

COVENANTS

The undersigned, being the owners and contract purchasers of certain lots in a subdivision in Douglas County, Nebraska, do hereby state, warrant and declare that all lots contained therein are and shall be conveyed and shall be owned and held under and subject to the covenants, restrictions and conditions herein set forth.

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said Covenants shall automatically extend for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. 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 development or subdivision 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

3. Invalidity of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. No residence, as distinguished from outhouses and servant's quarters, shall be erected on said property which is less than 1,000 sq. ft. of floor space, exclusive of garages, porches and porticos. There shall be no shed roofs, and all buildings shall be finished off and all wood surface shall be painted two coats on the outside.

5. All other structures shall be in the rear of the dwelling and shall be neatly and of neat construction, and of a character

to enhance the value of the property.

6. No house, trailer house, or any other building shall be built or moved on said lot for any purpose prior to the completion of the main residence.

7. When any improvements are erected on any lot, the owner shall at the same time construct a sanitary septic tank of approved character to provide sewage for same, unless sewage is available, then improvements shall be connected to same.

8. An easement to construct and maintain is hereby reserved for telephone and electric utilities, along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang.

IN WITNESS WHEREOF we have hereunto set our hands this 2 day of April, 1955.

Kenneth A. Sipple
Richard P. Sipple
Paul A. Krumpholtz
Charles C. O'Neill
 CONTRACT PURCHASERS

STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } ss

Be it remembered, that on this 2nd day of April, 1955, before the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth A. Sipple and Richard P. Sipple, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same, and requested me to certify the instrument to be their voluntary act and deed.



Charles C. O'Neill
 Notary Public

State of Nebraska
County of [illegible]

On this 11 day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Frank C. O'Malley and Joe Smalky, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged the instrument to be their voluntary act and deed.

John A. Roberts
NOTARY PUBLIC

State of Nebraska
County of Buff } ss

On this 2 day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Frank A. Barden, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the instrument to be his voluntary act and

Notary expires Sept. 11, 1957
SEAL
COUNTY OF DALLAS } ss

Betty J. [illegible]
NOTARY PUBLIC

On this 9th day of April, A.D., 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Paul A. Kennabeck, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the instrument to be his voluntary act

SEAL
COUNTY OF [illegible]

P. W. [illegible]
NOTARY PUBLIC
My Commission Expires June 1, 1955

SADDLE HILLS

AN ADDITION TO COEUR D'ALENE COUNTY,
NEED BEING A SUBDIVISION OF PART OF
S.W. 1/4 SECTION 35, TWP 16 N, R. 12 E.
SCALE 1"=40'

Part of S.W. 1/4
Section 35-16-12
Unplatted

Part of S.W. 1/4
Section 35-16-12
Unplatted



HILLS
IN COUNTY
AS PART OF THE
N. P. R. E. A. S. T.

43 COUNTY,
43 PART OF THE
N. 43 12 EAST.

Doc 954 - 155

[illegible]

Howard Thomas Cromwell
Howard T. Cromwell
Surveyor of the Port of New York

Richard P. Sipple and Rose M. Sipple, husband and wife, daughter of Sipple and Grace Sipple, husband and wife, and mother and progenitors of the above described, born of legal blood, being the terms of the substituted will, the said Sipple and Rose, as they appear on the said deed to be legally known as "Sipple, Richard" and his de facto designator in the public for public use the above is attested and always so shown.

State of Tennessee
County of Hamilton

194 before me, the undersigned, a Justice of the Peace for and within said County, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Justice of the Peace

This is to certify that [redacted] has been examined
and found to be a competent person to perform the duties of a
Surveyor General of the State of California.

on caption is August 1944

The City of Stoughton, Mass. do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the City of Stoughton, Mass. in the year 1900.

11. ENTERED IN NORTHERN INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN NEBRASKA
14 DAY October 1954 AT 12:54 P.M. THOMAS L. O'CONNOR, REGISTER OF DEEDS 66.50

Saddle Hills

Plat and Dedication

Filed _____, in Book 954 at Page 654, 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

No eas

for utility, installation and maintenance

on, over, through, under and across

or

a _____ 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 4-19-55, in Book 297 at Page 251, 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 *to construct + maintain easement*

or

rear and side boundary lines of all lots

a _____ 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)

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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 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Saddle Hills

Plat and Dedication

Filed _____, in Book 954 at Page 654, Instrument No. _____

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☒ on, over, through, under and across

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