

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

January 12, 1954

THE UNDERSIGNED, Westchester Realty Co., a Nebraska corporation, being the owner of Lots One to Six (1 to 6) inclusive, Block Fifteen (15), in Westchester, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed, and held under and subject to the following conditions, restrictions, and easements, to wit:

1. All Lots above described now and in the future shall be used as residential Lots. Not more than One Residential structure and garage shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single site. Nuisance 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

2. No building shall be erected on said premises within Sixty (60) feet of the Front Lot Line, nor within Fifteen (15) feet of the Side Lot lines.

3. The main floor of all single story and every and one half dwellings shall cover a ground area of not less than 1200 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 720 square feet, exclusive of garages and porches.

4. All dwellings shall have an attached garage large enough to house two cars of standard size and of the same material and shall correspond in architecture with the dwelling.

5. A five (5) foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.

6. No fence shall be built in the front yard beyond the front line of any dwelling.

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

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

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

10. Each and every provision hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all its 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 makes 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 easements, restrictions, limitations, conditions, and covenants, and any and all purchasers may enforce them.

11. An easement across the north Twenty-Five (25) Feet of each of said lots is hereby reserved for the construction of a roadway from 94th Street to 96th Street, which easement shall be for the use and benefit and kept open and useable for said properties.

Signed this 12th day of January, A. D. 1954

WESTCHESTER REALTY CO.

*Robert W. Dillon* PRESIDENT

*Clifford J. Jensen* SECRETARY

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 12th day of January, 1954, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert W. Dillon, President, and Clifford S. Jensen, Secretary, of the WESTCHESTER REALTY CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of the said Corporation.

Witness my hand and official seal the date last aforesaid.



*Estelle M. Steckman*  
"NOTARY PUBLIC"

My Commission expires the 30 day of July 1960

16. 4.35.  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
31 DAY January 55 2:06 P.M. THOMAS J. COUGHLIN, REGISTER IN DEEDS

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 AUG -6 AM 8:46

RECEIVED



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Nebr Doc  
Stamp Tax

Date

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By

*Rush*

**THIS PAGE INCLUDED FOR INDEXING**

**PAGE DOWN FOR BALANCE OF INSTRUMENT**

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**MODIFICATION TO PROTECTIVE COVENANTS**

THIS MODIFICATION ("Modification") to the Protective Covenants, Conditions, Restrictions and Easements ("Covenants") governing blocks 12 and 14, Westchester, an addition to the City of Omaha, Douglas County, Nebraska shall be effective upon the execution of this Modification by the owners of a total of 14 lots located within said blocks 12 and 14,

**WITNESSTH:**

WHEREAS, on or about January 12, 1954, Westchester Realty Co., a Nebraska corporation, was the owner of all lots (individually, "Lot", and collectively, "Lots") located within blocks 12 and 14, Westchester, an addition to the City of Omaha, Douglas County, Nebraska, and on or about said date, Westchester Realty Co. adopted the Covenants for the purpose of establishing minimum standards for the construction of improvements upon each of said Lots; and

WHEREAS, a true and correct copy of said Covenants is attached hereto, marked Exhibit "A", and by this reference made a part hereof; and

WHEREAS, said Covenants were recorded at Book 295, Page 198 in the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska on January 31, 1955; and

WHEREAS, said Covenants provide in part that any residence constructed upon any Lot may not be constructed within sixty (60) feet of the front lot line; and

WHEREAS, Rebecca Jo Anderson has entered into an agreement to purchase Lot 1, Block 14, Westchester ("Property"), and Rebecca Jo Andersen has assigned to Sullivan Real Estate Group, L.L.C. all of her right, title and interest in and to said purchase agreement; and

WHEREAS, said purchase agreement is contingent upon a modification to said Covenants for the purpose of permitting the construction of a residence upon said Property within sixty (60) feet of the front lot line of said Property, provided, that any residence constructed upon the Property shall not be constructed within fifty (50) feet of the front lot line of said Property; and

WHEREAS, said Covenants provide in part that the Covenants may be modified in whole or in part, by written agreement among the then owners of the majority of Lots; and

WHEREAS, the modification of the Covenants for the purpose of permitting a fifty (50) foot set back from the front lot line will enhance the value of all of the Lots.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. **STATEMENTS OF FACT.** The statements set forth in the preamble of this Modification are positive statements of known fact.
2. **MODIFICATION OF COVENANTS.** Covenant 2 included within said Covenants is hereby modified only with respect to the Property, for the sole and specific purpose of permitting the construction of a residence upon said Property within sixty (60) feet of the front lot

line of said Property, provided, that any residence constructed upon said Property shall not be constructed with fifty (50) feet of the front lot line of said Property.

3. **RATIFICATION.** The signators to this Modification hereby ratify, affirm and confirm each and every covenant, condition, restriction and easement contained in said Covenants except as specifically provided in this Modification.

4. **COUNTERPARTS.** This Modification may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument with the same effect as if all signators executed the same signature page. Any signature page of this Modification may be detached from any counterpart of this Modification and attached to any other counterpart to constitute one document.

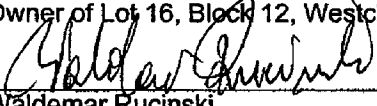
<i>SEE Attached</i> Robert I. Hadley Owner of Lot 1, Block 12, Westchester	John P. Major Owner of Lot 8, Block 12, Westchester
<i>SEE Attached</i> Frances M. Hadley Owner of Lot 1, Block 12, Westchester	Judy A. Major Owner of Lot 8, Block 12, Westchester
<i>SEE Attached</i> Steve E. Mikkelsen Owner of Lot 2, Block 12, Westchester	City of Omaha Owner of Lot 9, 10, 11, 20, Block 12, Westchester <i>Thomas C. Daschle</i>
Doyle A. Florke Owner of Lot 3, Block 12, Westchester	Thomas C. Daschle Owner of Lot 12, Block 12, Westchester <i>Delores M. Nath (Daschle)</i>
Cynthia A. Nordahl Owner of Lot 3, Block 12, Westchester	Delores M. Nath Owner of Lot 12, Block 12, Westchester <i>Daniel T. Jackson 3920698</i>
Sallee A. Farhart Owner of Lot 4, Block 12, Westchester	Daniel T. Jackson Owner of Lot 13, Block 12, Westchester <i>Mary Beth Jackson 3920698</i>
Wanda Blotcky Owner of Lot 5, Block 12, Westchester	Marybeth Jackson Owner of Lot 13, Block 12, Westchester <i>Paul D. Boschult</i>
<i>Donald A. Wall</i> Donald A. Wall Owner of Lot 6, Block 12, Westchester	Paul D. Boschult Owner of Lot 14, Block 12, Westchester <i>Myrtle M. Boschult</i>
<i>Rita M. Wall</i> Rita M. Wall Owner of Lot 6, Block 12, Westchester	Myrtle M. Boschult Owner of Lot 14, Block 12, Westchester <i>John R. Lindley</i>
<i>Evelyn L. Vogel</i> Evelyn L. Vogel Owner of Lot 7, Block 12, Westchester	John R. Lindley Owner of Lot 15, Block 12, Westchester

Myron A. Skarda  
Owner of Lot 16, Block 12, Westchester

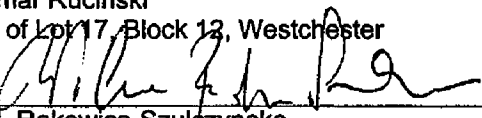
  
Eleanor A. Hohman  
Owner of Lot 2, Block 14, Westchester

State of Nebraska Department of Roads  
Owner of Lot 16, Block 12, Westchester

Thomas E. Doggett  
Owner of Lot 3, Block 14, Westchester

  
Waldemar Rucinski  
Owner of Lot 17, Block 12, Westchester

  
Norman E. Nolte  
Owner of Lot 4, Block 14, Westchester

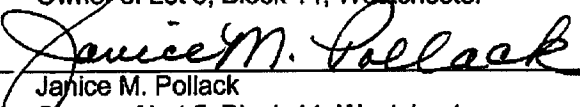
  
Ewa M. Rakowica-Szulczynaka  
Owner of Lot 17, Block 12, Westchester

Mary F. Nolte  
Owner of Lot 4, Block 14, Westchester

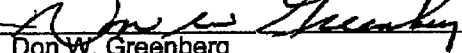
Jacqueline M. Clark  
Owner of Lot 18, Block 12, Westchester

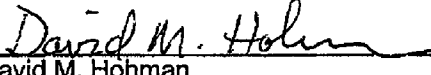
Lawrence P. Pollack  
Owner of Lot 5, Block 14, Westchester


  
Van C. Deeb  
Owner of Lot 19, Block 12, Westchester

  
Janice M. Pollack  
Owner of Lot 5, Block 14, Westchester

*SEE Attached*  
Sylvia Greenberg  
Owner of Lot 1, Block 14, Westchester

  
Don W. Greenberg  
Owner of Lot 6, Block 14, Westchester

  
David M. Hohman  
Owner of Lot 2, Block 14, Westchester

  
Nancy J. Greenberg  
Owner of Lot 6, Block 14, Westchester

STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF DOUGLAS    )

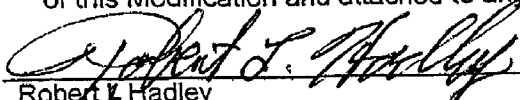
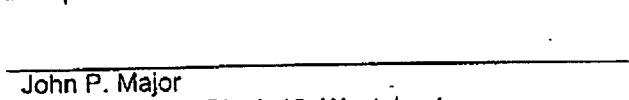
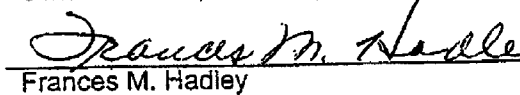
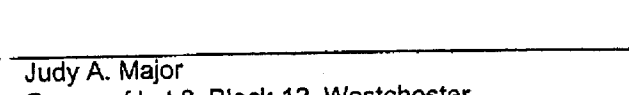
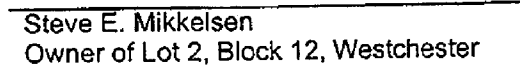
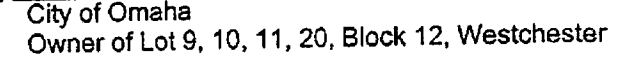
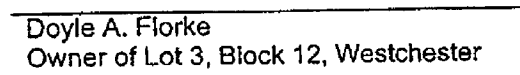
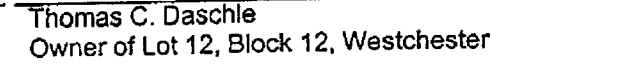
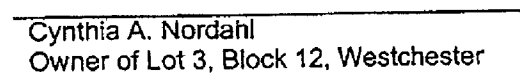
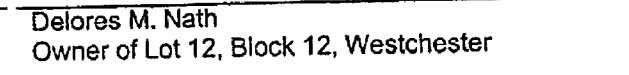

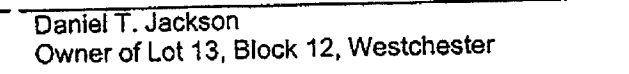
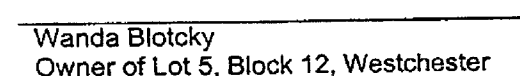
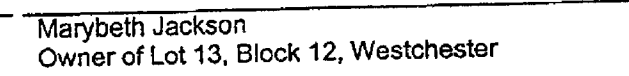

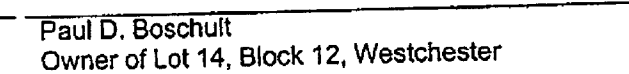

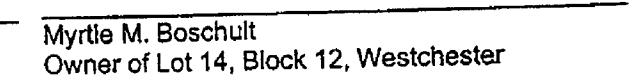
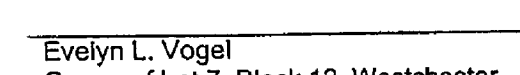
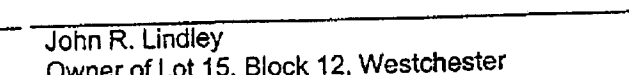
On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Robert L. Hadley and Frances M. Hadley, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

*SEE attached*  
\_\_\_\_\_  
Notary Public

line of said Property, provided, that any residence constructed upon said Property shall not be constructed with fifty (50) feet of the front lot line of said Property.

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John P. Major  
Owner of Lot 8, Block 12, Westchester

Frances M. Hadley  
Owner of Lot 2, Block 12, Westchester

Judy A. Major  
Owner of Lot 8, Block 12, Westchester

Steve E. Mikkelsen  
Owner of Lot 2, Block 12, Westchester

City of Omaha  
Owner of Lot 9, 10, 11, 20, Block 12, Westchester

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Owner of Lot 3, Block 12, Westchester

Thomas C. Daschle  
Owner of Lot 12, Block 12, Westchester

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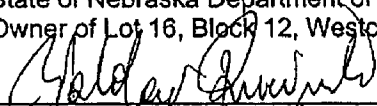


Myron A. Skarda  
Owner of Lot 16, Block 12, Westchester

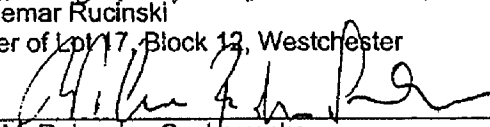
  
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State of Nebraska Department of Roads  
Owner of Lot 16, Block 12, Westchester

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Owner of Lot 17, Block 12, Westchester

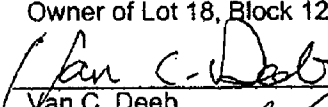
Norman E. Nolte  
Owner of Lot 4, Block 14, Westchester

  
Ewa M. Rakowica-Szuleczynska  
Owner of Lot 17, Block 12, Westchester

Mary F. Nolte  
Owner of Lot 4, Block 14, Westchester

Jacqueline M. Clark  
Owner of Lot 18, Block 12, Westchester

  
Lawrence P. Pollack  
Owner of Lot 5, Block 14, Westchester

  
Van C. Deeb  
Owner of Lot 19, Block 12, Westchester

  
Janice M. Pollack  
Owner of Lot 5, Block 14, Westchester

  
Sylvia Greenberg  
Owner of Lot 1, Block 14, Westchester

  
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Owner of Lot 6, Block 14, Westchester

  
David M. Hohman  
Owner of Lot 2, Block 14, Westchester

  
Nancy J. Greenberg  
Owner of Lot 6, Block 14, Westchester

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

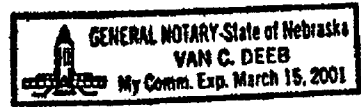
On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Robert L. Hadley and Frances M. Hadley, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Donald A. Wall and Rita M. Wall, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

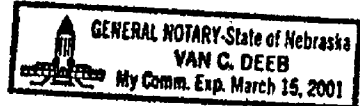
Van C. Deeb  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Evelyn L. Vogel, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

Van C. Deeb  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named John P. Major and Judy A. Major, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named \_\_\_\_\_, who is personally known to me to be the identical person whose name is affixed to the above instrument and he/she acknowledged said instrument to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 8<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Thomas C. Daschle and Delores M. Nath, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

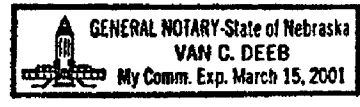


Rebecca Jo Anderson  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Daniel T. Jackson and Marybeth Jackson, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

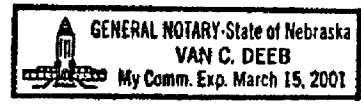
Van C. Deeb  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

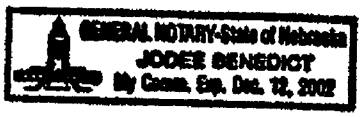
On this 9<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Paul D. Boschult and Myrtle M. Boschult, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

Van C. Deeb  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 7<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named John R. Lindley, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.



Jodie Benedict  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Myron A. Skarda, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

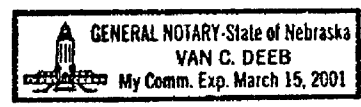
On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named \_\_\_\_\_ who is personally known to me to be the identical person whose name is affixed to the above instrument and he/she acknowledged said instrument to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Waldemar Rucinski and Ewa M. Rakowica-Szulczynaka, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

Van C. Deeb  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Jacqueline M. Clark, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

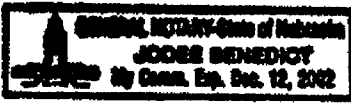
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 7<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Van C. Deeb, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

Joe Benedict  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )



On this \_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Sylvia Greenberg, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

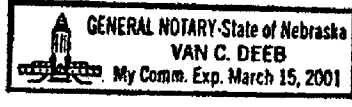
SEE Attached  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named David M. Hohman and Eleanor A. Hohman, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

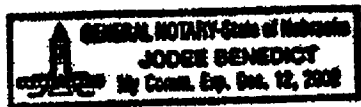
Van C. Deeb  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )



On this 7<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Thomas E. Doggett, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

Joe Benedict  
Notary Public



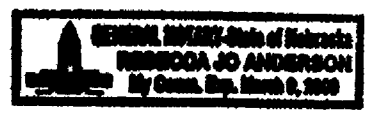
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Norman E. Nolte and Mary F. Nolte, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

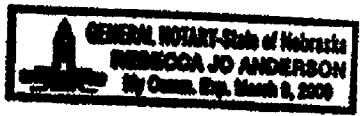
On this 6<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Lawrence P. Pollack and Janice M. Pollack, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.



Rebecca Jo Anderson  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of June, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Don W. Greenberg and Nancy J. Greenberg, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.



Rebecca Jo Anderson  
Notary Public

#185351

Myron A. Skarda  
Owner of Lot 16, Block 12, Westchester

Eleanor A. Hohman  
Owner of Lot 2, Block 14, Westchester

State of Nebraska Department of Roads  
Owner of Lot 16, Block 12, Westchester

Thomas E. Doggett  
Owner of Lot 3, Block 14, Westchester

Waldemar Rucinski  
Owner of Lot 17, Block 12, Westchester

Norman E. Nolte  
Owner of Lot 4, Block 14, Westchester

Ewa M. Rakowica-Szulczynaka  
Owner of Lot 17, Block 12, Westchester

Mary F. Nolte  
Owner of Lot 4, Block 14, Westchester

Jacqueline M. Clark  
Owner of Lot 18, Block 12, Westchester

Lawrence P. Pollack  
Owner of Lot 5, Block 14, Westchester

Van C. Deeb  
Owner of Lot 19, Block 12, Westchester

Janice M. Pollack  
Owner of Lot 5, Block 14, Westchester

Sylvia Greenberg  
Owner of Lot 1, Block 14, Westchester

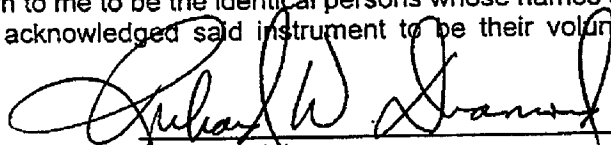
Don W. Greenberg  
Owner of Lot 6, Block 14, Westchester

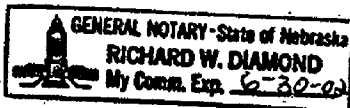
David M. Hohman  
Owner of Lot 2, Block 14, Westchester

Nancy J. Greenberg  
Owner of Lot 6, Block 14, Westchester

STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF DOUGLAS    )

On this 17 day of JUNE, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Robert L. Hadley and Frances M. Hadley, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

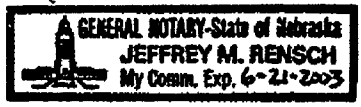




STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of JUNE, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Steve E. Mikkelsen, who is personally known to me to be the identical person whose name is affixed to the above instrument and he/she acknowledged said instrument to be his/her voluntary act and deed.

Jeffrey M. Rensch  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Doyle A. Florke and Cynthia A. Nordahl, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Sallee A. Farhart, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Wanda Blotcky, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Van C. Deeb, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 16 day of Feb, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Sylvia Greenberg, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged said instrument to be her voluntary act and deed.

*[Handwritten signature]*  
For Sylvia Greenberg

*[Handwritten signature]*  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named David M. Hohman and Eleanor A. Hohman, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public, in and for said county, personally came the above named Thomas E. Doggett, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

## PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.

THIS INDENTURE, Made this 20th day of July, 1950, between Robert W. Dillon, Laurence H. Myers and Ted Hicks, parties of the first part, and Westchester Realty Co. Party of the second part.

WITNESSETH, That in consideration of ONE BOLLAR, the conveyance of certain real estate by First Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Lots 4 to 11, inclusive, Block 3, Lots 8 to 12, inclusive, Block 4, Lots 1 to 3, inclusive, Block 5, Lots 1 to 11, inclusive, Block 6, all in Westchester, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single building site.
2. No building shall be erected on said premises within 60 feet of the street line bordering said premises, nor within 15 feet of the side lot lines.
3. The main floor of all single story and story and one-half dwellings shall cover a ground area of not less than 1350 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 900 square feet, exclusive of garages and porches.
4. All dwellings shall have an attached garage large enough to house two cars of standard size and of the same material and shall correspond in architecture with the dwelling. Said attached garage shall not be basement or tandem but shall be on ground surface level.
5. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.
6. No fence shall be built in the front yard beyond the front line of any dwelling.
7. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by Law, except that the initial period of 25 years plus all extensions shall not exceed 99 years.
9. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not affect any other provision.
10. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and all their 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. All deeds of conveyance by the undersigned, their heirs, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner may enforce them against any other owners or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.



SUPPLEMENTAL PROTECTIVE COVENANTS  
CONDITIONS, RESTRICTIONS AND EASEMENTS

The undersigned, constituting a majority of the owners of the below mentioned lots in Westchester, an Addition to the City of Omaha, Douglas County, Nebraska, do hereby amend and supplement the Protective Covenants, Conditions, Restrictions and Easements which are dated July 20, 1950, and recorded in Book 261 at Page 377 of the Deed Records in the office of the Register of Deeds of Douglas County, Nebraska. The undersigned do hereby amend and supplement said Protective Covenants, Conditions, Restrictions and Easements as follows:

1. These supplemental Protective Covenants, Conditions, Restrictions and Easements shall be applicable to the following described real property in Westchester Addition:  
Lots 4 to 11, inclusive, Block 3; Lots 8 to 12, inclusive, Block 4; Lots 1 through 8, inclusive, Block 5; and Lots 1 through 11, Lot 6.

2. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

3. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

4. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot, other than in a location out of public view or more than twenty feet to the rear of the front line of a single-family residence, without an express written Approval executed by Association through its Architectural Control Committee in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.

5. No advertising sign or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.

6. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot.

7. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in a location out of public view.

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8. No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot.

9. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot.

DATED this 25th day of January, 1979.

J. David McNeal  
Barbara S. McNeal

James W. Ambler  
Catherine K. Ambler

Steven H. Durham  
Barbara S. Durham

Margaret Sammandel

John R. West  
Mary C. West

John W. deRoos  
Joyce C. deRoos

Robert J. Reichel  
Lillian T. Reichel

Robert J. Reichel  
Lillian T. Reichel

William B. Brown  
Lillian B. Brown

Larry R. Henatsch  
Margaret Henatsch

Walter P. Palmer  
Lillian P. Palmer

John A. Bull  
Natalie C. Bull

Lemmie J. Johnson

Sada Van Dyke

James L. Thomson

Thomas D. Dwyer  
Lillian D. Dwyer

William H.

Ann T. A. Smith





STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 25 day of January, 1979,  
before me, the undersigned, a Notary Public in and for said County,  
in said State, personally appeared the foregoing persons, each to  
me personally known, who being by me duly sworn, acknowledged the  
execution of said instrument to be the voluntary act and deed of  
said persons.

WITNESS my hand and Notarial Seal the day and year first  
above written.

Steven H. Durham  
Notary Public

My Commission Expires:

Dec 19, 1982



Handwritten notes and stamps at the bottom left corner.

Handwritten notes at the bottom right corner.