

# Miracle Hills

## Plat and Dedication

Filed 5-11-65, in Book 1251 at Page 209, Instrument No. \_\_\_\_\_

- Grants a perpetual easement in favor of  
 Omaha Public Power District,  
U.S. West Communications  
 Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across

or

adjoining Rear

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

## Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants

Protective Covenants

or

Filed 6-19-66, in Book 433 at Page 283, Instrument No. \_\_\_\_\_

- Omaha Public Power District,  
U.S. West Communications  
 Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across

or

adjoining Rear

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to RIC 433-283  
Dated 6-16-67 Filed 10-17-67, Book 454 at Page 273, Instrument No. \_\_\_\_\_

AMENDMENT TO RESTRICTIVE COVENANTS OF  
MIRACLE HILLS, A SUB-DIVISION IN DOUGLAS  
COUNTY, NEBRASKA

TO WHOM IT MAY CONCERN, know all men by these presents:

That Miracle Hills Development, Inc., a Corporation, organized and existing under the laws of the State of Nebraska, joining with John R. Maenner, W. Russell Bowie, Jr., Louis R. Seybold, Robert L. Mierendorf and Louis Shrier, who are collectively the owners of all of the following described real estate, to-wit:

Lots 1 through 9, inclusive, Block 1;  
Lots 1 through 21, inclusive, Block 2;  
Lots 1 through 14, inclusive, Block 3;  
Lots 1 through 11, inclusive, Block 4;  
Lots 1 through 6, inclusive, Block 5;  
Lot 1, Block 6;  
Lots 1 through 6, inclusive, Block 7;  
Lots 1 through 3, inclusive, Block 8;  
All in Miracle Hills, a Subdivision in Douglas County,  
Nebraska,

hereby amend the Restrictive Covenants, dated January 28, 1965, and recorded in Book 433, Page 283, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as follows:

By amending Paragraph 1 to read as follows:

All lots zoned second and third residential in said Miracle Hills Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site; and provided, also, that any such single family residential lot, or portion thereof, may be conveyed or dedicated for public, church, educational or non-profit recreational uses.

By amending Paragraph 13 to read as follows:

All basement foundation exteriors facing a street shall be surfaced either with brick or stone, except where less than ten inches of foundation is exposed; or shall be treated in such manner as to give the appearance of brick and stone.

By adding Paragraph 18 which shall read as follows:

Notwithstanding any of the provisions of said Restrictive Covenants, dated January 28, 1965, recorded in Book 433, Page 283, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as herein amended, if the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser minimum setback sideyard or lot area for any of said lots, the determination of said Board shall govern and shall automatically supersede said Restrictive Covenants as amended.

IN WITNESS WHEREOF, the undersigned, being the owners of all of

said real estate have executed these Amended Restrictive Covenants this 16<sup>th</sup> day of October, 1967.

MIRACLE HILLS DEVELOPMENT, INC.

BY Robert L. Mierendorf  
Robert L. Mierendorf, President

W. Russell Bowie, Jr.

John R. Maenner

Louis R. Seybold

Robert L. Mierendorf

Louis Shrier

STATE OF NEBRASKA )  
                      ) ss  
COUNTY OF DOUGLAS )

On the 16<sup>th</sup> day of October, 1967, before me, the undersigned, a notary public in and for said county, personally came Robert L. Mierendorf, President of Miracle Hills Development, Inc., to me personally known to be the President and the identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

R. R. Shrier

Notary Public

STATE OF NEBRASKA )  
                      ) ss  
COUNTY OF DOUGLAS )

On the 16<sup>th</sup> day of October, 1967, before me, the undersigned, a notary public in and for said county, personally came W. Russell Bowie, Jr., John R. Maenner, Louis R. Seybold, Robert L. Mierendorf and Louis Shrier, to me personally known to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

R. R. Shrier

Notary Public

RECORDED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
17 DAY OF OCTOBER 1967 THOMAS J. O'CONNOR, REGISTER OF DEEDS

UNCONDITIONED SERVICE AGREEMENT

Omaha Public Power District (hereinafter called District) and Miracle Hills Development, Inc., a Nebraska corporation, (hereinafter called Developer) agree as follows with respect to the installation of underground electric service facilities in Miracle Hills, a subdivision in Douglas County, Nebraska.

1. Developer proposes to provide electric utilities for approximately seventy-one (71) dwelling units on lots as indicated on the attached plat (Exhibit A).

2. Developer agrees to procure for the District such assessment rights as it may reasonably require for the installation, operation and maintenance of its electrical distribution system.

3. Developer agrees that construction will begin at points in the project mutually agreed upon and that District shall not be required to install the electrical system in segments smaller than considered economical by the District nor to extend such system beyond the point required to supply dwelling units erected or in the process of erection.

4. Developer agrees to advance to the District \$56.00 per dwelling unit for each of the seventy-one (71) lots toward the additional cost to the District resulting from the installation of the underground distribution facilities.

5. Developer agrees at its expense to remove any trees now existing designated by the District as an encumbrance to the installation or as a hazard to the maintenance of its underground facilities to serve the said lots.

6. Developer agrees to restrict or cause to be restricted the installation or planting of any permanent buildings, structures, trees and rock walls within the assessment area for the District's underground distribution facilities, but the assessment area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses of said assessment.

7. Developer will establish the final grade of all lots prior to the installation of any of the District's underground facilities and agree to reimburse the District for any cost the District may incur for relocating or moving their installed facilities because of any change in plat or grade in the platted area.

8. District agrees to provide for all necessary trenching and back-filling (including such work in streets and alleys, if necessary) required for the installation of electrical cables and transformers on a schedule mutually agreed upon. Trenches are to be dug prior to the installation of paving, curbs, sidewalks, and drives insofar as possible to avoid any obstruction to District's underground construction. When installation of the distribution cables in advance of paving and curbs is impractical, the Developer will install non-metallic conduits with an inside diameter of not less than four inches at a depth agreeable to the District to permit the installation of cables under such paving and curbs. District equipment will have unimpeded working access to installation sites at all times during construction of its distribution system.

9. District agrees to provide and install at its cost suitable underground distribution facilities in the locations indicated on Exhibit A. It is understood that District will provide and install the underground service wires for connection of each individual dwelling unit to a point of connection with District's distribution system. The electrical distribution system including the underground service wires to each residence shall remain the property of District.

10. District shall not be responsible for any damages resulting from delay in completing the work provided for herein where such delay is due to casualty, labor disputes or other similar or dissimilar causes beyond the reasonable control of District.

11. This agreement shall be effective for a period beginning with the initial date of building construction and expiring May 1, 1969.

12. It is understood that Developer and District will cooperate to the fullest extent at all times to assure an ideal underground distribution system that can be installed with a minimum of difficulty.

13. This agreement as submitted becomes effective only when accepted by the Developer and approved by the District.

14. This agreement shall be binding on the successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers.

Executed this 18th day of April, 1966.

## OMAHA PUBLIC POWER DISTRICT

ATTEST:

BY:

Its

Assistant General Manager

ASSISTANT SECRETARY

Executed this 18th day of April, 1966.

## MIRACLE MILLS DEVELOPMENT, Inc.

ATTEST:

BY:

Its

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 18th day of April, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally came

R. L. MonroeLouis R. Seybold

Omaha Public Power District known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness: my hand and official seal at Omaha, Nebraska, in said County the date aforesaid.

Notary Public

My Commission Expires: Dec 31 1976STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 18th day of April, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally came

Robert L. Mierendorf

President

Louis R. Seybold

Secretary

Miracle Mills Development, Inc. known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the

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voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official seal at Omaha, Nebraska, in said County the date aforesaid.

Notary Public

My Commission Expires April 25, 1968

	APPROVED	DATE
LEGAL DRAFT ENCL SCE ADVIS DEPT	Hans Marshall	5/1/68
	John L. Smith	
	R.C. French	5/1/68

433-272

570K 1-200 MARCH 1958

RESTRICTIVE COVENANTS

TO WHOM IT MAY CONCERN, know all men by these presents:

That Miracle Hills Development, Inc., a corporation organized and existing under the laws of the State of Nebraska, joining with John R. Maenner, W. Russell Bowie, Jr., Louis R. Seybold, Robert L. Mierendorf, and Louis Shrier, (all of whom, as corporations and individuals shall be referred to herein as the Declarants), who are collectively the owners of all the following described real estate, to-wit:

Lots 1 through 9, inclusive, Block 1;  
Lots 1 through 21, inclusive, Block 2;  
Lots 1 through 14, inclusive, Block 3;  
Lots 1 through 11, inclusive, Block 4;  
Lots 1 through 6, inclusive, Block 5;  
Lot 1, Block 6;  
Lots 1 through 6, inclusive, Block 7;  
Lots 1 through 3, inclusive, Block 8;  
All in Miracle Hills, a Subdivision in Douglas County, Nebraska,

does hereby make, publish and declare the following provisions and conditions on all of said real estate, it being the intention of the said Declarants to bind all of the said real estate as follows, to-wit:

1. All lots zoned second and third residential, in said Miracle Hills Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
2. Each single family dwelling shall have not less than one thousand two hundred (1,200) square feet of livable area for one-floor plans and split levels; and for one and one-half story plans a minimum of one thousand six hundred (1,600) square feet with one thousand (1000) square feet being the minimum for the first floor; and for full two-story plans, the minimum of eighteen hundred (1,800) square feet with nine hundred (900) square feet being the minimum for the first floor.
3. Each single family dwelling shall have garage facilities with the housing of at least two cars whether attached or built-in and no carports will be allowed.
4. License is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees and assigns, to erect and maintain, operate, repair, and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors, cables, and other instrumentalities, both above and below the surface of the ground, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph, and message purposes, along the rear and side boundary lines of the said lots for the use and benefit of the owners and occupants of each block. This license is perpetual and shall continue until released by the Northwestern Bell Telephone Company and the Omaha Public Power District, or their successors, or assigns, provided, that if the license herein granted is not put to use by the said telephone company and power company within a period of five years from the date of these covenants, then and in that event this license shall terminate as to all side and rear lot lines which have not been used.

5. No fences shall be built in the front yard beyond the front line of the dwelling.

6. Single family dwellings of flat roof design will not be allowed.

7. No trailer, basement, tent, shack, garage, barn, or other building erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. Animals shall be limited to household pets.

9. No dwelling shall be erected on any lot in Miracle Hills addition for a period of ten years following the platting of such lots until the owner of said lots has obtained approval of the plan for construction of such dwellings from the undersigned, Miracle Hills Development, Inc. or its successor or assigns.

10. Vacant lots will be tended in such way that their appearance is not objectionable to the surroundings.

11. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintaining of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians or vehicles.

12. Public sidewalks shall be installed at the time of completion of construction of the dwellings on each lot, and shall conform with specifications of the City of Omaha relative to materials and thickness requirements; they shall be installed along the front of each lot, and along the front and side of each corner lot.

13. All basement foundation exteriors facing a street shall be surfaced either with brick or stone, or shall be treated in such a manner as to give the appearance of brick and stone.

14. These covenants shall run with the land and shall be binding on all present and future owners of the above described real estate for a period of twenty five years from the date these covenants are recorded.

15. Each of the provisions hereof is severable and separable, and invalidation of any such provision shall not effect any other of the provisions hereof.

16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the said lots in Miracle Hills Addition.

17. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligations, or requirements for its enforcement.

IN WITNESS WHEREOF, the undersigned, all being owners of real estate embraced within said Miracle Hills Addition, and the owners of

all of the said real estate, have executed these Restrictive Covenants  
this 2 day of January, 1965.

## MIRACLE HILLS DEVELOPMENT, INC.

Robert L. Mierendorf, President

W. Russell Bowie, Jr.

John R. Maenner

Louis R. Seybold

Robert L. Mierendorf

Louis Shrier

STATE OF NEBRASKA )  
) ss  
COUNTY OF DOUGLAS )

On the 2 day of January, 1965, before me, the undersigned, a notary public in and for said county, personally came Robert L. Mierendorf, President of Miracle Hills Development, Inc., to me personally known to be the President and the identical person whose name is affixed to the above covenant, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

Notary Public

STATE OF NEBRASKA )  
) ss  
COUNTY OF DOUGLAS )

On the 2 day of January, 1965, before me, the undersigned, a notary public in and for said county, personally came W. Russell Bowie, Jr., John R. Maenner, Louis R. Seybold, Robert L. Mierendorf and Louis Shrier, to me personally known to be the identical persons whose names are affixed to the above covenant, and they acknowledged the execution thereof to be their voluntary act and deed.

Notary Public