

DECLARATION OF PROTECTIVE COVENANTS

JAMES INVESTMENT CO. (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska) does hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, enjoyment, use and occupancy of said lots, and each of them, described as follows:

Lots 1 and 2, Block 1; Lots 1 thru 22 inclusive, Block 2; Lots 1 thru 12 inclusive, Block 3; Lots 1 thru 23 inclusive, Block 4; Lots 1 thru 16 inclusive, Block 5; and Lots 1 thru 8 inclusive, Block 6, Tomahawk Hills, Douglas County, Nebraska.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb, except along Tomahawk Boulevard the public sidewalk should be located 3 feet inside the pavement curb on each side of the street.

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 a temporary character trailer, basement, tent, shack, garage, 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 further addition or improvement shall not be moved to any lot within this addition.

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

11. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and independent. The invalidation of any such provision by a court, or otherwise, shall in no way affect the other provisions which shall remain in full force and effect.

13. Each and every provision herein shall bind and run to the benefit of the undersigned, its successors and assigns, and all the grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and by such plat and this declaration establishes its general plan of improvement and development. All deeds of conveyances by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN TESTIMONY WHEREOF the said James Investment Co. has caused these presents to be executed in its corporate name by its President and its Assistant Secretary and its corporate seal to be hereunto affixed this 28th day of November, 1960.

WITNESSES:

JAMES INVESTMENT CO.

Robert E. Talien

James R. Wyatt
James R. Wyatt - President

R. E. Talien

R. E. Talien
Rolland E. Talien - Asst. Secretary

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

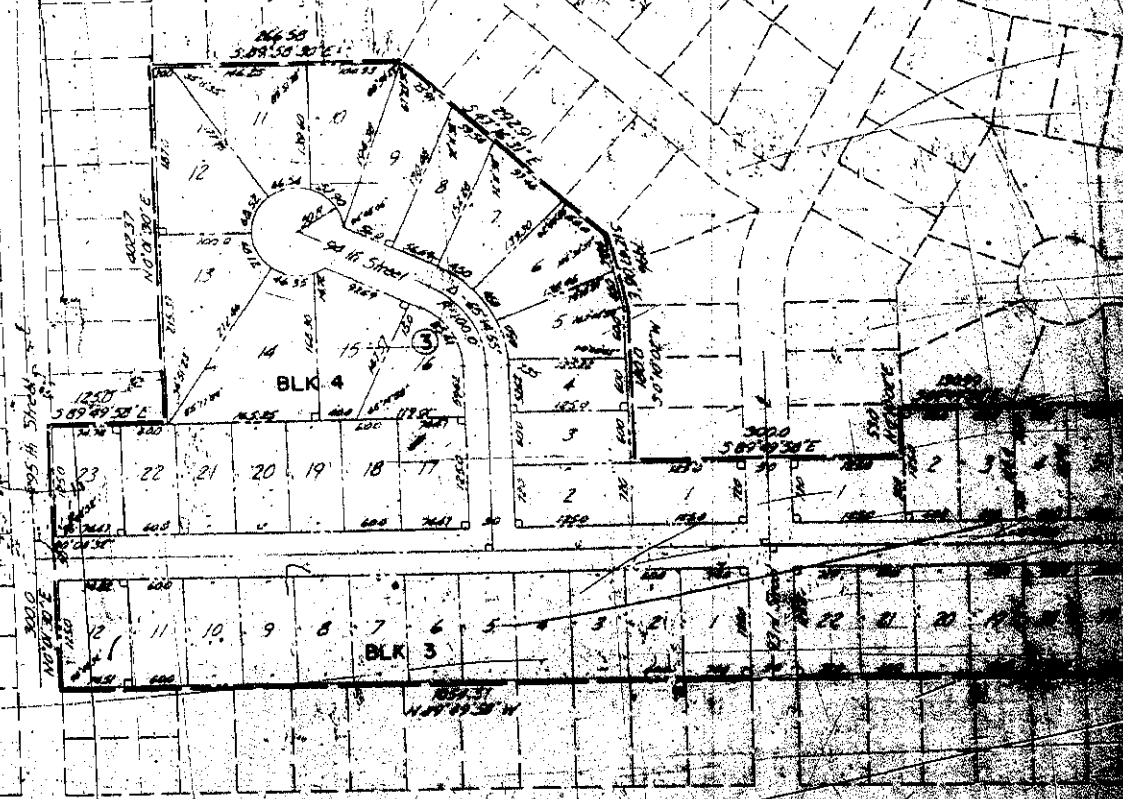
On this 28th day of November, 1960, before me, a Notary Public within and for Ramsey County, personally appeared James R. Wyatt and Rolland E. Talien, to be personally known, who, being each by me fully sworn did say that they are respectively the President and Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said James R. Wyatt and Rolland E. Talien acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Robert E. Talien
Notary Public

Scale 1"=100'

Curve ①
Δ = 48° 01'
D = 10° 55' 55"
R = 308.0
T = 135.67
L = 250.81

Curve ②
Δ = 41° 25'
D = 51° 17' 46"
R = 1000
T = 33.02
L = 72.14



MAPLE VILLAGE

4, 5 8, 6

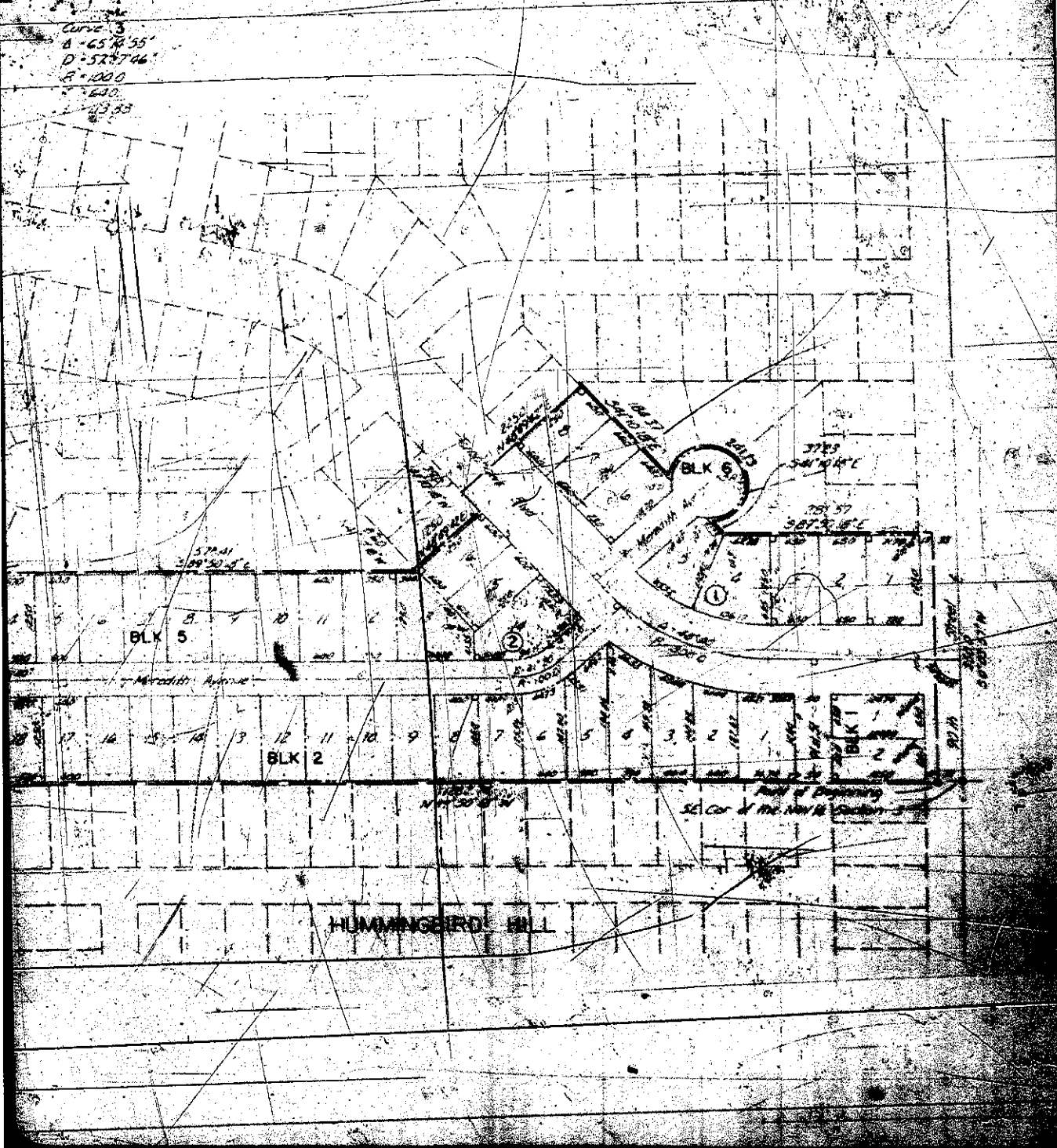
100-44388-100

On the 1st day of January 1968, I, the undersigned, Public Duty Commissioner of said County, came to know and was informed by M. Morris, a resident of said County, that George W. Morris and Eugene Morris, who are persons of identical persons whose names are listed on this plot and they acknowledge the same and their dedication to be their voluntary act and deed.

Witness my hand and official seal of said County, the 1st day of January 1968.

My commission expires on 3rd day of February 1965

Curve 3
A - 65° 45'
D - 52° 746'
R - 1000
P - 630
L - 43.33



CERTIFICATE

to certify that the above described property is a public use, and a permanent improvement, and that the same is in accordance with the provisions of the City Charter and Ordinance in this regard as shown by the following:

CITY COUNCIL ACCEPTANCE

Resolved, That the City Council of the City of Omaha, on the 1st day of October, 1960, has accepted the above described property as a public use, and a permanent improvement, and that the same is in accordance with the provisions of the City Charter and Ordinance in this regard as shown by the following:

CITY PLANNING BOARD

Resolved, That the City Planning Board of the City of Omaha, on the 12th day of October, 1960, has approved the above described property as a public use, and a permanent improvement, and that the same is in accordance with the provisions of the City Charter and Ordinance in this regard as shown by the following:

James A. [Signature]
Chairman of the City Planning Board

CITY ENGINEER OF OMAHA

Resolved, That the City Engineer of the City of Omaha, on the 12th day of October, 1960, has approved the plan of [Signature] for the improvement of the public use, and a permanent improvement, and that the same is in accordance with the provisions of the City Charter and Ordinance in this regard as shown by the following:

AC [Signature]
City Engineer




THE SURVEYOR'S CERTIFICATE

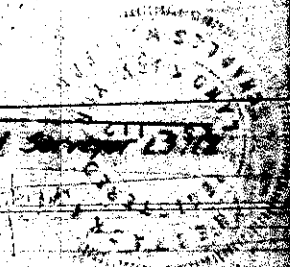
I, Charles W. Ahern, Registered Land Surveyor of the State of Nebraska, do hereby certify that I have accurately surveyed and staked with iron pipe all corners of all lots, streets, angle points and the ends of all curves as shown on this plat of Blocks 1, 2, 3 and part of Blocks 4, 5 and 6 of Tomahawk Hills. The limits and boundaries of said blocks are as follows:

A tract of land lying wholly within the South 1/2 of the Northwest 1/4 of Section 3, T15N, R12E of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

Beginning at a point on the South Line of the N.W. 1/4 of section 3, said point being 33 feet West of the SE. Corner of the N.W. 1/4 of section 3, thence N 89° 50' 18" W a distance of 1282.74 feet to a point; thence N 89° 49' 58" W a distance of 1053.54 feet to a point; thence N 0° 01' 30" E a distance of 300.00 feet to a point; thence S 89° 49' 58" E a distance of 125.00 feet to a point; thence N 0° 01' 30" E a distance of 402.37 feet to a point; thence S 89° 58' 30" E a distance of 266.58 feet to a point; thence S 47° 16' 31" E a distance of 292.91 feet to a point; thence S 12° 47' 08" E a distance of 79.96 feet to a point; thence S 0° 10' 02" W a distance of 180.00 feet to a point; thence S 89° 49' 58" E a distance of 360.00 feet to a point; thence N 0° 10' 02" E a distance of 53.00 feet to a point; thence S 89° 49' 58" E a distance of 130.99 feet to a point; thence S 89° 50' 18" E a distance of 578.41 feet to a point; thence N 41° 10' 18" W a distance of 860 feet to a point; thence N 48° 49' 42" E a distance of 125.00 feet to a point; thence N 41° 10' 18" W a distance of 39.00 feet to a point; thence N 48° 49' 42" E a distance of 225.00 feet to a point; thence S 41° 10' 18" E a distance of 184.37 feet to a point; thence along a curve to the right, said curve having a radius of 30.00 feet, a distance of 241.13 feet to a point; thence S 41° 10' 18" E a distance of 22.23 feet to a point; thence S 89° 50' 18" E a distance of 281.57 feet to a point; thence S 0° 03' 57" W a distance of 350.00 feet to the point of beginning and containing 21.74 acres more or less.

Date Oct 11, A.D. 19 60


Charles W. Ahern Registered Land Surveyor 1378



1103 222

The President
CO, of Minneapolis
Nygquist, President
and wife - D.J. Nyquist
J. Tucker, single
Michael Viola M. Morris
and Winnie Morris, husband and wife
land described in the plat
within this plat being divided
into blocks, lots and shares
hereafter known as lots and shares
numbered as shown and as being the
disposition of the property as shown in the
heroby dedicate to the public for public use
as shown herein:

In witness, whereof we do hereunto set our hands
this 7th day of October 1960

JAMES INVESTMENT CO
by James R. Wyatt President, and James E. Wyatt Secretary

John S. Nyquist James M. Nyquist
John S. Nyquist and James M. Nyquist, Husband and wife

F. S. Cassman M. Cassman
F. S. Cassman and M. Cassman, Husband and wife

D. J. Meyers H. S. Meyers
D. J. Meyers and H. S. Meyers, Husband and wife

J. Tucker
J. Tucker, Single

Mortgagees:

George W. Michka Viola M. Michka
George W. Michka and Viola M. Michka, Husband and wife

Roy Morris Winnie Morris
Roy Morris and Winnie Morris, Husband and wife

ACKNOWLEDGEMENT OF GRADING

I hereby certify that the streets within this plat are graded
to the grades approved by the City Engineer and filed with
the City. Dated this 16th day of October, 1960

Carl J. Murrell
Carl J. Murrell, P.E.

4 16 Nov 9 59 AM
ENTERED IN MINNEAPOLIS PLAT AND RECORDED IN THE REGISTERED PLAT BOOKS
INDEXED IN THE PLAT BOOKS

24/50

Tomahawk Hill

Plat and Dedication
Filed 11-16-60, in Book 1103 at Page 218, Instrument No. _____
Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

NO
lease

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

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

Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.
Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
☒ Protective Covenants
or

Filed 12-6-60, in Book 360 at Page 709, 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 _____ 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 for installation and maintenance of
utilities and drainage facilities of each lot

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