81-399+

BOOK 538 PAGE 59

## 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 50 inclusive, and Lot 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 P.M., 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 50 inclusive, and Lot 66 shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

- 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, and in addition to the supplemental Covenants executed on the 21st day of January, 1974.
- 2. The owner of each lot abutting a drainageway easement agrees to maintain the drainageway previously established. The owner further agrees to remove or cause to be removed any obstruction to such drainageway easement.
- 3. The owner of each lot agrees to grade and shape the ground in front of each dwelling to cause the ground level at the front of the dwelling to be not less than 6 inches above the curb line located at the immediate front of the dwelling.
- 4. The owner of each lot agrees to verify the location and depth of the sanitary sewer stubout prior to establishing the elevation of the proposed dwelling.

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  $\underline{8}$  day of  $\underline{1974}$ .

VIOLA VOORHEES, a Widow, Owner.

Viola Vanhuer

STATE OF NEBRASKA )

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 acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on

1974.

Carl C Hanas A

My commission expires: (111911:11/1977

C LIDE C. HANNAH
GENERAL NOTARY
Bross of Kebreska
My Commission Expires
AUTUST 11, 1977

RECEIVED

1974 JUN 18 A: 8: 42

RESIDENCE OF THEES

3. See the second secon

ME STATE OF PRECISE OF

By

يتوريد ميد ميدي