

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. Nonnoxious 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 sturcture 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 story 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, opeation 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 judgement, decree or order of any court, or otherwise, shall/no wise affect any other provision which shall remain in full forre 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.

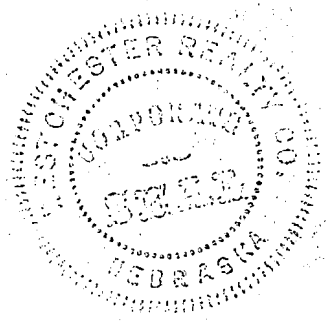
11. An easement across the north Twenty-Five (25) Feet of each of said lots is hereby reserved for the construction of a roadway from 94th Street to 96th Street, which easement shall be for the use and benefit and kept open and useable for said properties.

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

WESTCHESTER REALTY CO.

Robert W. Dillon PRESIDENT

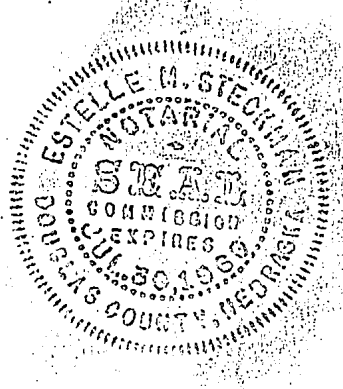
Clifford L. Jensen SECRETARY



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 1955 AT 2:06 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

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