

SUPPLEMENTAL PROTECTIVE COVENANTS

CONDITIONS AND RESTRICTIONS

The undersigned 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 April 24, 1951, and recorded in Book 268 at Page 311 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 2, 3, 4, 8, 9 and 10, Block 8.

2. 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.

3. No barn, shack, tent or trailer will be maintained or used as a residence on any lot at any time. (A single storage shed constructed in a workmanlike manner with new materials, approximately matching those of the dwelling on such lot, will be permitted in the rear yard only.)

4. 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 permitted construction on such lot. No junk, rubbish, waste material or other refuse will be abandoned, stored, or otherwise maintained on any lot.

5. No slide, swing or other play or recreational equipment (other than driveway basketball hoops) 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 the single-family residence on such lot. 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.

6. 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. No field crops or vegetable gardens will be permitted in the front yard of any lot.

7. No prominent or conspicuous collection or installation of decorative artificial animals, birds or fowl, wagon wheels, windmills, or other artificial objects will be permitted in any front or side yard of any lot at any time. No "His" and "Her" signs will be painted, installed or permitted on the front of any garage.

8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home or motorhome, jeep or motorcycle, or commercial truck or commercial van or commercially lettered truck or van will be maintained, stored or kept on any lot for more than fifteen(15) days in any one calendar year, unless the same is completely enclosed within the garage on such lot, from public view. No grading or excavating equipment or other heavy machinery or equipment or aircraft of any kind will be stored outside the garage or in any manner left exposed on any lot at any time. No repair of automobiles, motorcycles, or any other vehicles or machinery, will be permitted outside of garages on any lot for more than twenty-four (24) hours at any one time.

9. No advertising sign or poster other than a single conventional real estate sign advertising such lot or house thereon for sale, or temporary political signs, will be permitted on any lot.

10. No animals, livestock, birds, fowl or poultry of any kind will be bred, kept, or otherwise maintained on any lot except that dogs, cats, or other household pets in reasonable number may be kept provided they are not kept, bred or maintained for commercial purposes.

11. No dwelling shall be moved from outside of Block 8, Westchester Addition, to any lot in Block 8 of said Westchester Addition.

Except as specifically altered or amended herein, the Protective Covenants, Conditions, Restrictions and Easements described in the first paragraph hereof, dated April 24, 1951, and recorded in Book 268 at Page 311 of said Deed Records shall remain in full force and effect. Notwithstanding the provisions of paragraph 8 thereof, said original Protective Covenants, Conditions, Restrictions and Easements, together with these Supplemental Protective Covenants, Conditions and Restrictions, shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of this instrument. 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 said lots, executed and recorded in the manner provided by law, except that the initial periods hereof plus all extensions shall expire January 1, 2050.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the dates hereinafter set forth.

Kenneth R. Boyer
Phyllis C. Boyer
Lot 2, Block 8

9313 Davenport
9313 Davenport

David L. Morgan
Margery H. Morgan
Lot 3, Block 8

9325 Davenport
9325 Davenport

C. S. Poots
Muriel Poots
Lot 4, Block 8

9341 Davenport
9341 Davenport

Donald L. Sedgwick
Edna J. Sedgwick
Lot 9 Block 8

9517 Davenport
9517 Davenport

Fred A. Sacco
Marge A. Sacco
Lot 8, Block 8

9505 Davenport
9505 Davenport

Leonard C. Chamberlin
Lot 10, Block 8

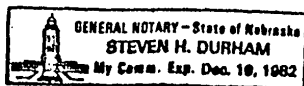
9529 Davenport

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 18th day of September, 1979, before me, a Notary Public qualified for said county, personally came Kenneth R. Boyer and Phyllis C. Boyer, David L. Morgan and Margery H. Morgan, C. S. Poots and Muriel Poots, Donald L. Sedgwick and Edna J. Sedgwick, Fred A. Sacco and Marge A. Sacco, and Leonard C. Chamberlin, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Steven H. Durham
Notary Public



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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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