

TA-42974 L=9 TA-5685- 2105  
TA-43299 L=9 6001 - 109  
TA 404 78 L33 8730 - 29  
TA-46045 L1 9156 - 31  
TA-47097 L53 9618 - 94  
TA-47367 L53 10591 - Lot 23  
TA-47504 L33 TA 10646 - Lot 25  
TA-50912 L5 TA 10773 - Lot 53  
TA-53204 L6 TA 12509 - Lot 25  
TA-54091 L107 TA 13811 - Lot 56.  
TA-56761 L33 TA-15857 - Lot 89  
# 113724 L100 TA-17349 Lot 66  
10141-15 L29 TA-20796 Lot 96  
TA-21257 Lot 19  
TA-22159 Lot 15  
TA 26519 Lt 39  
TA 28221 Lt 104  
TA 30614 L28  
TA 33668 L28  
TA 34188 L101  
TA 39108 L79  
TA-40483 Lt 35

Deed Index 84/125

CUSTOMER: \_\_\_\_\_

Mortgage Index 83A/127

ABSTRACT \_\_\_\_\_

LEGAL: LOT 299, PHEASANT RUN  
SUBSEQUENTLY PLATTED INTO PHEASANT RUN REPLAT I  
& PHEASANT RUN REPLAT II

TITLE \_\_\_\_\_  
POLICY NO. \_\_\_\_\_  
DELIVER TO \_\_\_\_\_

SINCE:

BUYERS:

Deed Index:

1548-243 9/7/76 Plat: Deed. Pheasant Run Replat I  
4/5/83aw

JUDGMENT SEARCH:

Mortgage Index:

vacated  
no entries 4/5/83aw

SPECIALS: \_\_\_\_\_

KEY NO. \_\_\_\_\_

TAX DISTRICT: \_\_\_\_\_

P7 \_\_\_\_\_

19 \_\_\_/19\_\_\_

TOTAL

HOMESTEAD EX. \_\_\_\_\_

NET TAX \_\_\_\_\_

1/2 \_\_\_\_\_

1/2 \_\_\_\_\_

Deed Index 83/771

CUSTOMER: \_\_\_\_\_

Mortgage Index 83/781

ABSTRACT \_\_\_\_\_

LEGAL: LOTS 1 THRU 123, PHEASANT RUN REPLAT I,

TITLE \_\_\_\_\_

(NOW LOTS 1 THRU 123, pheasant run replat II)

POLICY NO. \_\_\_\_\_

1548-243

DELIVER TO \_\_\_\_\_

SINCE: PLAT

BUYERS: \_\_\_\_\_

Deed Index:

- 1559-25 13-12-76 W.D. Smith & Wf (Lots 1-58) (Lots 63-123)
- 1566-228 5-4-77 Plat & Ded. vac. lots 1-123 pheasant Run Replat No. 2 (Lots 1-123)
- 1560-690 10-1-77 W.D. Smith & Wf (Lots 59, 60, 61, 62)
- 573-266 1-12-76 Ease. & Refway (Lot 68, 94, 108)

JUDGMENT SEARCH:

314181ck.

Mortgage Index:

- 2139-312 13-12-76 mtg. Omaha Nat'l Bk. (Lots 1-210) (Lots 44-59) (Lots 63-22)
- 2141-45 23-12-76 mtg. Pheasant Run, Inc. (Lots 1-40) (Lots 44-59) (Lots 63-22)
- 577-331 4-3-77 Asgt. of Rent. (Lots 1-312) (Lots 44-59) (Lots 63-22)
- 575-190 10-1-77 Amend. to mtg. Omaha Nat'l Bank. 2139/312 (Lots 41, 42, 43)
- 582-589 23-6-77 Amend. to mtg. 2141/45 Pheasant Run, Inc. (Lots 41, 42, 43) 59, 60, 61, 62
- 2315-605 31-5-79 Rel. 2141-45 (Lot 82)
- 2315-604 31-5-79 Pt. Rel. 2139, 577 (Lot 82) 312, 331
- 2344-680 28-9-79 Pt. Rel. 2139-312, 577, 331 (Lot 89)
- 2344-681 28-9-79 Rel. 2141-45 (Lot 89)
- 2280-454 1-12-78 Pt. Rel. 2139-312, 577, 331 (Lot 104)
- 2283-388 11-12-78 Cor. Rel. 2141-45 (Lot 104)
- 2310-525 7-5-79 Pt. Rel. 2139-312, 577, 331 (Lot 105, 106, 109)
- 2310-526 7-5-79 Rel. 2141-45 (Lot 105, 106, 109)

SPECIALS: \_\_\_\_\_

KEY NO. \_\_\_\_\_ TAX DISTRICT: \_\_\_\_\_

P7 \_\_\_\_\_

19 \_\_\_/19\_\_\_

TOTAL \_\_\_\_\_

HOMESTEAD EX. \_\_\_\_\_

NET TAX \_\_\_\_\_

1/2 \_\_\_\_\_

1/2 \_\_\_\_\_

~~2310-525 7-5-79 Pt. Rel. 2139-312, 577-331~~  
~~2310-526~~

Lot 107, 2293-49 6-2-79 Rel. 2141-45  
115 2293-52 6-2-79 Pt. rel. 2139-312, 577-331

Lot 108 2322-551 29-1-79 Pt. Rel.  $\frac{2139}{312}$ , 577-331  
2322-554 29-1-79 Rel. 2141-45

Lot 111, 113, 114 2297-508 ~~2297-508~~ 5-3-79 Rel.  $\frac{2139}{312}$ , 577-331  
2297-507 5-3-79 Rel. 2141-45

Lot 112 2286-716 2-1-79 Pt. Rel. 2139-312, 577-331  
2286-717 2-1-79 Pt. Rel. 2141-45

Lot 116 2400-385 22-8-80 Rel. 2141-45

Lot 120 2301-544 26-3-79 Rel. 2141-45  
2314-118 23-5-79 Rel. 2139-312, 577-331

Lot 121 2315-605 31-5-79 Rel. 2141-45  
2315-604 31-5-79 Pt. Rel. 2139-312, 577-331

Lot 122 2277-168 15-11-78 Rel. 2141-45  
2277-169 15-11-78 Pt. Rel. 2139-312, 577-331

Lot 123 - nothing

1659-401 7-11-80 w D. Dick.  
Lind Const. Co.

L 68, PHEASANT RUN & other lots see attached

WD.

1559  
25

Pheasant Run, Inc.

by: Ted Reeder, pres.

(seal) to

D. Dec 10, 1976  
F. Dec 13, 1976  
Cons. 100 + 200.

Charles L. Smith & Nellie M. Smith, h/w as JT & WROS  
conveys L 68, Pheasant Run, a subdiv aspr in  
DCN (and other lots in Pheasant Run and Pheasant Run  
Replat #1) free from encumbrances ex - case & rest cove  
of rec.

ackn OK.

MTG.

2139  
312

Charles L. Smith & Nellie M. Smith, h/w

to

The Omaha National Bank

D. Dec 10, 1976  
F. Dec 13, 1976  
Cons. \$530,000.00

mtgs L 68, Pheasant Run, a subdiv aspr in  
DCN. (and other lots in Pheasant Run and Pheasant Run  
Replat #1) due Dec 1, 1981

ackn OK

MTG.

2141  
45

Charles L. Smith & Nellie M. Smith (no h/w) D. Dec 10, 1976

to

Pheasant Run, Inc.

F. Dec 23, 1976  
Cons. \$713,400.00

mtgs L 68, Pheasant Run, a subdiv aspr in DCN.  
(and other lots in Pheasant Run and Pheasant Run  
Replat #1). Party of the first part agrees to give partial  
release of individual lots for each \$2,000 in principal  
paid to party of the second part by party of the first part. Ackn OK

ASSGT RENTS.

577  
331

Charles L. Smith & Nellie M. Smith, h/w D. Dec 10, 1976

to

The Omaha National Bank

F. Mar 4, 1977

assgt rents L 68, Pheasant Run, a subdiv aspr  
in DCN (and other lots in Pheasant Run and Pheasant  
Run Replat #1) Ackn OK.

EXHIBIT "A"

Lots 1, 2, 3, 6, 23, 24, 27, 28, 29, 30, 36, 37, 38, 40, 41, 42, 43, 44, 45,  
 46, 47, 49, 50, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73,  
 74, 75, 76, 77, 78, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93,  
 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109,  
 110, 111, 112, 113, 114, 116, 117, 118, 120, 121, 122, 123, 124, 125, 126, 127,  
 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 156, 157, 158, 159, 161,  
 163, 164, 165, 166, 167, 168, 169, 170, 176, 177, 178, 179, 180, 181, 189, 190,  
 199, 200, 206, 207, 229, 231, 240, 246, 247, 248, 249, 250, 251, 253, 255, 256,  
 258, 259, 266, 269, 270, 275, 276, 277, 278, 280, 281, 288, 289, 295 Pheasant <sup>151</sup>  
 Run, a subdivision, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,  
 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33,  
 34, 35, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,  
 56, 57, 58, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78,  
 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97,  
 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,  
 113, 114, 115, 116, 117, 118, 119, 120, 121, 122 of Lot 299, Pheasant Run <sup>15</sup>  
 Replat #1, a subdivision, as surveyed, platted and recorded in Douglas County,  
 Nebraska.

Book 1559  
 Page 26  
 of 26  
 Recd 12/20/13  
 Index  
 Compt. 11/15/13  
 80-611-1580  
 80-611-1581  
 11/1

RECEIVED  
 1913 DEC 13 AM 9 43  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.  
 RECEIVED

*12 Dec. 13*





NO. : Charles G. PHEASANT RUN REPLAT II Smith & Nellie M. Smith : PROTECTIVE COVENANTS  
MISC. 600 : TO : DATED: JULY 12, 1978  
PAGE 231 : WHOM IT MAY CONCERN : FILED: JULY 17, 1978

These Protective Covenants made this 12<sup>th</sup> day of July, 1978  
are to run with the land and shall be binding upon all present and future owners  
of all or any part of the following described real estate until January 1, 2005:

Lots One (1) through One Hundred Twenty-Two (122) inclusive, in  
Pheasant Run Replat II, Douglas County, Nebraska.

1. 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 Protective Covenants, it shall be lawful for the other 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
2. Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. Said lot shall be used only for residential purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
4. 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 out buildings incidental to residential uses.
5. 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 fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of 6 inches above ground level. All lots shall be kept free of all types of trash and debris.
6. No trailer, basement, tent, shack, garage, barn or other out building erected on said real estate at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.
7. Structures constructed in other subdivisions shall not be moved onto the lots of this subdivision excepting only new factory built modular housing which has been specifically approved by the undersigned.
8. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure his written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plan,

foundation plan, plot plan, landscaping plan, and drainage plan.

Plans will not be returned to the owner. Within ten days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons thereof, but if undersigned shall fail to send either notice within the ten day period, then such plans shall be deemed approved.

- 9. Public concrete sidewalks four (4) feet wide shall be constructed by the owner of each of said lots. Said sidewalk shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located four (4) feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot.
- 10. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, Sanitary and Improvement District No. 241 of Douglas County, Nebraska, and the City of Omaha, Douglas County, Nebraska, to erect, operate, maintain, repair, and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said additions; said license being granted for the use and benefit of all present and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement fail to install utility services within five (5) years of the date of the signing of these covenants then such grant of license and easement shall be null and void as to those unoccupied areas.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused by these presence to be executed this 12<sup>th</sup> day of July, 1978.

Charles G. Smith  
Charles G. Smith

Mellie M. Smith  
Mellie M. Smith

ATTEST:  
Marie Furd

STATE OF NEBRASKA)  
                                  )ss  
COUNTY OF DOUGLAS)

Now on this 12<sup>th</sup> day of July, 1978, before me, a Notary Public, duly commissioned in and for said County, personally came

Charles G. Smith and Mellie M. Smith

known to me to be the identical persons whose names are subscribed to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written.

[Signature]  
Notary Public

