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PROTECTIVE AND RESTRICTIVE COVENANTS,

WESTMONT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

WHEREAS, the undersigned are the owners of all of the lots and blocks in Westmont, a Subdivision in the County of Sarpy, State of Nebraska, except Lot 1, Block 4 of such Subdivision, and are desirous of placing proper restrictions on the lots and blocks in said Subdivision.

NOW, THEREFORE, the following restrictions are hereby placed upon all of the lots and blocks in said Subdivision, except Lot 1, Block 4:

FILED FOR RECORD IN SARPY COUNTY NEBR. Mar. 13 1954 AT 9 O'CLOCK A.M. REGISTER OF DEEDS

- (1) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.
- (2) No unused building material, junk or rubbish shall be left exposed on any lot, except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot and no part of any lot shall be used for automobile junk piles or storage of any kind of junk or waste material, whether or not such items or material pertain to residence or operation otherwise permitted.
- (3) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

NOW, THEREFORE, in addition to the above restrictions, the following restrictions are hereby placed upon the following lots and blocks in said Subdivision:

The following restrictions apply to Lots 2 through 11, Block 1; Lots 3 through 26, Block 2; Lots 1 through 16, Block 3; Lots 2 through 17, Block 4; All of Blocks 5 and 6; Lots 4 through 13, Block 7; Lots 1 and 2, Block 16; and All of Block 17.

- (4) No house shall be moved from outside of Westmont Subdivision

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- to any lot within such subdivision.
- (5) No change of grade exceeding eighteen inches shall be made upon any such lot.
 - (6) No houses or garages shall be erected on any lot nearer than 35 feet to its front line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building.
 - (7) No building shall have a plain or painted exposed poured concrete or concrete block foundation facing any street.
 - (8) No building shall have an exposed metalbestos flue provided, however, that a metalbestos flue may be used if enclosed in a rectangular chimney housing.
 - (9) No house shall be constructed or placed on any lot unless it has a basement, attached or detached garage large enough to house at least one automobile.
 - (10) When any building shall be constructed upon any lot, the owner thereof shall cause the entire lot not covered by buildings, driveways or sidewalks to be sodded or seeded and suitably planted within one year after construction of such building is completed and all such lots and yards shall be kept and maintained in a neat and attractive manner.

These covenants shall run with the land and shall be binding on all present and future owners of all or any part of the above described real estate for a period of ten years from the date these covenants are recorded. After such ten-year period, these covenants shall automatically be extended for an additional five years unless a majority of the then existing property owners, execute an agreement that such covenants and restrictions shall no longer be in effect.

If the present or future owners of any of said lots or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such

covenant and either to prevent him or them from so doing or to enforce such covenants or to recover damages for such violation.

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

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, have caused these presents to be duly executed this 10th day of March 1964.

SOUTHROADS CORPORATION

BY Joseph E. Thornton
President



Ronald Dwyer
Secretary

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came JOSEPH E. THORNTON, President of Southroads Corporation, to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants and Restrictions and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the Corporation and that the Corporate seal of the said Corporation was hereto affixed by its authority.

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

Mary Dolores White
Notary Public

