

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots 121 thru 225 shall be used for single family purposes and for necessary structures incidental to residential use or for church or school purposes.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of curves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 60 inches above ground level.
4. No dwelling shall be constructed nearer than 30 feet from the front lot line, excluding steps and open porches and caves, and no dwelling shall be constructed nearer than 5 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
 - (a) If a one story building, not less than 900 square feet, ground floor area, exclusive of garage, open porches and basement.
 - (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.
 - (c) If a two story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors, 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 the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a 5 foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

8. No structure of temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.

9. Dwellings constructed in another addition or location shall not be moved to any lot in this addition.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

11. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicle or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

12. A public concrete side-walk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street and shall be integral with the curb.

13. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months.

29-636

14. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

15. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person, or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness whereof, the said covenants have hereunto affixed their names this 27 day of April, 1942.

MIKE HOGAN DEVELOPMENT COMPANY

by Michael J. Hogan President
Michael J. Hogan

Attest Jane F. Hogan Secretary
Jane F. Hogan

STATE OF NEBRASKA) ss
COUNTY OF SARPY)

On this 27 day of April, 1942, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me to be respectively the President and Secretary of Mike Hogan Development Company, a Nebraska Corporation, owner of the property, acknowledge the signing of said Restrictive Covenants to be their voluntary act and deed as the officers of said Corporation.

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



Dennis T. Furbush
Notary Public

My Commission expires on the 12 day of April, 1942.

25-181

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights, a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots A thru I, and 11 thru 82 shall be used for single family dwellings only, except lots 36, and 39 which may be used for multiple family dwellings.

2. If a detached garage is built on any single family or multiple family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of corner except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.

3. No dwelling shall be constructed on any parcel of ground of less area than the smallest lot as now platted in the same block.

4. No dwelling shall be constructed nearer than 25 feet from the front lot line, excluding steps and open porches and screen, and no dwelling shall be constructed nearer than 5 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.

5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:

(a) If a one-story building, not less than 250 square feet, exclusive of garage, open porches and basement.

(b) If a one and one-half story dwelling, the first story shall contain not less than 130 square feet, exclusive of porch, open porches and basement.

(c) If a two-story dwelling, the first story shall contain not less than 750 square feet, excluding garage, open porches and basement.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and its successors, the Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, insulators, wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and

message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

7. No commercial signs of any kind shall be erected on any lot, except temporary signs of builders or material companies, or signs incidental to the sale or proposed sale of said property.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
10. Dwellings constructed in another addition or location shall not be moved to any lot in this addition.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
12. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.
13. A public concrete sidewalk of not less than 3 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street, and the edge of the sidewalk which is furthest from the street shall be adjacent to the lot line.
14. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months.
15. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

16. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person, or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. Invalidation 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.

IN WITNESS WHEREOF, Michael J. Hogen and Jane F. Hogen, being the owners of all said real estate have executed these covenants this 15th day of July A.D. one thousand nine hundred and Eighty Nine.

Michael J. Hogen
Jane F. Hogen

STATE OF NEBRASKA }
County of Sarpy }

On this 15th day of July, 1989, before me, a Notary Public in and for the County of Sarpy, State of Nebraska, Michael J. Hogen and Jane F. Hogen, husband and wife, who are well known to me to be the identical persons whose names are subscribed to the Restrictive Covenants, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date first aforesaid.

[Signature]
My commission expires on the 16th day of September, A.D. 1990



25-265-

RESTRICTIVE COVENANTS AMENDED

The undersigned hereby declares that the following amended covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights, a sub-division in Serpy County, Nebraska, are desirous of placing present restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and agreements:

1. Lots A thru J, and 11 thru 25 shall be used for single family dwellings only, except lots 26, and 29 which may be used for multiple family dwellings.

Entered in Numerical Index and Recorded in the Register of Deeds office in Serpy County, Nebraska
19... day Aug... 19... at 3:30 P.M., Esther Ruth, County Clerk. 2 90

25 266

5. (a) If a one-story building, not less than 900 square feet, ground floor area, exclusive of garage, open porches and basement.

5. (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.

5. (c) If a two-story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.

13. A public concrete sidewalk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street shall be not less than 1 foot outside the lot line

Michael J. Hogan

Michael J. Hogan

James F. Hogan

James F. Hogan

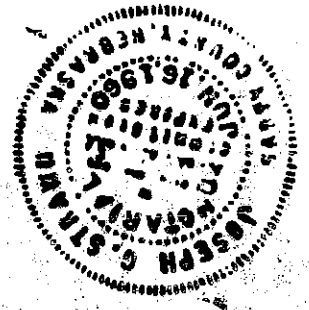
State of Nebraska) ss
Sarpy County)

On this 10th day of August 1959, before me, the undersigned Notary Public, duly commissioned and qualified for said county, personally James Michael J. Hogan & Jane F. Hogan, husband & wife to be known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written

Joseph J. Strawn
Notary Public

My commission expires the 16th day of June, 1960



RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights, a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots 323 thru 429 and 431 thru 437, shall be used for single family purposes and for accessory structures incidental to residential use or for church or school purposes.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 74 inches above ground level.
4. No dwelling shall be constructed nearer than 25 feet from the front lot line, excluding steps and open porches and eaves and cantilever, and no dwelling shall be constructed nearer than 7 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
 - (a) If a one story building, not less than 1000 square feet, ground floor area, exclusive of garage, open porches and basement.
 - (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.
 - (c) If a two story dwelling, the first story shall contain not less than 750 square feet around floor area, excluding garage, open porches and basement.
6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors, and assigns, to install, operate and maintain their utility facilities, over, under, and upon a five foot (5') strip of/and adjoining on the rear and side boundaries of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. No structure of temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

FILED FOR RECORD 1-31-74 AT 4:00 P. M. IN BOOK 47 OF PLAT BOOKS 3450
 PAGE 54 Carl A. Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB.

Spec # 033901
 A ✓

47-54A

- 10. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicle or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.
- 11. A public concrete side-walk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street and shall be located 4 feet inside curb.
- 12. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months. All plans must be approved prior to the start of any construction by an officer of Mike Hogan Development Company.
- 13. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.
- 14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded.
- 15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
- 16. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness whereof, the said owners have herunto affixed their names this
15 day of June, 1974.

MIKE HOGAN DEVELOPMENT COMPANY

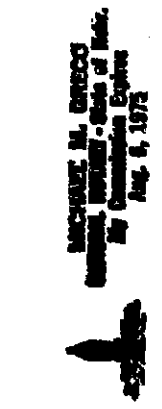
By Michael J. Hogan President
 Michael J. Hogan

Attest Jane F. Hogan Secretary
 Jane F. Hogan

STATE OF NEBRASKA) ss
 COUNTY OF SARPY)

On this 15th day of June, 1974, before me a Notary Public, duly commissioned and qualified in and for the said County, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me to be respectively the President and Secretary of Mike Hogan Development Company, a Nebraska Corporation, owner of the property, acknowledge the signing of said Restrictive Covenants to be their voluntary act and deed as to officers of said Corporation

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



Michael M. Entico
 Notary Public

My Commission expires on the 15th day of June, 1978

29. 634

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and covenants:

1. Lots 121 thru 125 shall be used for single family purposes and for temporary structures incidental to residential use or for church or school purposes.

2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of noses except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.

3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 60 inches above ground level.

4. No dwelling shall be constructed nearer than 30 feet from the front lot line, excluding steps and open porches and eaves, and no dwelling shall be constructed nearer than 5 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.

5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:

(a) If a one story building, not less than 900 square feet, ground floor area, exclusive of garage, open porches and basement.

(b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.

(c) If a two story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors, 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 the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a 5 foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. No structure of temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
9. Dwellings constructed in another addition or location shall not be moved to any lot in this addition.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
11. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicle or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.
12. A public concrete side-walk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street and shall be integral with the curb.
13. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months.

29-636

14. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

15. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person, or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness whereof, the said owners have hereunto affixed their names this 22 day of April, 1962

MIKE HOGAN DEVELOPMENT COMPANY

by Michael J. Hogan President
Michael J. Hogan

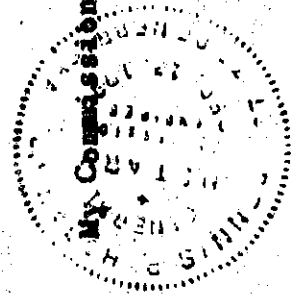
Attest Jane F. Hogan Secretary
Jane F. Hogan

STATE OF NEBRASKA) ss
COUNTY OF SAKIPI)

On this 27 day of April, 1962, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me to be respectively the President and Secretary of Mike Hogan Development Company, a Nebraska Corporation, owner of the property, acknowledge the signing of said Restrictive Covenants to be their voluntary act and deed as the officers of said Corporation.

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

Laura P. Ferguson
Notary Public



My Commission expires on the 19 day of April, 1962

38-48

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights a subdivision in Sary County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots 239 thru 322 shall be used for single family purposes and for accessory structures incidental to residential use or for church or school purposes.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 60 inches above ground level.
4. No dwelling shall be constructed nearer than 30 feet from the front lot line, excluding steps and open porches and eaves and cantilever, and no dwelling shall be constructed nearer than 5 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
 - (a) If a one story building, not less than 1000 square feet, ground floor area, exclusive of garage, open porches and basement.
 - (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.
 - (c) If a two story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.

FILED FOR RECORD IN SARY COUNTY NEB. DATE 3 1967 AT 4 O'CLOCK P.M.
AND RECORDED IN BOOK 38 OF Miscellaneous PAGE 48

Clarence M. ... REGISTER OF DEEDS

(Signature)

5665

38-48

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate.

The undersigned, being the owner of all lots in Tara Heights a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots 239 thru 322 shall be used for single family purposes and for accessory structures incidental to residential use or for church or school purposes.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 60 inches above ground level.
4. No dwelling shall be constructed nearer than 30 feet from the front lot line, excluding steps and open porches and eaves and cantilever, and no dwelling shall be constructed nearer than 5 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
 - (a) If a one story building, not less than 1000 square feet, ground floor area, exclusive of garage, open porches and basement.
 - (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.
 - (c) If a two story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.

FILED FOR RECORD IN SARPY COUNTY NEB. JUL 23 1967 AT 4 O'CLOCK P.M.

AND RECORDED IN BOOK 38 OF *Mini-Deeds* PAGE 48

REGISTER OF DEEDS

650

Clara M. ...
(Signature)

3665

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors, and assigns, to install, operate and maintain their utility facilities over, under, and upon a five-foot (5') strip of and adjoining on the rear and side boundaries of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. No structure of temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
10. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No work out or discarded automobiles, machinery or vehicle or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.
11. A public concrete side-walk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street and shall be located 4 feet inside curb.
12. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months. All plans must be approved prior to the start of any construction by an officer of Mike Hogan Development Company.

13. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness whereof, the said owners have hereunto affixed their names this 1 day of March, 1967.

MIKE HOGAN DEVELOPMENT COMPANY

by Michael J. Hogan President
Michael J. Hogan

Attest Jane F. Hogan Secretary
Jane F. Hogan

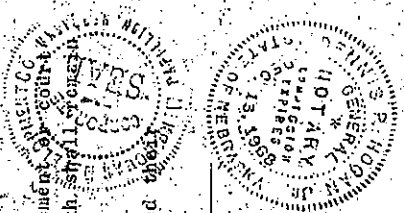
STATE OF NEBRASKA } ss
COUNTY OF SARPY }

On this 1 day of March, 1967, before me a Notary Public, duly commissioned and qualified in and for the said County, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me to be respectively the President and Secretary of Mike Hogan Development Company, a Nebraska Corporation, owner of the property, acknowledge the signing of said Restrictive Covenants to be their voluntary act and deed as to officers of said Corporation.

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

James P. Hogan
Notary Public

My Commission expires on the 13 day of Dec, 1968.



38-40

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 5th day of

July 1967

by and between NORTHERN NATURAL GAS COMPANY, a

Delaware corporation, (hereinafter referred to as "Northern") and MIKE HOGAN DEVELOPMENT COMPANY, a Nebraska corporation, Michael J. Hogan, President, James E. Hogan, Secretary (hereinafter referred to as "Owners").

WITNESSETH THAT

WHEREAS, Northern is the holder of an Easement Grant covering the following described premises in Sarpy County, Nebraska:

Southwest Quarter (SW^{1/4}) of Section Twenty-three (23), Township Fourteen North (14N), Range Twelve East (12E)

which Easement Grant has been recorded in Book 9 of Miscellaneous Deeds at page 660 in the office of Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, pursuant to the authority contained in said Easement Grant, Northern has constructed and currently operates and maintains a 3-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises; hereinafter referred to as the "owned premises":

4 Tara Heights, Lots 239 through 322 inclusive, being a surveyed and recorded platting of part of the East Half of the Southwest Quarter (E^{1/2}SW^{1/4}) of Section Twenty-three (23), Township Fourteen North (14N), Range Twelve East (12E) of the 5th P.M. in the City of Papillion, Sarpy County, Nebraska; a drawing of which platting is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the parties hereto desire to more clearly define their rights under such Easement Grant and further desire to modify and amend said Easement Grant in certain respects;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the abovescribed Easement Grant, across the owned premises only, to a strip of land, to be known as Strip "A", across the property of the Owners as last described above. A plat showing the location of said Strip "A" is attached hereto as Exhibit "A" and is, by this reference, made a part hereof.

FILED FOR RECORD IN SARPY COUNTY, NEBRASKA, ON JULY 22, 1967, AT 9:50 AM
AND RECORDED IN BOOK 38, PAGE 40

Oliver Anderson
Register of Deeds

38-408

and by these presents does hereby release from its said Easement Grant all of the owned premises Except Strip A as described in Paragraph 1 above retained as herein mentioned

to be built created or constructed on said Grantor shall not build create construct nor allow any hard surface road EXCEPT approach lane as platted and shown on Exhibit A building or other structure nor alter the grade or permit such alteration anywhere on Strip A upon which Grantee has reserved its Easement rights without the written consent of the Grantee

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs executors administrators successors and assigns of the parties hereto

IN WITNESS WHEREOF the parties have executed this instrument this day and year first above written

"NORTHERN"

NORTHERN NATURAL GAS COMPANY

[Signature] Vice President

[Signature] Secretary

"OMIERS"

MIKE HOGAN DEVELOPMENT COMPANY

[Signature] President

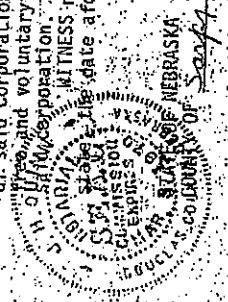
[Signature] Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS

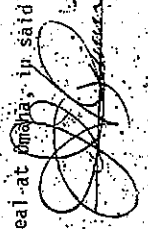
On this 15th day of June, 1967, before me a Notary Public duly commissioned and qualified in and for said county and state personally came

A. L. Vaughan, Assistant Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to this above instrument as Vice President and Assistant Secretary of said corporation and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, this date aforesaid.



On this 15th day of June, 1967, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Michael J. Hogan and Jane F. Hogan of MIKE HOGAN DEVELOPMENT COMPANY who are personally known to me to be identical persons whose names are affixed to the above instrument as President and Secretary of said corporation and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.



WITNESS my hand and official seal at Omaha, in said county and state, this date aforesaid.

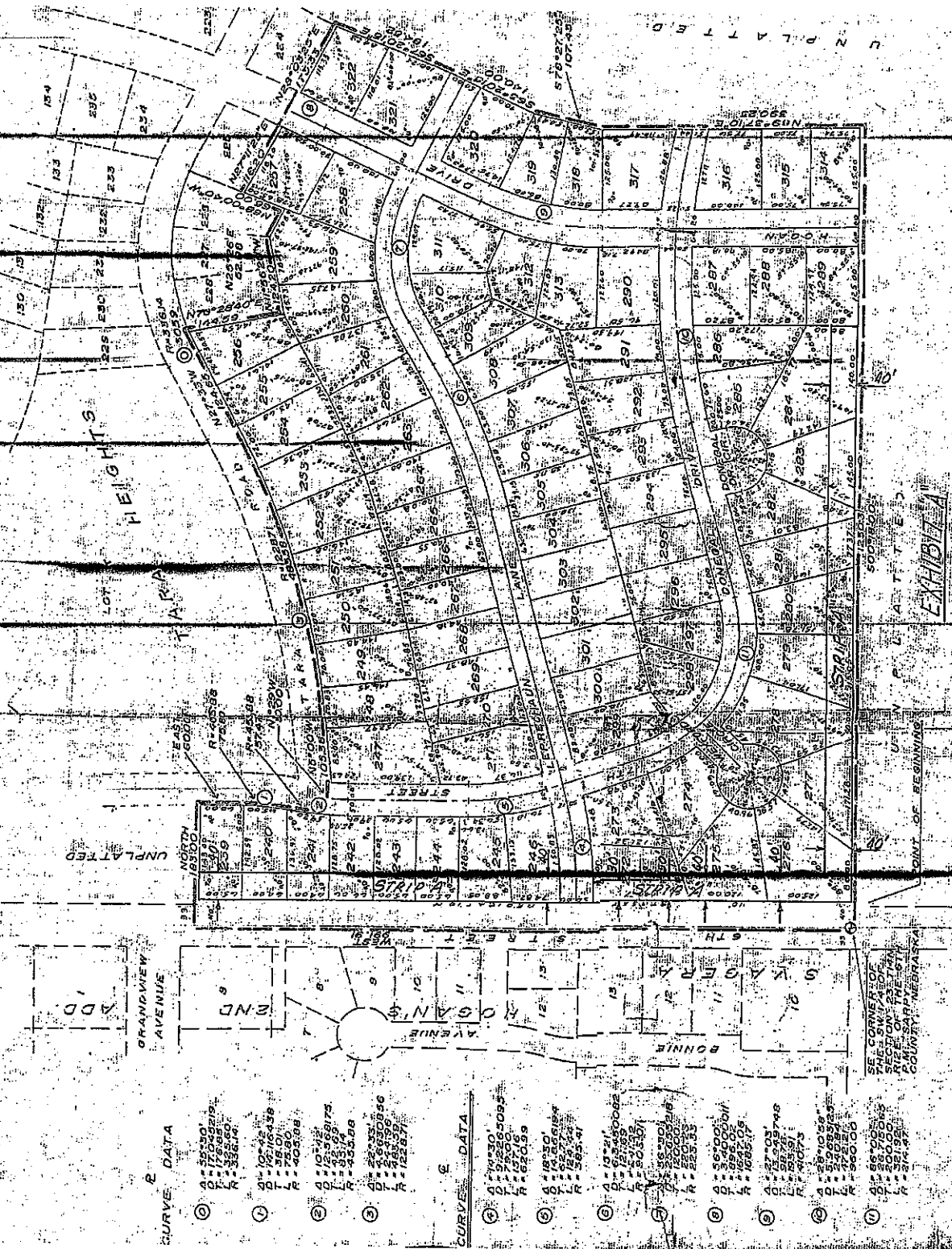
[Signature] in said county



TARRA HEIGHTS

LOTS 239 THRU 322 INCLUSIVE

BEING A PLATTING OF PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 23 T14N R12E OF THE 6TH PM. SAPPY COUNTY, NEBRASKA.



CURVE DATA

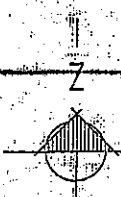
- ① A = 55.50
P = 170.00
L = 32.50
R = 33.614
- ② A = 107.41
P = 225.00
L = 33.74
R = 43.868
- ③ A = 22.33
P = 2.690946
L = 4.48339
R = 12.287

CURVE DATA

- ④ A = 141.20
P = 522.5095
L = 17.00
R = 620.59
- ⑤ A = 19.50
P = 2.690946
L = 4.48339
R = 12.287
- ⑥ A = 13.21
P = 6.48062
L = 2.690946
R = 3.0331
- ⑦ A = 56.00
P = 225.00
L = 16.2209
R = 10.6617
- ⑧ A = 28.09
P = 58.7748
L = 15.91
R = 10.79
- ⑨ A = 28.1058
P = 58.7748
L = 15.91
R = 10.79
- ⑩ A = 65.00
P = 225.00
L = 16.2209
R = 10.6617

SEE CORNER OF SECTION 24 T14N R12E OF THE 6TH PM. SAPPY COUNTY, NEBRASKA.

EXHIBIT A



SCALE: 1" = 100'

DISTANCES SHOWN ON CURVES ARE ARC DISTANCES. "W" = CHORD DISTANCES.

FINAL PLAT
TARA HEIGHTS
 58-40

AND RECORDED IN BOOK 117 OF PLATS, REGISTER OF DEEDS
 FILED FOR RECORD IN SARY COUNTY NEB. ON 12/19/1928 BY
 D. H. C. Kline, Register of Deeds

APPROVAL OF DISTRICT SCHOOL BOARD
 THIS DATE OF THIS HEIGHTS WAS APPROVED BY THE DISTRICT SCHOOL BOARD THIS 11th DAY OF
 1928

APPROVAL OF BOARD OF SUPERVISORS, DISTRICT OF NEBRASKA
 THIS DATE OF THIS HEIGHTS WAS APPROVED AND ACCEPTED THIS 11th DAY OF
 1928

APPROVAL OF CITY COUNCIL, DISTRICT OF NEBRASKA
 THIS DATE OF THIS HEIGHTS WAS APPROVED AND ACCEPTED THIS 11th DAY OF
 1928

APPROVAL OF COUNTY BOARD OF SUPERVISORS, DISTRICT OF NEBRASKA
 THIS DATE OF THIS HEIGHTS WAS APPROVED AND ACCEPTED BY THE COUNTY BOARD OF SUPERVISORS, DISTRICT OF NEBRASKA, THIS
 11th DAY OF
 1928

STATE OF NEBRASKA
 COUNTY OF SARY
 I, the undersigned, County Surveyor, do hereby certify that the plat of this subdivision is correct and true to the original survey, and that the same has been approved and accepted by the County Board of Supervisors, District of Nebraska, this 11th day of December, 1928.

STATE OF NEBRASKA
 COUNTY OF SARY
 I, the undersigned, County Surveyor, do hereby certify that the plat of this subdivision is correct and true to the original survey, and that the same has been approved and accepted by the County Board of Supervisors, District of Nebraska, this 11th day of December, 1928.

STATE OF NEBRASKA
 COUNTY OF SARY
 I, the undersigned, County Surveyor, do hereby certify that the plat of this subdivision is correct and true to the original survey, and that the same has been approved and accepted by the County Board of Supervisors, District of Nebraska, this 11th day of December, 1928.

SECTION 23 TIAN RISE OF THE SW 1/4 OF
 PLOTS 239 THRU 322, INCLUSIVE
 NEBRASKA.

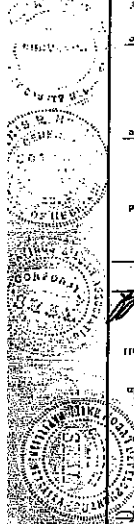
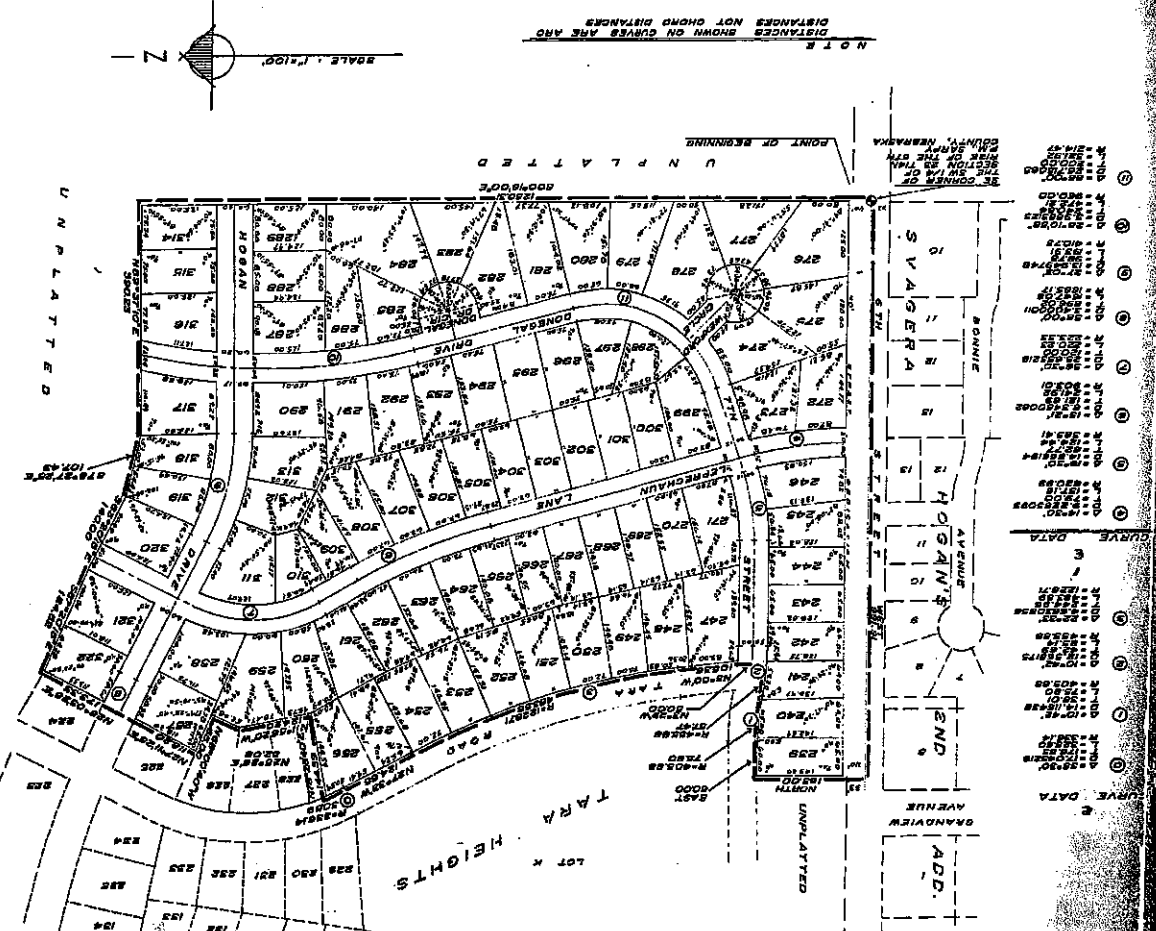
BEING A PLATTING OF PART OF THE EYE OF THE SW 1/4 OF
 SECTION 23 TIAN RISE OF THE 6TH P.M., SARY COUNTY,
 NEBRASKA.

12/17/28

W. H. C. Kline, Register of Deeds

W. H. C. Kline, Register of Deeds

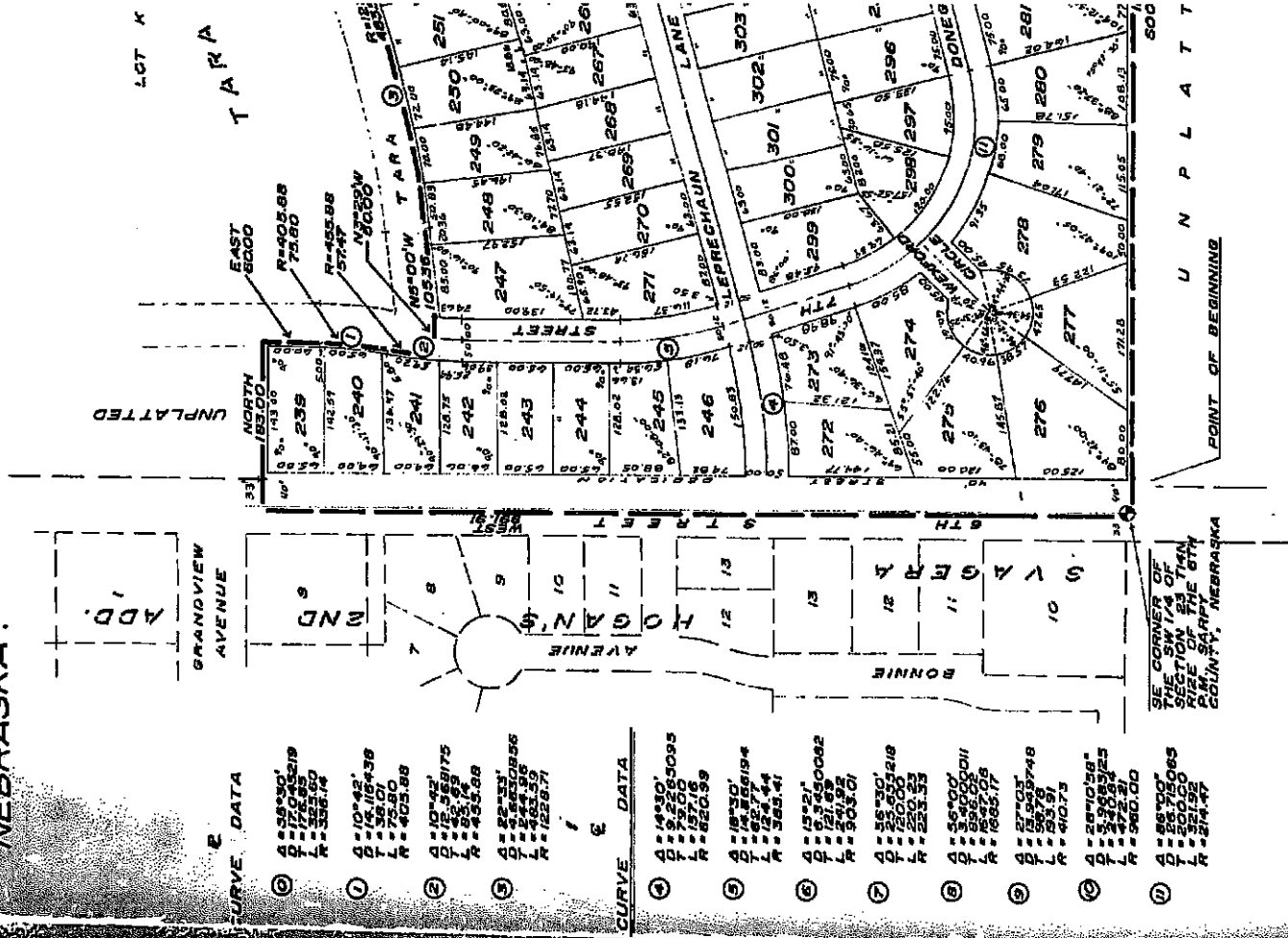
W. H. C. Kline, Register of Deeds



TARA H

LOTS 239 THRU 322, INCLUSIVE

BEING A PLATTING OF PART OF THE SECTION 23 T14N R12E OF THE 6TH NEBRASKA.



CURVE DATA

- ① A = 35.90'
T = 120.00'
L = 323.00'
R = 336.14'
- ② A = 10°42'
T = 43.10±4.38
L = 75.80'
R = 405.88'
- ③ A = 10°42'
T = 43.10±4.38
L = 75.80'
R = 405.88'
- ④ A = 22°33'
T = 4.62±0.856
L = 43.35'
R = 122.671'

CURVE DATA

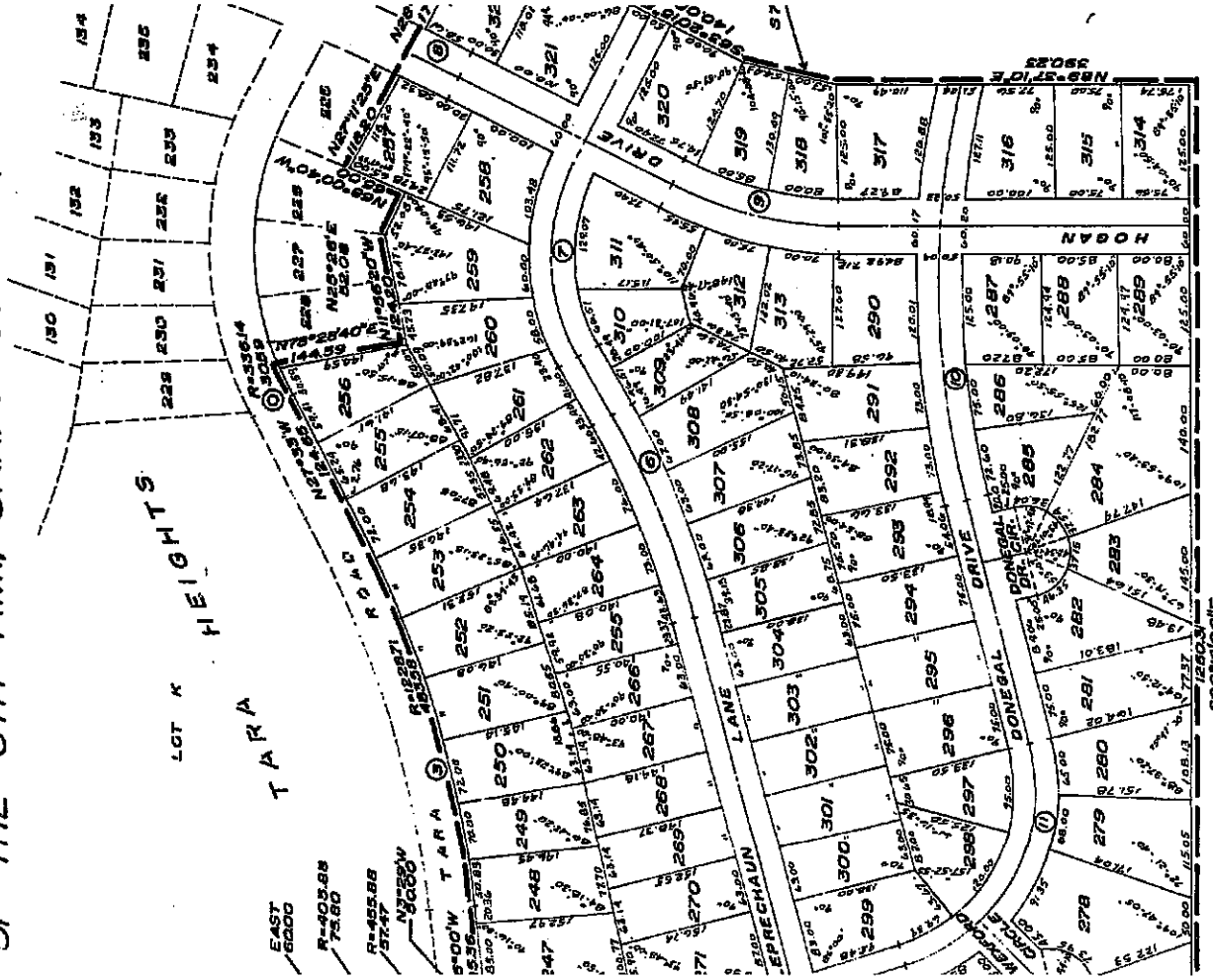
- ⑤ A = 14°19'
T = 22.60±0.95
L = 75.00'
R = 260.59'
- ⑥ A = 18°10'
T = 14.16±1.94
L = 27.44'
R = 325.41'
- ⑦ A = 15°21'
T = 6.34±0.062
L = 24.92'
R = 90.801'
- ⑧ A = 35°30'
T = 120.00±2.18
L = 250.23'
R = 253.53'
- ⑨ A = 5°00'±0.011
T = 86.60±0.25
L = 182.77'
R = 182.77'
- ⑩ A = 27°03'
T = 56.78±0.48
L = 53.91'
R = 410.73'
- ⑪ A = 28°10'±0.28"
T = 3.90±0.225
L = 20.84'
R = 246.60'
- ⑫ A = 88°00'
T = 25.71±0.65
L = 321.90'
R = 214.47'

N O T E
DISTANCES SHOWN ON CURVES ARE ARC
DISTANCES NOT CHORD DISTANCES

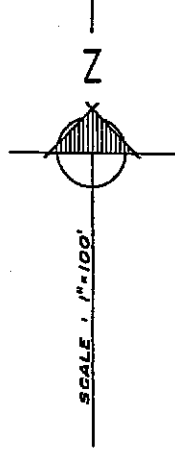
HEIGHTS

INCLUSIVE

PART OF THE E 1/2 OF THE SW 1/4 OF THE 6TH P.M., SARRY COUNTY.



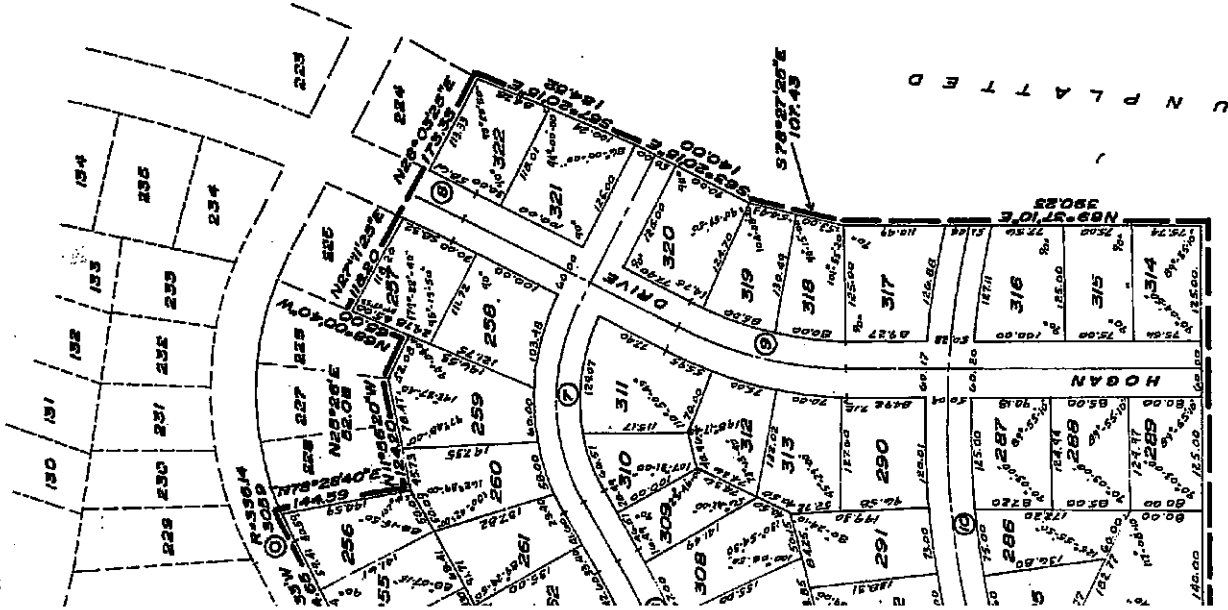
UNPLATTED



SHOWN ON CURVES ARE ARC
T CHORD DISTANCES

HEIGHTS

THE SW 1/4 OF
RUBY COUNTY,



I HEREBY CERTIFY THAT I HAVE RECORDED THIS PLAT OF TARA HEIGHTS, NEBRASKA, IN THE PUBLIC RECORDS OF RUBY COUNTY, NEBRASKA, THIS 13th DAY OF OCTOBER, 1966, AT 10:17 A.M. IN BOOK 230, PAGE 11. I AM A LICENSED SURVEYOR IN THE STATE OF NEBRASKA, AND I AM THE SURVEYOR OF RECORD FOR THE SW 1/4 OF SECTION 23, T4N, R10W, NEBRASKA. THE PLAT IS CORRECT AND ACCURATE, AND I AM NOT PROVIDING ANY WARRANTY AS TO THE ACCURACY OF THE PLAT. THE PLAT IS SUBJECT TO ALL RIGHTS AND INTERESTS OF RECORD.

Date 10/17/66

KNOW ALL MEN BY THESE PRESENTS: That I, Association, a Nebraska corporation (M the Surveyor's Certificate and embrace and named as shown, said subdivision to our property as shown on this plat; and I do further grant a perpetual telephone company, their successors and necessary supports, sustaining wires, carrying and transmission of electric upon, or under a 5-foot strip of land (said subdivision), said license being provided, however, that said side lot construct poles, wires or conduits along said strip of land, but hereafter automatically terminate and become void

MIKE HOGAN DEVELOPMENT COMPANY
Michael J. Hogan
 Michael J. Hogan, President
Jane F. Hogan
 Jane F. Hogan, Secretary

STATE OF NEBRASKA) ss On this 13th day of OCTOBER, 1966, for said county, respectively, the President and Secretary their execution of the foregoing Deed. Witness my hand and official seal, in O My commission expires _____

STATE OF NEBRASKA) ss On this 13th day of OCTOBER, 1966, for said county, the President and Secretary of Mike Hogan Development Company, their successors and necessary supports, sustaining wires, carrying and transmission of electric upon, or under a 5-foot strip of land (said subdivision), said license being provided, however, that said side lot construct poles, wires or conduits along said strip of land, but hereafter automatically terminate and become void

This plat of TARA HEIGHTS was approved October, 1966.

I hereby certify that the records of my office are correct and true.

This plat of TARA HEIGHTS was approved: *John L. Lundy*
 Mayor

This plat of TARA HEIGHTS was approved:

This plat of TARA HEIGHTS was approved by: *Arthur C. Gault*

FILED FOR REC
AND RECORDED



SURVEYOR'S CERTIFICATE

THESEY COUNTY, that I have accurately surveyed and staked, with iron pins, all corners of all lots, streets, and all curves in TARA HEIGHTS, Lots 239 through 322, inclusive, being a plating of part of the East 1/2 of the South 1/4 of Section 25, Township 23 North, Range 20 West, Sappy County, Nebraska, to-wit: Beginning at the Southeast corner of the said South 1/4 of Section 25, and thence East along the said South 1/4 of Section 25, a distance of 991.91 feet; thence North, 71 feet to a point on the South R.O.W. line of 7th Street; thence East along said South R.O.W. line of 7th Street, 71 feet to a point of curve; thence East on a curve to the right along said South R.O.W. line of 7th Street (radius being 455.88 feet) for an arc distance of 57.47 feet; thence N 3° 21' W, a distance of 50.00 feet to a point (radius being 143.58 feet) on a curve to the left along said Easterly R.O.W. line of Tara Road, a distance of 105.36 feet to a point of curve; thence N 5° 00' W along said Easterly R.O.W. line of Tara Road (radius being 1228.71 feet) for an arc distance of 493.58 feet; thence N 27° 33' W along said Easterly R.O.W. line of Tara Road, a distance of 124.65 feet to a point of curve; thence N 78° 28' 40" E, a distance of 104.59 feet; thence N 11° 56' 20" W, a distance of 124.30 feet; thence N 27° 11' 25" E, a distance of 104.52 feet; thence N 27° 11' 25" E, a distance of 390.23 feet to a point of beginning. (The said south line of the SW 1/4 of Section 25 assumed East-West.)

William L. Fynewson
 William L. Fynewson, Land

10/7/66
 Date

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Mike Hogan Development Company, a Nebraska corporation (OWNER) and Commercial Association, a Nebraska corporation (MORTGAGEE), being, respectively, the sole owner and mortgage holder of the land the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and street and named as shown, said subdivision to be hereafter known as TARA HEIGHTS, and we do hereby ratify and approve of the plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend there upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply said subdivision), said license being granted for the use and benefit of said present and future owners of lots as provided, however, that said side of lot line easement is granted upon approval of the Omaha Public Power District and Telephone Company, wires or conduits along any of said lots, and that if either of the said Telephone Company or Telephone Company at any time hereafter within 60 days after their removal, then this easement shall terminate and become void as to such unused or abandoned easement ways.

CONVEYING SAVINGS AND LOAN
 William F. Fitzgerald, Pres
 Chairman Board of Directors

MIKE HOGAN DEVELOPMENT COMPANY
 Michael J. Hogan, President
 Jane F. Hogan, Secretary

ACKNOWLEDGMENTS OF NOTARY

STATE OF NEBRASKA) ss On this 10th day of October, 1966, before me, a notary public, duly commissioned in and for the County of BOULDER, Nebraska, appeared William F. Fitzgerald and Jane F. Hogan, who are personally known to me, the President and Secretary of Mike Hogan Development Company, a Nebraska corporation, and they did acknowledge the their execution of the foregoing dedication to be their voluntary act and deed, and the voluntary act and deed of said Witness my hand and official seal, in Omaha, Nebraska, the date last aforesaid.

My commission expires _____
 STATE OF NEBRASKA) ss On this 10th day of Oct. 1966, before me, a notary public, duly commissioned in and for the County of NEBRASKA, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me, the President and Secretary of Mike Hogan Development Company, a Nebraska corporation, and they did acknowledge the foregoing dedication to be their voluntary act and deed and the voluntary act and deed of said corporation.
 Witness my hand and official seal the date last aforesaid.
 My commission expires Dec. 13, 1968

Denise P. H.
 County Sec.

THIS PLAT OF TARA HEIGHTS WAS APPROVED AND ACCEPTED BY THE COUNTY SURVEYOR OF SAPPY COUNTY, NEBRASKA, ON October, 1966.

COUNTY TREASURER'S CERTIFICATE

I hereby certify that the records of my office show no taxes due or delinquent upon the property described in the Sub on this plat as of Oct 11, 1966.

James E. ...
 County Tre.

This plat of TARA HEIGHTS was approved and accepted this 18 day of October, 1966.
James E. ...
 Mayor

This plat of TARA HEIGHTS was approved and accepted this 8th day of Oct., 1966.
L. S. Nelson
 Clerk

APPROVAL OF CITY COUNCIL, PAPERILLON, NEBRASKA
 This plat of TARA HEIGHTS was approved by the Paperillon School Board this 11th day of October, 1966.
Joseph H. ...
 Mayor

FILED FOR RECORD IN SAPPY COUNTY NEBR. Oct. 19 1966 AT 10:30 O'CLOCK P.M.
 AND RECORDED IN BOOK H OF Plats PAGE 118 Office Number ... REGISTER OF DEEDS

	SCALE <u>As Shown</u> DRAWN BY <u>W.F.D.</u> DATE <u>Oct 3, 66</u> REVISIONS	TARA HEIGHTS
	PREPARED BY <u>...</u> DATE <u>...</u> REVISIONS	FINAL PLAT

SURVEYOR'S CERTIFICATE

surveyed and platted, with town plats, all corners of all lots, streets, alleys, paths, and ends of county, Nebraska, to-wit: Beginning at the Southeast corner of the East 1/2 of the Southwest 1/4 of Section 23...

William L. Kynearson, Land Surveyor No. 63

DEDICATION

The Hogan Development Company, a Nebraska corporation (OWNER) and Commercial Savings and Loan (MORGAGEE), being respectively, the sole owner and mortgage holder of the land described within this plat, have caused said land to be subdivided into lots and streets, to be numbered as hereafter known as TARA HEIGHTS, and he do hereby ratify and approve of the disposition of the same...

ACKNOWLEDGMENTS OF NOTARY

WILLIAM L. KYNEARSON, LAND SURVEYOR
William F. Fitzgerald, President
Hannah Hougren, Secretary

I of [Signature], 1966, before me, a notary public, duly commissioned and qualified, in and appeared William F. Fitzgerald and Hannah Hougren, who are personally known by me to be, representatives of Commercial Savings and Loan Association (a Nebraska corporation), and they did acknowledge to me their voluntary act and deed, and the voluntary act and deed of said corporation,

of [Signature], 1966, before me, a notary public, duly commissioned and qualified, in and appeared Michael J. Hogan and John F. Hogan, who are personally known by me to be, respectively, the Secretary and Treasurer of the City of Papillion, Nebraska, and they did acknowledge to me their voluntary act and deed of said corporation.

COUNTY SURVEYOR'S CERTIFICATE

and accepted by the County Surveyor of Sarpy County, Nebraska, this 14th day of [Month]

COUNTY TREASURER'S CERTIFICATE

Office show no taxes due or delinquent upon the property described in the Surveyor's Certificate, 1966.

APPROVAL OF CITY COUNCIL, PAPHILLION, NEBRASKA

accepted this 18th day of October, 1966.
Mayor
City Clerk

APPROVAL OF PAPHILLION SCHOOL BOARD

the Paphillion School Board this 11th day of October, 1966.

Register of Deeds
OCT 19 1966 4:25 P.M. 502

Table with columns: OWNER, DEDICATED, DATE, REGISTERED, TARA HEIGHTS, FINAL FLAT, DRAWING NUMBER 58-10



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, angles, points, and ends of
1 1/4 N. R. 22 E. of the 6th P.M., Barry County, Nebraska, to-wit: beginning at the southeast corner of the said southwest 1/4 of Section 23,
T. 14 N., R. 22 E. of the 6th P.M., Barry County, Nebraska, being a portion of part of the East 1/2 of the southwest 1/4 of Section 23,
thence West along the south line of the said southwest 1/4 of Section 23, a distance of 991.91 feet; thence North, a distance of 183.00
feet to a point on the south R.O.W. line of 7th Street; thence East along the said South R.O.W. line of 7th Street, a distance of 60.00
feet to a point of curve; thence East along said South R.O.W. line of 7th Street, a distance of 105.36 feet to a point of curve;
R.O.W. line of Taxo Road; thence N. 57.00° W. along said Eastwesterly R.O.W. line of Taxo Road, a distance of 105.36 feet to a point of curve;
thence Northwestwesterly on a curve to the left along said Eastwesterly R.O.W. line of Taxo Road (radius being 1228.71 feet) for an arc distance
of 183.58 feet; thence N 27° 33' W. along said Eastwesterly R.O.W. line of Taxo Road, a distance of 124.65 feet to a point of curve; thence
Northwestwesterly on a curve to the right along said Eastwesterly R.O.W. line of Taxo Road (radius being 336.14 feet) for an arc distance of
30.59 feet; thence N 78° 28' 40" E, a distance of 144.59 feet; thence N 11° 56' 20" W, a distance of 124.20 feet; thence N 25° 26' 22" E,
a distance of 52.08 feet; thence N 68° 00' 40" W, a distance of 65.00 feet; thence N 27° 11' 25" E, a distance of 118.20 feet; thence
N 28° 03' 25" E, a distance of 173.33 feet; thence S 67° 20' 15" E, a distance of 184.52 feet; thence S 63° 20' 15" E, a distance of
140.00 feet; thence S 78° 27' 25" E, a distance of 107.43 feet; thence N 89° 37' 10" E, a distance of 390.23 feet to a point on the said
East line of the SW 1/4 of Section 23; thence S 00° 18' E along the said East line of the SW 1/4 of Section 23, a distance of 1250.31 feet
to the point of beginning. (The said South line of the SW 1/4 of Section 23 assumed East-West in direction.)

William L. Hynerson, Land Surveyor No. 63

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Mike Hogan Development Company, a Nebraska corporation (OWNER) and Commercial Savings and Loan
Association, a Nebraska corporation (MORTGAGEE), being, respectively, the sole owner and mortgage holder of the land described within
the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered
and named as shown, said subdivision to be hereafter known as TAMA HEIGHTS, and we do hereby ratify and approve of the disposition of
our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this
plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell
Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and poles with the
necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the
carrying and transmission of electric current for light, heat, and power, and for all telephone and telegraph and message service over,
upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within
said subdivision); said license being granted for the use and benefit of all present and future owners of lots in said subdivision;
provided, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to
construct poles, wires or conduits along any of said side lot lines within 6 months of the date hereof, or if any poles, wires or
conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall
automatically terminate and become void as to such unused or abandoned easement ways.

MIKE HOGAN DEVELOPMENT COMPANY

COMMERCIAL SAVINGS AND LOAN ASSOCIATION



Date 10/7/66

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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, and ends of all curves in TARA HEIGHTS, Lots 229 through 232, including part of the East 1/2 of the Southwest 1/4 of Section 23, 1/4 N. R. 12 E. of the 6th P.M., Barry County, Nebraska, to-wit: beginning at the southeast corner of the said Southwest 1/4 of Section 23, thence West along the South line of the said Southwest 1/4 of Section 23, a distance of 183.00 feet to a point on the South R.O.W. line of the 7th Street, a distance of 60.00 feet to a point on the South R.O.W. line of 7th Street, a distance of 60.00 feet to a point of curve; thence easterly on a curve to the right along said South R.O.W. line of 7th Street (radius being 405.88 feet) for an arc distance of 75.80 feet to a point of curve; thence easterly on a curve to the left along said South R.O.W. line of 7th Street (radius being 452.88 feet) for an arc distance of 57.47 feet; thence N 3° 29' W, a distance of 50.00 feet to a point on the Easterly R.O.W. line of Taxa Road; thence N 5° 00' W along said Easterly R.O.W. line of Taxa Road, a distance of 105.36 feet to a point of curve; thence Northwesterly on a curve to the left along said Easterly R.O.W. line of Taxa Road (radius being 1228.71 feet) for an arc distance of 183.58 feet; thence N 27° 33' W along said Easterly R.O.W. line of Taxa Road, a distance of 124.65 feet to a point of curve; thence Northwesterly on a curve to the right along said Easterly R.O.W. line of Taxa Road (radius being 336.14 feet) for an arc distance of 30.59 feet; thence N 78° 28' 40" E, a distance of 141.59 feet; thence N 11° 56' 20" W, a distance of 124.20 feet; thence N 25° 26' 22" E, a distance of 52.08 feet; thence N 68° 00' 40" W, a distance of 65.00 feet; thence N 27° 11' 25" E, a distance of 118.20 feet; thence N 28° 03' 25" E, a distance of 173.33 feet; thence S 67° 20' 15" E, a distance of 184.52 feet; thence S 63° 20' 15" E, a distance of 140.00 feet; thence S 78° 27' 25" E, a distance of 107.43 feet; thence N 89° 37' 10" E, a distance of 390.23 feet to a point on the said East line of the SW 1/4 of Section 23; thence S 00° 18' E along the said East line of the SW 1/4 of Section 23, a distance of 1250.31 feet to the point of beginning. (The said South line of the SW 1/4 of Section 23 assumed East-West in direction.)

William L. Hynerson
William L. Hynerson, Land Surveyor No. 63

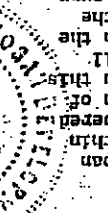
DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Mike Hogan Development Company, a Nebraska corporation (OWNER) and Commercial Savings and Loan Association, a Nebraska corporation (MORTGAGEE), being, respectively, the sole owner and mortgage holder of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as TARA HEIGHTS, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and poles with the necessary supports, including wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat, and power, and for all telephone and telegraph and message service over, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision); said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within 36 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

MIKE HOGAN DEVELOPMENT COMPANY



COMMERCIAL SAVINGS AND LOAN ASSOCIATION



Tara Heights

Plat and Declaration
Filed 1-15 in Book 4 at Page 18, 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
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) _____ for utility,
Also grants an easement to Metropolitan Utilities District _____ foot wide strip of land
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 4-30-62, in Book 29 at Page 134, 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
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) _____ for utility,
Also grants an easement to Metropolitan Utilities District _____ foot wide strip of land
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. _____

Tara Heights

lot 239

filed

322

Plat and Dedication
Filed 10-17-66 in Book 4 at Page 118, Instrument No.

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
and any cable company granted a cable television franchise system, and/or

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

a 5 foot wide strip of land ^{adjoining rear} ~~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 3-3-67, in Book 38 at Page 48, Instrument No.

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
and any cable company granted a cable television franchise system: And / or

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

a 5 foot wide strip of land ^{adjoining rear} ~~abutting the front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary lone 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.

Architectural Control

Easement Right of Way 1st, 2nd, 3rd or _____ Amendment to _____

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

Easement 9-6-60 filed 7-9-38

mod & Amend Easement 38/407 filed 6-21-67 COPY

Ord 38/639 filed 8-24-69