

21-503

AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
for

SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska

day April 19, 1959, at 10:00 A.M., Esther Ruff, County Clerk. 21

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots in Southern Hills Addition, an addition in the County of Sarpy, State of Nebraska, and are desirous of amending the Protective Covenants and Restrictions dated December 18, 1958, filed for record January 20, 1959, and recorded in Book Number 24 of Miscellaneous Records at Page 327 in the Register of Deeds Office in Sarpy County, Nebraska, in order to define more exactly the easements required for the construction and maintenance of utilities and drainage facilities:

THEREFORE, THESE PRESENTS WITNESSETH, the following provision numbered 6 in the Protective Covenants and Restrictions of record as above described is hereby revoked:

"Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang."

And in its place is hereby substituted the following provision:

Easements for the construction and maintenance of telephone and electric utilities are reserved (and hereby granted) to the Northwestern Bell Telephone Company and the Omaha Public Power District, their lessees and assigns,

- (a) as shown on the recorded plat;
- (b) along, across, over and under the rear 5 feet of each lot in this addition except Lots 14, 15 and 16, Block 7, Lots 11, 12 and 13, Block 8, Lots 8, 9 and 10, Block 9, where said easements shall be along, across over and under the rear 10 feet of each lot;
- (c) along, across, over and under a strip 3 feet wide along the westerly side of Lot 10, Block 1, the easterly side of Lot 11, Block 1, the westerly side of Lot 7, Block 2, the easterly side of Lot 8, Block 2, the westerly side of Lot 5, Block 3, the easterly side of Lot 6, Block 3, the easterly side of Lot 27, Block 7, the westerly side of Lot 28, Block 7, the westerly side of Lot 1, Block 8, the easterly side of Lot 23, Block 8, the easterly side of Lot 16, Block 9, the westerly side of Lot 17, Block 9, the west side of Lot 1, Block 5, the east side of Lot 2, Block 5, the west side of Lot 1, Block 6, and the east side of Lot 2, Block 6;
- (d) along, across and over but not under a strip 5 feet wide along the north sides of Lots 1 and 23, Block 1, the north sides of Lots 1 and 16, Block 2, the north sides of Lots 1 and 11, Block 3, the north sides of Lots 1 and 18, Block 4, the south side of Lot 22, Block 6, and the south side of Lot 12, Block 10;
- (e) along, across and over but not under a strip 3 feet wide along the northerly and southerly sides of Lot 4, Block 6, and the northerly side of Lot 5, Block 6, for a distance of 15 feet from the rear line of said lots 4 and 5, Block 6, and along, across, and over but not under a strip 3 feet wide along the southeasterly side of Lot 6, Block 7, for a distance of 90.95 feet from the rear line of said lot;
- (f) along, across and over but not under a strip 3 feet wide along all of the lot side lines in the addition where side line easements are not reserved above, except the side lines of Lots 3, 4, 5, 6 and 7, Block 4, the southerly side of Lot 5, Block 6, the side lines of Lot 5, Block 7, the westerly side of Lot 6, Block 7, the side lines of Lots 14, 15, 16 and 17, Block 8, the side lines of Lots 11 and 12, Block 9, and the side lines of Lots 8 and 9, Block 10 except as hereinafter provided;
- (g) along, across and over but not under a strip 10 feet wide on Lots 8 and 9, Block 10, which strip is bounded on the north by a line extending from the point on the west boundary of said Lot 8, 10 feet north of the southerly boundary line of said lot 8 to the southeast corner of said Lot 8, and bounded on the south by a line extending

24-573

AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
for

SOUTHERN HILLS ADDITION, SARPY COUNTY, NEBRASKA

Entered in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska
this 19th day of April, 1959, at 10:30 A.M., Esther Kuff, County Clerk. 54

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots in Southern Hills Addition, an addition in the County of Sarpy, State of Nebraska, and are desirous of amending the Protective Covenants and Restrictions dated December 18, 1958, filed for record January 20, 1959, and recorded in Book Number 24 of Miscellaneous Records at Page 327 in the Register of Deeds Office in Sarpy County, Nebraska, in order to define more exactly the easements required for the construction and maintenance of utilities and drainage facilities:

THEREFORE, THESE PRESENTS WITNESSETH, the following provision numbered 6 in the Protective Covenants and Restrictions of record as above described is hereby revoked:

"Easements for the construction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang."

And in its place is hereby substituted the following provision:

Easements for the construction and maintenance of telephone and electric utilities are reserved (and hereby granted) to the Northwestern Bell Telephone Company and the Omaha Public Power District, their lessees and assigns,

- (a) as shown on the recorded plat.
- (b) along, across, over and under the rear 5 feet of each lot in this addition except Lots 14, 15 and 16, Block 7, Lots 11, 12 and 13, Block 8, Lots 8, 9 and 10, Block 9, where said easements shall be along, across over and under the rear 10 feet of each lot;
- (c) along, across, over and under a strip 3 feet wide along the westerly side of Lot 10, Block 1, the easterly side of Lot 11, Block 1, the westerly side of Lot 7, Block 2, the easterly side of Lot 8, Block 2, the westerly side of Lot 5, Block 3, the easterly side of Lot 6, Block 3, the easterly side of Lot 27, Block 7, the westerly side of Lot 28, Block 7, the westerly side of Lot 1, Block 8, the easterly side of Lot 23, Block 8, the easterly side of Lot 16, Block 9, the westerly side of Lot 17, Block 9, the west side of Lot 1, Block 5, the east side of Lot 2, Block 5, the west side of Lot 1, Block 6, and the east side of Lot 2, Block 6;
- (d) along, across and over but not under a strip 5 feet wide along the north sides of Lots 1 and 23, Block 1, the north sides of Lots 1 and 16, Block 2, the north sides of Lots 1 and 11, Block 3, the north sides of Lots 1 and 18, Block 4, the south side of Lot 22, Block 6, and the south side of Lot 12, Block 10;
- (e) along, across and over but not under a strip 3 feet wide along the northerly and southerly sides of Lot 4, Block 6, and the northerly side of Lot 5, Block 6, for a distance of 15 feet from the rear line of said lots 4 and 5, Block 6, and along, across, and over but not under a strip 3 feet wide along the southeasterly side of Lot 6, Block 7, for a distance of 90.95 feet from the rear line of said lot;
- (f) along, across and over but not under a strip 3 feet wide along all of the lot side lines in the addition where side line easements are not reserved above, except the side lines of Lots 3, 4, 5, 6 and 7, Block 4, the southerly side of Lot 5, Block 6, the side lines of Lot 5, Block 7, the westerly side of Lot 6, Block 7, the side lines of Lots 14, 15, 16 and 17, Block 8, the side lines of Lots 11 and 12, Block 9, and the side lines of Lots 8 and 9, Block 10 except as hereinafter provided;
- (g) along, across and over but not under a strip 10 feet wide on Lots 8 and 9, Block 10, which strip is bounded on the north by a line extending from the point on the west boundary of said Lot 8, 10 feet north of the southerly boundary line of said lot 6 to the southeast corner of said Lot 8, and bounded on the south by a line extending

from the northwest corner of said Lot 9, Block 10, to the point on the easterly boundary line of said Lot 9, 10 feet south of the northerly boundary line of said Lot 9.

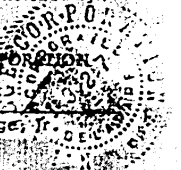
All provisions contained in the Protective Covenants and Restrictions dated December 18, 1958, filed for record January 20, 1959, and recorded in Book Number 24 of Miscellaneous Records at Page 327 in the Register of Deeds Office in Sarpy County, Nebraska, other than provision numbered 6 first recited above, shall remain in full force and effect.

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of March, 1959.

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

N. P. DODGE CORPORATION
By N. P. Dodge, Jr.
N. P. Dodge, Jr.
President



IN WITNESS WHEREOF, the N. P. Dodge Company has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 17th day of March, 1959.

Attest:

Elizabeth C. Dillon
Elizabeth C. Dillon
Secretary

N. P. DODGE COMPANY
By N. P. Dodge, Jr.
N. P. Dodge, Jr.
President



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of March, 1959, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared N. P. Dodge, Jr., and Elizabeth C. Dillon, who are personally known to me to be the President and Secretary respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its

and notarial seal on the day and year last above written.

My commission expires June 9, 1960.

Alfred J. Simonsen
Alfred J. Simonsen
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of March, 1959, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared N. P. Dodge, Jr., and Elizabeth C. Dillon, who are personally known to me to be the President and Secretary respectively, of the N. P. Dodge Company and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed thereto by its

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