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SUPPLEMENTAL PROTECTIVE COVENANTS

VIOLA VOORHEES, Widow
to
WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Viola Voorhees, sole owner of lots numbered 2 through 39 inclusive, 41 through 50 inclusive and lots 62, 63 and 66 in Cedar Hollow, a Subdivision located in part of the NW 1/4 and NE 1/4 of the SW 1/4, and part of the SW 1/4 of the NW 1/4 all in Section 10, Township 15 North, Range 10 East of the 6th PM, Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of said lots, does hereby covenant and declare that said lots numbered 2 through 39 inclusive, 41 through 50 inclusive and lots 62, 63 and 66 shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. These covenants are in addition to and supplement the Restrictive Covenants placed of record in Douglas County, Nebraska in December, 1973 and recorded in Book 530 at Page 331 of the Miscellaneous Records for said county.
2. Plantings or structures shall not be placed on the rear twenty-five feet of single family residential lots if said planting or structure obstructs the course of surface water drainage, unless said structure is required for levee protection as determined by Viola Voorhees or her agent.
3. With the exception of private driveways, all lots shall be graded to provide that all surface drainage from the lots shall be directed to the rear of the lots by way of the side lot lines.
4. The owner of each lot abutting the levee agrees to maintain the integrity of the levee by preserving vegetative cover. Should the vegetative cover be disturbed the lot owner shall be responsible and liable for the cost of levee repair adjacent to his property and shall construct acceptable fence to prevent and eliminate foot traffic on the levee. Owners of property abutting the levee shall be subject to enforcement of this provision by the Village Board of Trustees of Waterloo, Nebraska, the body having sole authority for maintenance of the levee.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Viola Voorhees, a widow, the owner of all of said real estate has executed these covenants this 17th day of August, 1974.

VIOLA VOORHEES, a Widow,
Owner.

Viola Voorhees

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county,
personally came Viola Voorhees, a widow, known to me to be the
identical person who signed the foregoing instrument and acknow-
ledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on January 11, 1974,
1974.

Notary Public

My commission expires January 11, 1975

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RECORDED AND INDEXED JAN 11 1974 9:38 AM COUNTY OF DOUGLAS, NEBRASKA
33 BY CLERK

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