

SUNSET HILLS
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Pacific Heights Corporation, a Nebraska corporation, being the owner of Blocks Nine (9), through Fourteen (14), both inclusive, in Sunset Hills, a Subdivision of part of the West half of the Northwest Quarter of Section 27 and the East Half of the Northeast Quarter of Section 28, all in Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, does hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. No Lots in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Lot to be used for residence purposes no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.
2. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may become an annoyance or nuisance.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches):

(a) On all Lots in Blocks Nine (9), Ten (10), Thirteen

(13) and Fourteen (14) - 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one story;

(b) On all Lots in Blocks Eleven (11) and Twelve (12)

- 1200 square feet for one-story dwellings; and 800 square feet for dwellings of more than one story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto; provided, that the floor of any attached garage may be not more than four and one-half feet lower than the main floor of the dwelling.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard - Forty (40') feet.

(b) Side Yard - Fifteen (15') feet.

(c) Corner Lots - If the dwelling shall face to the north or south, the required front yard setback shall be observed on both streets.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and 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 maintenance of any street or walk, or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be

organized, which includes this property, the successors, lessees and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines; to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, 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, on, above, under or across the five (5') feet adjoining the rear and side boundary lines of each of the said Blocks Nine (9), through Fourteen (14), both inclusive, in Sunset Hills for the use and benefit of the owners and occupants of said blocks.

9. The reservations stated in Paragraphs 7 and 8 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

10. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

11. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zoning Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

12. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent

scm 296 pg 310

him or them from so doing or to recover damages or other damages for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

13. Each of the provisions hereof is several and severable.

~~Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.~~

14. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, said PACIFIC HEIGHTS CORPORATION has caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 11th day of March A. D. 1955.

PACIFIC HEIGHTS CORPORATION,
A Nebraska Corporation,

By Lawrence H. Hinske
President

Douglas M. Smith
Secretary

296-311

STATE OF NEBRASKA

: ss

COUNTY OF DOUGLAS

On this 11th day of March, 1955, before me, a Notary Public in and for said County, personally came the above named Laurence H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of Pacific Heights Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

Ola E. Ender
Notary Public

16. 20.25
RECEIVED, SEALED AND FILED IN THE CLERK'S OFFICE IN DOUGLAS COUNTY, NEBRASKA
15 MARCH 1955
REGULAR RECORDS, REC'D. & INDEXED

SUNSET HILLS

PROTECTIVE COVENANTS AND BASEMENTS

The undersigned, Pacific Heights Corporation, a Nebraska corporation, being the owner of Blocks Nine (9), through Fourteen (14), both inclusive, in Sunset Hills, a Subdivision of part of the West half of the Northwest Quarter of Section 27 and the East Half of the Northeast Quarter of Section 28, all in Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, does hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and assessments; namely:

1. No Lots in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Lot to be used for residence purposes no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.
2. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

book 296 pg 310

him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

13. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

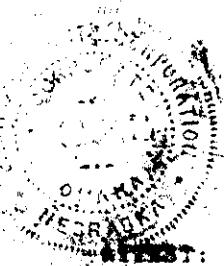
14. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOP, said PACIFIC HEIGHTS CORPORATION has caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 11th day of March, A. D. 1955.

PACIFIC HEIGHTS CORPORATION,
A Nebraska Corporation,

By Lawrence H. Myers
President

Reginald M. Smith
Secretary



296-311

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 11th day of March, 1955, before me, a Notary Public
in and for said County, personally came the above named Laurence H.
Myers, who is personally known to me to be the identical person
whose signature is affixed to the above instrument as President of
Pacific Heights Corporation, a Nebraska corporation, and he acknow-
ledged the execution of said instrument to be his voluntary act and
deed as such officer and the voluntary act and deed of said corpo-
ration.

WITNESS my hand and official seal the date last aforesaid.

Charles E. Easler
Notary Public

16. 20-25
RECORDED IN NEBRASKA SECRETARY OF STATE'S OFFICE IN DOUGLAS COUNTY, NEBRASKA
15 MARCH 1955
MURRAY L. O'CONNOR, REGISTRAR OF DEEDS

SUNSET HILLS
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Pacific Heights Corporation, a Nebraska corporation, being the owner of Blocks One (1) through Eight (8), both inclusive, in SUNSET HILLS, a Subdivision of part of the West Half of the Northwest Quarter of Section 27 and the East Half of the Northeast Quarter of Section 28, all in Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska, does hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. No Lots in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Lot to be used for residence purposes no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height, together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches):

(a) On all Lots in Blocks 1, 2, 7 and 8 - 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one story;

(b) On all Lots in Blocks 3, 4, 5 and 6 - 1200 square feet for one-story dwellings; and 800 square feet for dwellings of more than one story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto; provided, that the floor of any attached garage may be not more than four and one-half ($4\frac{1}{2}$) feet lower than the main floor of the dwelling.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard - Forty (40) feet.

(b) Side Yard - Adjoining Pacific Street, Twenty-Five (25) feet; all others, Fifteen (15) feet.

(c) Corner Lots - If the dwelling shall face to the north or south, the required front yard setback shall be observed on both streets.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and 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 maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines across the five (5) feet adjoining the rear

and side lines of each lot, all conveyances of any portion thereof. Subdivision shall be subject to the rights of Great Lakes Telephone Company, a corporation, under instruments of record.

9. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, 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 each of said Lots for the use and benefit of the owners and occupants of said Blocks.

10. The reservations stated in Paragraphs 8 and 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

11. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

12. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

13. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant.

237-196

and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

14. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree, or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

15. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

IN WITNESS WHEREOF said Pacific Heights Corporation has caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 10th day of May, 1954.

PACIFIC HEIGHTS CORPORATION,
a Nebraska corporation,

By: Lorraine & Meyers,
President

ATTEST:

Virgil W. Smith

Secretary

STATE OF NEBRASKA,
COUNTY OF DOUGLAS, }
ss.

On this 10th day of May, 1954, before
me, a Notary Public in and for said County, personally came the
above named Laurance H. Myers, who is personally known to me to
be the identical person whose signature is affixed to the above
instrument as President of Pacific Heights Corporation, a
~~Nebraska corporation~~, and he acknowledged the execution of
said instrument to be his voluntary act and deed as such officer
and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.



My Commission expires

Glenald H. O'Neal
Notary Public

November 12, 1954

23.
ENTERED IN MINERVA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
11 DAY OF MAY 1954. M. THOMAS L. O'CONNOR, REGISTRAR OF DEEDS.

36-70

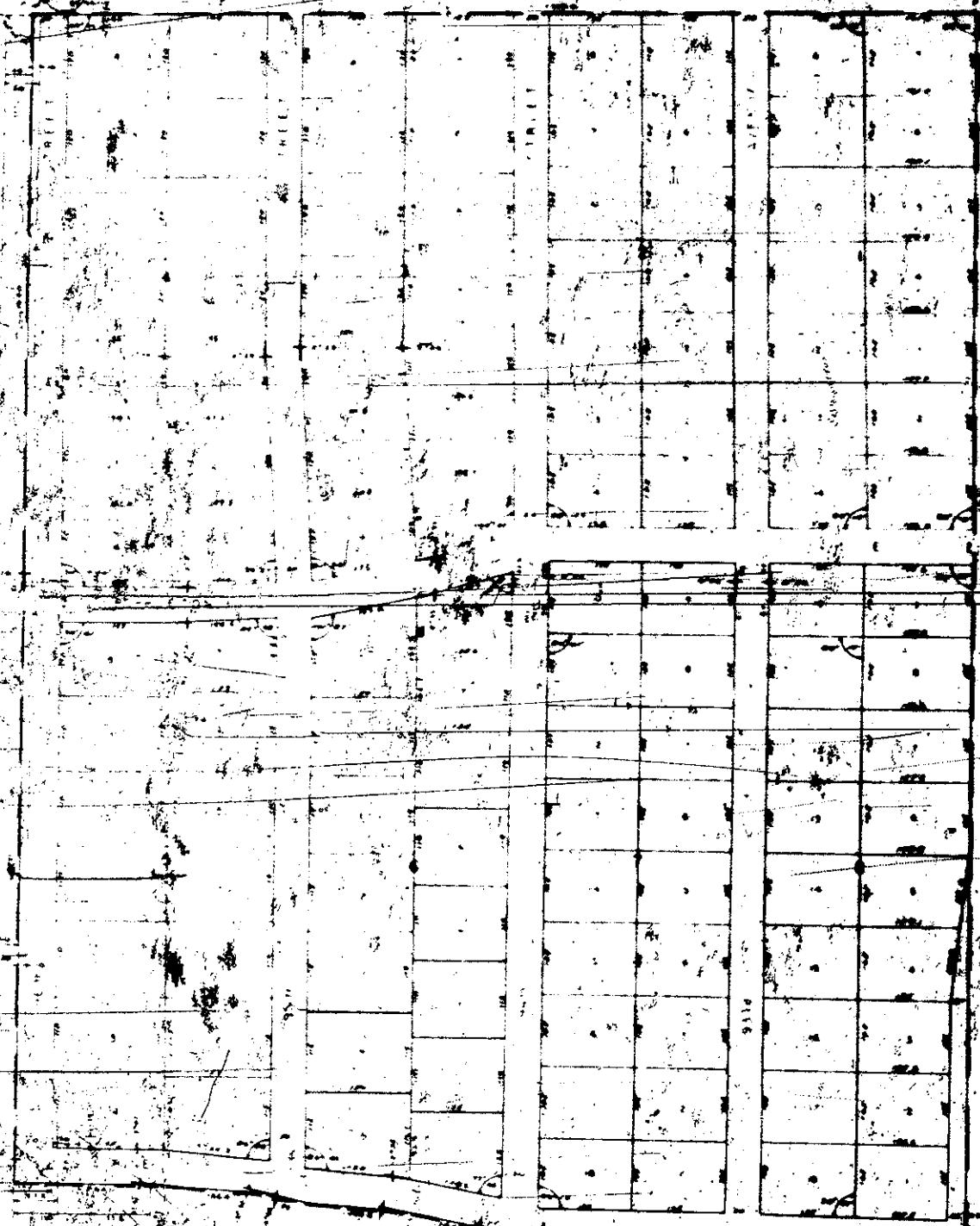
~~SEE PAGE 3~~ SUNSET HILLS

BLOCK 1 TD 8 RECORDED

A SUBDIVISION OF A PART OF THE NW 1/4 OF SEC 27-13-12
AND A PART OF THE NE 1/4 OF SEC 28-13-12
ALL IN DOUGLAS COUNTY NEBRASKA

UNPLATTED

- STREET



COUNTY TREASURER'S CERTIFICATE

APPROVAL OF THE OMAHA CITY PLANNING COMMISSION
FOR THE APPROVAL OF THE SUBDIVISION PLAN
RECEIVED THIS 20TH DAY OF NOVEMBER 1958
D. L. Johnson

APPROVAL OF CITY ENGINEER OF OMAHA

OMAHA CITY COUNCIL ACCEPTED

M. J. Glavin

1977-13-12

1977-12

DEDICATION

PLAT OF LAND CORPORATION

ACKNOWLEDGEMENT

MORTGAGE RELEASE

*For record
Zimmerman*

STREET

THE CITY OF OMAHA, NEBRASKA

ACKNOWLEDGEMENT

COUNTY OF OMAHA

ON THE 10th day of APRIL, 1977, PLAT OF LAND CORPORATION, SECRETARY OF THE SAID PLAT OF LAND CORPORATION, AND ROBERT L. ZIMMERMAN, SECRETARY OF THE SAID MORTGAGE RELEASE CORPORATION, APPLIED TO THE CLERK OF THE OMAHA COUNTY CLERK'S OFFICE FOR RECORDATION OF THE FOREGOING MORTGAGE RELEASE, AND THE SAME WAS SO PLACED ON THE CLERK'S RECORDS, AND IS HEREBY RECORDED AS A PUBLIC RECORD.

Zimmerman

OMAHA CITY PLAT OF LAND CORPORATION

PLAT OF LAND CORPORATION

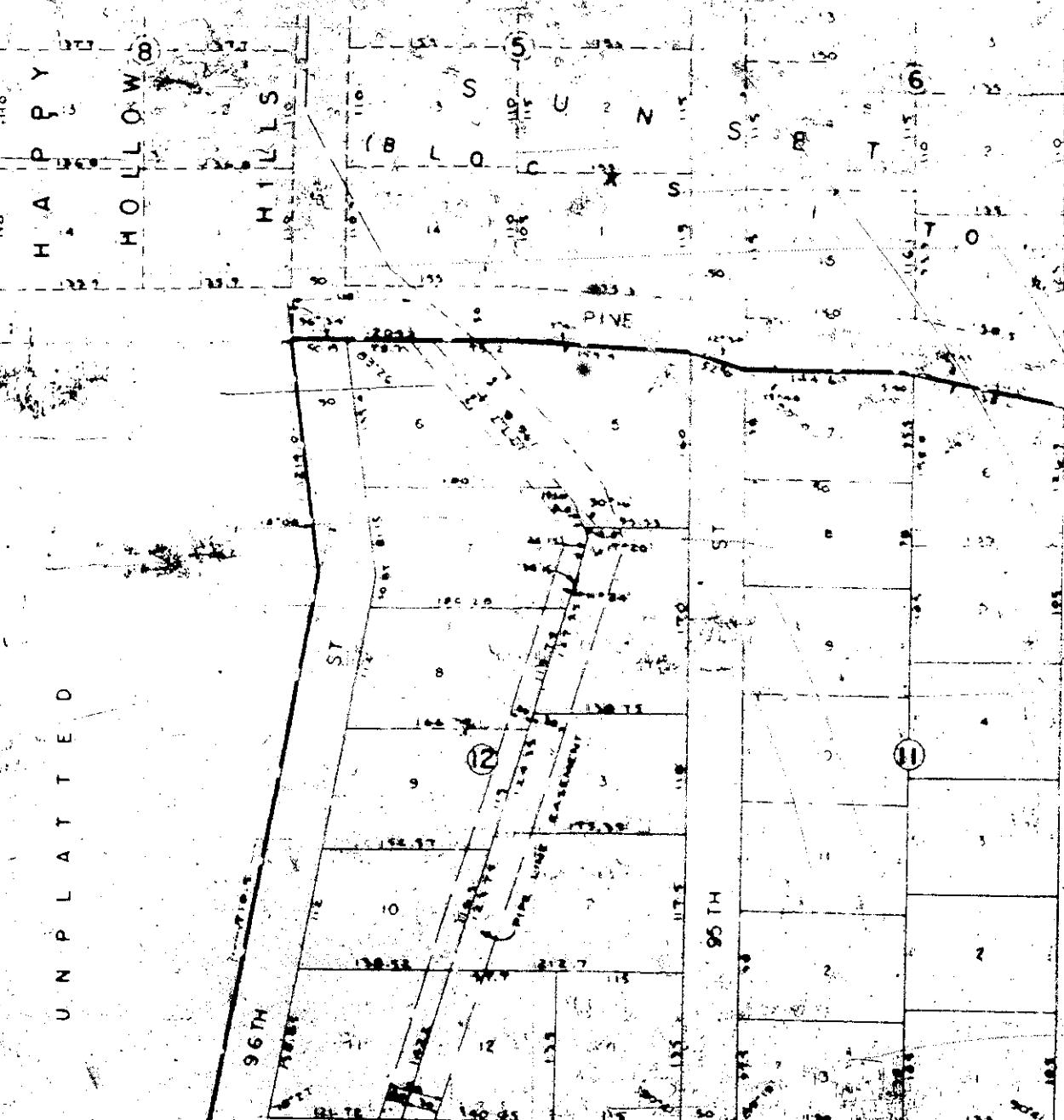
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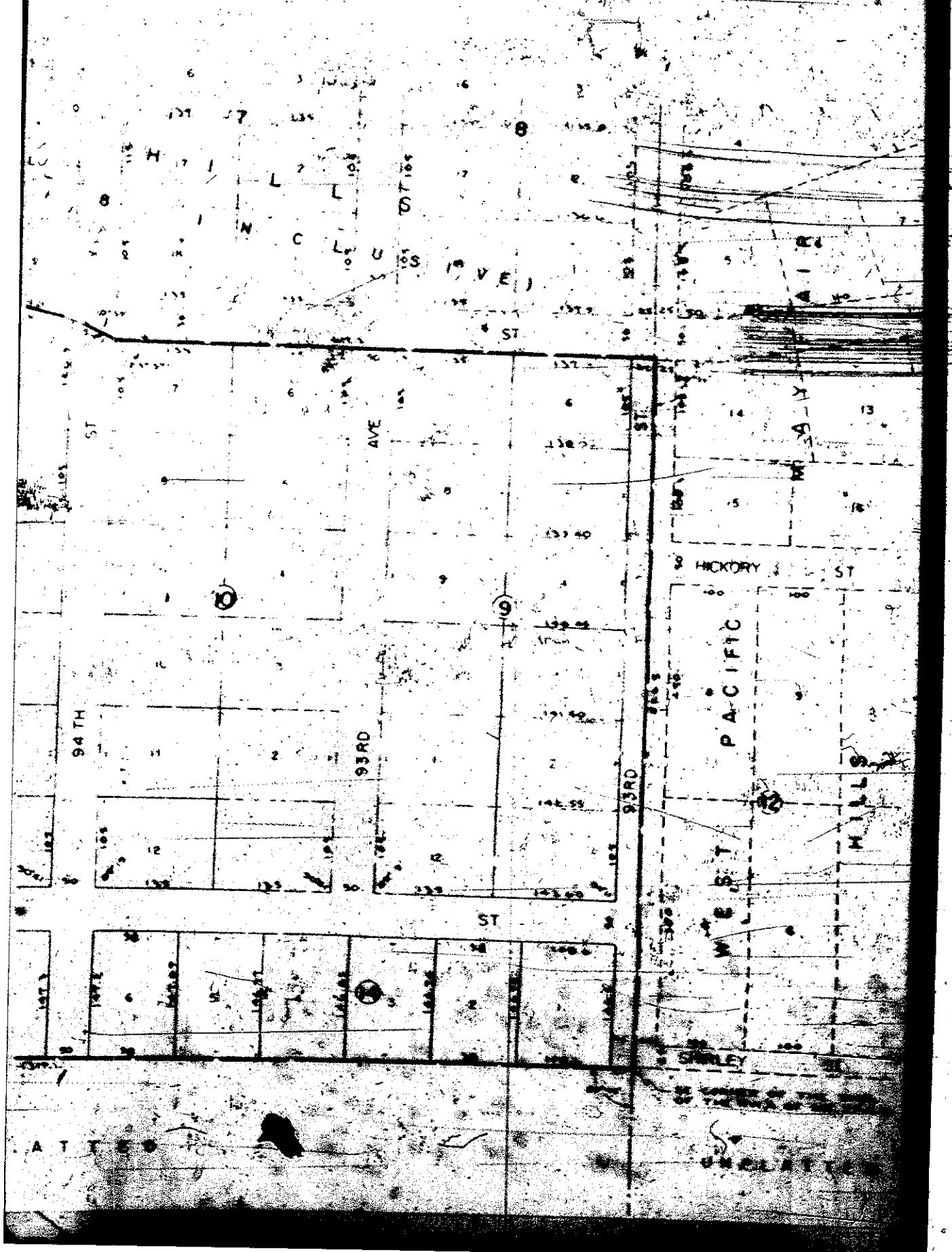
UNPLAT

SUNSET HILLS

(BLOCK 9 TO 14 INCLUSIVE)

964 and 733

A PART OF THE NW 1/4 OF SEC. 27 - 15 - 12
PART OF THE NE 1/4 OF SEC. 28 - 15 - 12
IN DOUGLAS COUNTY, NEBRASKA



BOOK 964 PAGE 734

APPROVAL OF CITY ENGINEER OF OMAHA

WE HEREBY APPROVE THIS PLAT OF SUNSET HILLS
THIS 9 DAY OF MAY AD 1955
A. T. W. -
CITY ENGINEER

OMAHA CITY COUNCIL ACCEPTANCE

THIS PLAT OF SUNSET HILLS WAS APPROVED AND
ACCEPTED BY THE CITY COUNCIL OF THE CITY OF OMAHA
ON THE 9th DAY OF MAY AD 1955
Walter T. Dillman
MAYOR

ATTEST

M. J. Neasey
CITY CLERK

OFFICIAL

TREASURERS CERTIFICATE

I FURTHER CERTIFY THAT I FIND NO RECORD OF SPECIAL
TAXES OR LIENS IN THE AMOUNT AGAINST THE PROPERTY DES-
CRIBED IN THE PLAVERS CERTIFICATE AND ENCLASSED
IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE 9 MAY 1955
TREASURER OF DOUGLAS COUNTY

APPROVAL OF THE OMAHA CITY COUNCIL

CITY COUNCIL
THIS 9th DAY OF MAY

City Council Seal

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PIPE ALL CORNERS OF ALL LOTS, BLOCKS, STREETS, AVENUES AND ANGLE POINTS IN THE PLAT OF SUNSET HILLS AN ADDITION IN DOUGLAS COUNTY, NEBRASKA, THAT SAID PLAT IS A PART OF THE NW 1/4 OF SECTION 27, AND OF THE NW 1/4 OR SECTION 28 ALL IN TWP. 15 NORTH, RANGE EAST OF THE 6TH PM IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AND BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 28, WHICH POINT BEING 100 FEET WEST OF THE SW COR. OF THE NW 1/4 OF SAID SECTION 27; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 101° 44' TO THE RIGHT AND RUNNING A DISTANCE OF 710.5 FEET; THENCE TURNING AN ANGLE OF 18° 00' TO THE LEFT AND RUNNING NORTHEASTERLY A DISTANCE OF 214.0 FEET, TO THE SW CORNER OF SUNSET HILL 3 (BLOCKS 1 TO 9 INCLUSIVE) AS SURVEYED PLATED AND ACCURSED; THENCE TURNING AN ANGLE OF 86° 34' TO THE RIGHT AND RUNNING EAST ALONG THE SOUTH LINE OF PINE STREET, A DISTANCE OF 204.1 FEET; THENCE TURNING AN ANGLE OF 3° 45' TO THE RIGHT AND RUNNING EAST-ERLY ALONG THE SOUTH LINE OF PINE STREET, A DISTANCE OF 133.4 FEET; THENCE TURNING AN ANGLE OF 12° 30' TO THE RIGHT AND RUNNING SOUTHEASTERLY, A DISTANCE OF 32.0 FEET; THENCE TURNING AN ANGLE OF 15° 45' TO THE LEFT AND RUNNING EAST ALONG THE SOUTH LINE OF PINE STREET, A DISTANCE OF 144.6 FEET; THENCE TURNING AN ANGLE OF 18° 30' TO THE RIGHT AND RUNNING SOUTHEASTERLY ALONG THE SOUTH LINE OF PINE STREET, A DISTANCE OF 144.0 FEET; THENCE TURNING AN ANGLE OF 10° 30' TO THE RIGHT AND RUNNING SOUTHEASTERLY A DISTANCE OF 34.1 FEET; THENCE TURNING AN ANGLE OF 35° 37' TO THE LEFT AND RUNNING EAST ALONG THE SOUTH LINE OF PINE STREET TO A POINT ON THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 617.3 FEET; THENCE TURNING AN ANGLE TO THE RIGHT OF 80° 18' AND RUNNING SOUTH ALONG THE EAST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27 TO THE SE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 026.5 FEET; THENCE TURNING AN ANGLE OF 09° 45' TO THE RIGHT AND RUNNING WEST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 151.1 FEET; THENCE TURNING AN ANGLE OF 0° 07' TO THE LEFT AND RUNNING WEST ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 28 TO POINT OF BEGINNING, A DISTANCE OF 100 FEET.

John E. Miller
SURVEYOR
WENNINGTON, DURHAM & RICHARDSON, INC.
CONSULTING ENGINEERS

DATE

FEB 19, 1955

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT PACIFIC HEIGHTS CORPORATION A NEBRASKA CORPORATION OF OMAHA, BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUB-DIVIDED INTO LOTS, BLOCKS, STREETS AND AVENUES AS INDICATED IN THE SURVEYOR'S CERTIFICATE, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SUNSET HILLS (BLOCK 9 TO 16 INCLUSIVE). THE LOTS AND BLOCKS NUMBERED AS SHOWN AND ARE HEREBY FAIRLY AND APPROVE OF THE POSITION OF OUR PROPERTY AS SHOWN ON THIS PLAN AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL THE STREETS AND AVENUES AS SHOWN HEREIN.

IN WITNESS, WHEREOF, THE SAID PACIFIC HEIGHTS CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AND ITS COMBINED SEAL TO BE HEREUNTO AFFIXED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AT OMAHA, NEBRASKA, AD 1955.

PACIFIC HEIGHTS CORPORATION
BY OGDEN C. MILLER
ATTESTED

IN THE TOWN OF OMAHA,

BOOK 964 PAGE 736

ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

ON THIS DAY OF DECEMBER, A.D. 1953, BEFORE ME AS A
NOTARY PUBLIC, DULY ASSOCIATED WITH THE ABOVE TITLED MORTGAGEE, AND FOR SAID
AND VIRELLA GUTHRIE, AS THE SPOUSE OF THE SAID MORTGAGEE, AND
THEIR VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED
OF THE SAID CORPORATION, WHICH ACTS ARE AFFIXED HERETO AS A DEED
ON THIS PLAT AS SHOWN ON THE SURVEYOR'S CERTIFICATE OF THE
SAID CORPORATION, THE SIGNING OF SAID DEED, AND THE VOLUNTARY ACT AND DEED
OF THE SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OMAHA, NEBRASKA,
IN SAID COUNTY, THE DATE LAST AFORESAID.

Oliver E. Johnson
NOTARY PUBLIC

MY COMMISSION EXPIRED THE 31 DAY OF MAY, A.D. 1958

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT THE BEN REALTY
COMPANY, A NEBRASKA CORPORATION OF OMAHA, MORTGAGEE
UNDER THE MORTGAGE DATED DEC 23 A.D. 1953 COVERING
THE TRACT OF LAND AS DESCRIBED IN THE SURVEYOR'S CERTI-
FICATE AND EMBRACED IN THIS PLAT OF SUNSET HILLS AND RECORDED
IN BOOK 116 PAGE 671 OF THE MORTGAGE RECORDS OF DOUGLAS
COUNTY, NEBRASKA, HEREBY CONSENT TO AND APPROVE OF THE
PLATTING OF SAID LAND AS SHOWN ON THIS PLAT AND HEREBY
RELEASE SAID MORTGAGE ON THE LAND COVERED BY AND
EMBRACED IN THE STREET AND AVENUES DEDICATED TO THE
AS SHOWN ON THIS PLAT WITHOUT PREJUDICE TO THE LIEN
THE MORTGAGE ON THE BALANCE OF THE LAND DESCRIBED.

BEN REALTY COMPANY

By Ben Johnson

ATTEST *John C. Buckley*

IN THE PRESENCE OF:

ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

ON THIS DAY OF DECEMBER, A.D. 1953, BEFORE ME AS A
NOTARY PUBLIC, DULY ASSOCIATED WITH THE ABOVE TITLED MORTGAGEE,
AND VIRELLA GUTHRIE, AS THE SPOUSE OF THE SAID MORTGAGEE,
AND THE VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED
OF THE SAID CORPORATION, WHICH ACTS ARE AFFIXED HERETO AS A DEED
ON THIS PLAT AS SHOWN ON THE SURVEYOR'S CERTIFICATE OF THE
SAID CORPORATION, THE SIGNING OF SAID DEED, AND THE VOLUNTARY ACT AND DEED
OF THE SAID CORPORATION.

John C. Buckley

NOTARY PUBLIC
OMAHA, NEBRASKA

Sunset Hills

Plat and Dedication

Filed _____, in Book 945 at Page 336, 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

70 class

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

287-643 filed 5-13-54

Protective Covenants

or

Omaha Public Power District,
U.S. West Communications

Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

to operate, erect, maintain, repair and remove poles, with the
for utility, installation and maintenance
on, over, through, under and across

or
necessary support along the rear and side boundary lines of each lot.

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.

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 12, 2nd 3rd or _____ Amendment to _____

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

Plat and Dedication,
Filed 3-23-55, in Book 964 at Page 732, 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

NO EASE ON PLAT

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

3-11-55

Dated _____ Filed 3-15-55, in Book 296 at Page 307, 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

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

Any additional info.

Architectural Controls, Setbacks,

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, in Book _____ at Page _____, Instrument No. _____

(Sunset Hills)