[illegible]

[illegible]

2. [illegible] 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 side lot line, except that a one foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building setback line. No dwelling shall be erected on any interior lot nearer than 10 feet to rear lot line. For the purposes of this section, 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 overhang 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 5,000 square feet.

5. [illegible] for the maintenance of utilities and drainage facilities [illegible] on the recorded plat.

[illegible]

11. [illegible] shall be and [illegible] by [illegible] the undersigned [illegible] [illegible] the [illegible].

12. [illegible] of the provisions hereof is [illegible] [illegible] of [illegible] provisions [illegible] shall in no way affect any other provision [illegible] shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all [illegible] grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of parts of the lots above described. The undersigned, by reason of the [illegible] real estate, has platted and divided it into lots and blocks, [illegible] such plat and this declaration before public its general plan of improvement and development. All deeds of conveyance by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these conditions, 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 subscribed in its corporate name by its President, its Assistant Secretary, and its corporate seal to be hereunto affixed this 16th day of July, 1963.

Witnesses:

JAMES INVESTMENT CO.

Carolyn A. Gonzales

Paul D. Duce

President

Asst. Secretary

No
19

RECEIVED

400
423

14

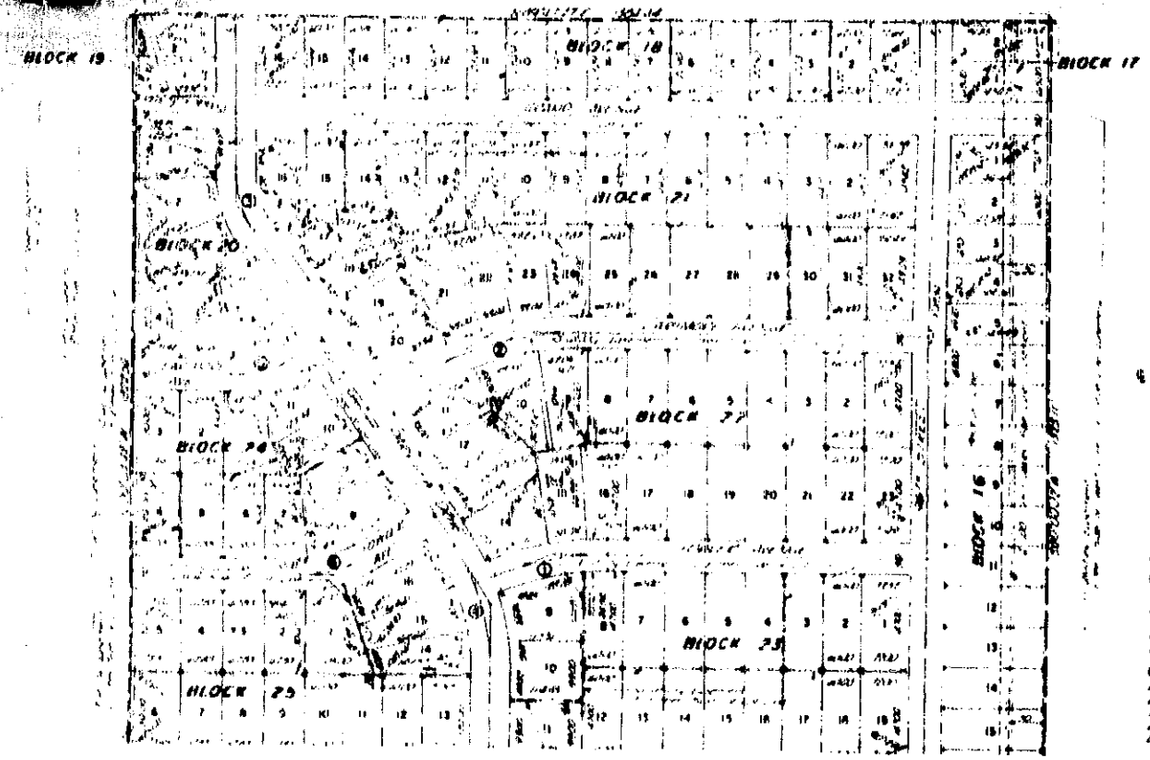
70 — 239

70 Bat 14

TOWNTOWN HILLS

7TH ADDITION

A SUBDIVISION IN THE SW¼, NW¼, SECTION 3, & THE SE¼, NE¼, SECTION 4, T15N, R12E
DOUGLAS COUNTY, NEBRASKA



N

SCALE 1" = 100'

℄ CURVE DATA

CURVE #1

CURVE #2

CURVE #3

CURVE #4

℄ STORM SEWER EASEMENT CURVE

THE SURVEYOR'S CERTIFICATE

I, Carl J. Nussrallah, Registered Land Surveyor in the State of Nebraska, do hereby certify that I have accurately surveyed and staked with iron pipe, all corners of all lots, streets, and angle points, as shown on this plat of TOMAHAWK HILLS 7TH ADDITION. The limits and boundaries of said addition are as follows

A tract of land lying wholly within the SW¼ of the NW¼ of Section 9 and the SE¼ of the NE¼ of Section 4, Township 15 North, Range 12 East of the 6TH P.M. Douglas County, Nebraska, and more particularly described as follows.

Beginning at a point, said point being the SW corner of the SW¼ of the NW¼ of Section 9, thence S89°48'20"W along the south line of the NE¼ of said Section 4, a distance of 1319.52 feet to a point, thence N00°03'01"W along the west line of the SE¼ of the NE¼ of said Section 4 a distance of 1317.56 feet to a point, thence N89°47'17"E along the north line of the SE¼ of the NE¼ of said Section 4, a distance of 1300.00 feet to a point, thence S00°00'02"W a distance 1317.44 feet to a point, thence N89°10'57"W a distance of 62.99 feet to the point of beginning and containing 40.07 acres more or less

Date June 14 AD 1982

Carl J. Nussrallah
Registered

5 199

DEDICATION

Know All Men By These Presents:

That we James R. Myott and Robert C. Flokna, respectively the President and Assistant Secretary of James Investment Co., a Minnesota Corporation, sole owners and proprietors; Mildred Ann Segal and Fred Segal, wife and husband; Ray Morris and Winnie Morris, husband and wife, Mortgagees of the land described in the Surveyor's Certificate, and embraced within this plat, have caused the same to be subdivided into blocks, lots and streets, and subdivision to be hereinafter known as TOWANAMIX HILLS FIRST ADDITION, the blocks and lots numbered as shown, and we approve the disposition of the property as shown on this plat and we hereby dedicate to the public for public use the streets and storm-sewer easements as shown hereon, and hereby grant the utility easements shown on this plat for the exclusive use of the Omaha Public Power District and Northwestern Bell Telephone Company for the erection and maintenance of their utilities.

In witness whereof we do hereunto set our hands this 14th day of June A.D. 1962.

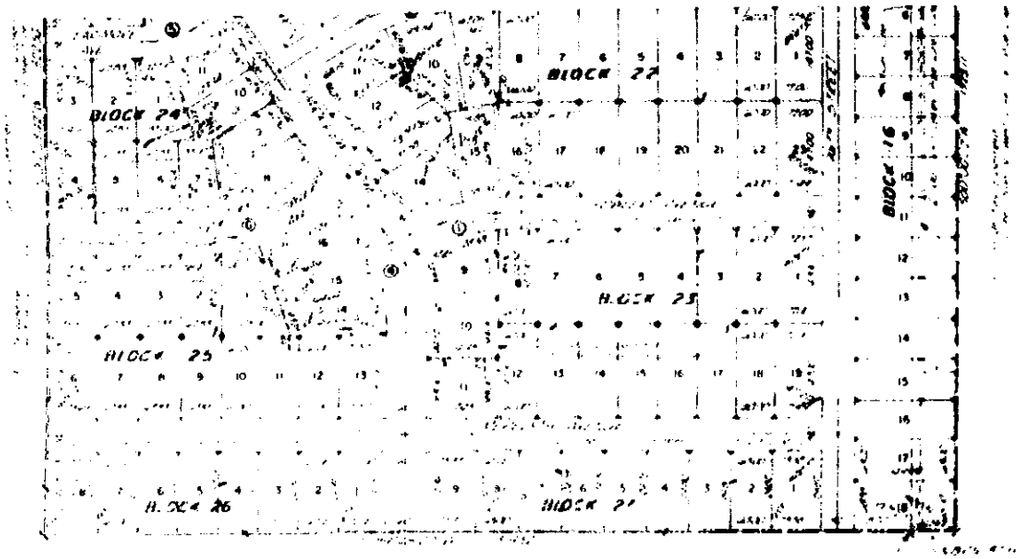
JAMES INVESTMENT CO.

James R. Myott, President and Robert C. Flokna, Ass't Sec.

Mortgagees:

Fred Segal and Mildred Ann Segal, husband and wife

Ray Morris and Winnie Morris, husband and wife



℄ CURVE DATA

CURVE #1

CURVE #2

CURVE #3

CURVE #4

CURVE #5 & #6

℄ STORM SEWER EASEMENT CURVE

APPROVAL OF CITY PLANNING BOARD

APPROVAL OF CITY ENGINEER OF OMAHA

OMAHA CITY COUNCIL ACCEPTANCE

City Clerk

ACKNOWLEDGEMENT OF GRADING

COUNTY TREASURER'S CERTIFICATE

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
County of Douglas

Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF

On this day of [illegible] AD 19[illegible], before me a Notary Public in and for said County, personally came the above named [illegible] and Robert C. Moore, [illegible] President and Secretary, respectively, of [illegible] Development Co. (a Corporation), known to me to be identical persons [illegible] to the within instrument as [illegible] President and Secretary of said corporation, and [illegible] execution thereof to be their [illegible] act and deed as such officers and the notarial seal of said corporation, and that the corporate seal of said corporation was thereto affixed by its [illegible]

[illegible] my hand and official seal the last date aforesaid.

Notary Public

My commission expires on the 11 day of December AD 1966.

DOUGLAS COUNTY
SURVEYOR'S OFFICE

[illegible] ENGINEERS & ASSOCIATES
[illegible] ATTORNEYS
[illegible] BOISE CITY IDAHO

[illegible]

[illegible] of the Recorder of

[illegible]

[illegible] 1153 of Deeds

[illegible] 535

[illegible]

13-15-72 [illegible]

[illegible] 50

Tomahawk Hills 7th add

Plat and Dedication
Filed 8-4-62, in Book 1158 at Page 535, Instrument No. _____
X Grants a perpetual easement in favor of
X Omaha Public Power District,
U.S. West Communications
X 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.
Any additional info,
the erection and maintenance of their utilities

****

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

Filed 8-2-63, in Book 400 at Page 423, 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

****

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

Tomahawk Hills 7th add

Plat and Dedication
Filed 8-4-62, in Book 1158 at Page 535, Instrument No. _____
X Grants a perpetual easement in favor of
X Omaha Public Power District,
U.S. West Communications
X 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;
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and any cable company granted a cable television franchise system,
and /or

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

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