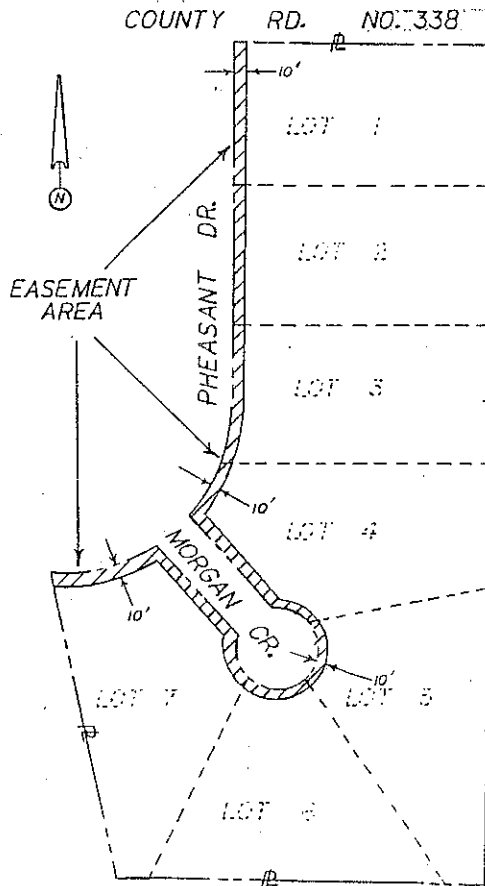
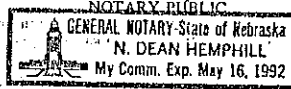
_____ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be HIS voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

N. Dean Hemphill



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