

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned parties are the owners of the fee simple title to all of Lots One (1) to Three Hundred Eleven (311), both inclusive, in Westridge, a subdivision in Douglas County, Nebraska, as originally surveyed, platted and recorded. The undersigned do hereby wholly revoke, release and forever cancel certain Protective Covenants dated September 22, 1958 and recorded October 7, 1958, in Book 332 at Page 299 of the Miscellaneous Records in the Office of the Register of Deeds of Douglas County, Nebraska, and further wholly release, revoke and forever cancel certain Supplemental Covenants executed September 23, 1958, recorded October 7, 1958, in Book 335 at Page 301 of the Miscellaneous Records in the Office of the Register of Deeds of Douglas County, Nebraska.

In substitution and replacement of the covenants above cancelled, released and revoked, the undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1990.

Lots Nineteen (19) to Twenty-three (23), both inclusive; Lots Forty-five (45) to Two Hundred Fifty-eight (258), both inclusive; Lots Two Hundred Sixty-two (262) to Two Hundred Sixty-seven (267), both inclusive; Lots Two Hundred Ninety-four (294) to Three Hundred Three (303), both inclusive, all in Westridge, a subdivision in Douglas County, Nebraska.

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 recover damages or other dues 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.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to single-family use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any lot nearer than thirty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot; provided however that as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser lot area or a lesser front or side yard, then the determination of said Board shall automatically supersede and amend the above covenants as to such lot or lots.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

E. On Lots Nineteen (19) to Twenty-three (23), both inclusive; Lots Forty-five (45) to Sixty-seven (67), both inclusive; Lots One Hundred Eighty (180) to One Hundred Eighty-four (184), both inclusive; Lots Two Hundred Fourteen (214) to Two Hundred Seventeen (217), both inclusive; Lots Two Hundred Forty-two (242) to Two Hundred Forty-five (245), both inclusive, and Lots Two Hundred Ninety-eight (298) to Three Hundred Three (303), both inclusive, in said addition, the ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story structure nor less than 750 square feet for a one and one-half story structure.

On Lots Ninety-seven (97), Ninety-eight (98) and Ninety-nine (99) and Lots One Hundred One (101) to One Hundred Eleven (111), both inclusive, in said addition, the enclosed living area of residential structures, exclusive of open porches and garages, shall be not less than 1200 square feet of floor space.

On Lots Ninety-four (94), One Hundred (100) and Lots One Hundred Thirty (130) to One Hundred Forty (140), both inclusive, and Lots One Hundred Twelve (112) and One Hundred Thirteen (113) in said addition, the enclosed ground floor living area of residential structures, exclusive of open porches and garages, shall be not less than 980 square feet of floor space for a one-story house nor less than 750 square feet for a one and one-half story or two-story house.

On Lots One Hundred Twenty-nine (129), One Hundred Twenty-eight (128), One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116) and Lots One Hundred Fifty-six (156) to One Hundred Sixty-two (162), both inclusive, in said addition, the enclosed ground-floor living area of residential structures, exclusive of open porches and garages, shall be not less than 950 square feet of floor space for a one-story house nor less than 750 square feet for a one and one-half story or two-story house.

On Lots Sixty-eight (68) to Ninety-three (93), both inclusive, Lots Ninety-five (95) and Ninety-six (96); Lots One Hundred Seventeen (117) to One Hundred Twenty-seven (127), both inclusive; Lots One Hundred Forty-one (141) to One Hundred Fifty-five (155), both inclusive; Lots One Hundred Sixty-three (163) to One Hundred Seventy-nine (179), both inclusive; Lots One Hundred Eighty-five (185) to Two Hundred Thirteen (213), both inclusive; Lots Two Hundred Eighteen (218) to Two Hundred Forty-one (241), both inclusive; Lots Two Hundred Forty-six (246) to Two Hundred Fifty-eight (258), both inclusive; Lots Two Hundred Sixty-two (262) to Two Hundred Sixty-seven (267), both inclusive; Lots Two Hundred Ninety-four (294) to Two Hundred Ninety-seven (297), both inclusive, in said addition, the ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 925 square feet for a one-story house nor less than 750 square feet for a one and one-half story house.

F. Public concrete sidewalks, four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots, except that no sidewalks need be constructed adjacent to 84th Street or Paddock Road or Papillon Parkway and except that no sidewalks need be constructed along the east line of Lot Sixty-five (65) nor along the west line of Lot Sixty-four (64). The sidewalk edge nearest the lot line shall be one foot outside the lot line. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot.

G. A perpetual license is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public

Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrument-
 alities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

IN WITNESS WHEREOF, each of the undersigned have executed this instrument on the 19th day of December, 1958 and have placed opposite their signatures the lots owned by them in said addition:

- | | | Lots |
|---|---|------------------------------------|
| <i>William H. Bradshaw</i>
William H. Bradshaw | <i>Barbara Bradshaw</i>
Barbara Bradshaw | 45 |
| husband and wife | | |
| <i>Warren C. Larson</i>
Warren C. Larson | <i>Joyce E. Larson</i>
Joyce E. Larson | 46 |
| husband and wife | | |
| <i>Clarence T. Welch</i>
Clarence T. Welch | <i>Sharon A. Welch</i>
Sharon A. Welch | 47 |
| husband and wife | | |
| <i>Richard S. Lorimer</i>
Richard S. Lorimer | <i>Carol Lorimer</i>
Carol Lorimer | 48 |
| husband and wife | | |
| <i>John R. Harriman</i>
John R. Harriman | <i>Leora Harriman</i>
Leora Harriman | 49 |
| husband and wife | | |
| <i>Clifford L. Larson</i>
Clifford L. Larson | <i>Irene J. Larson</i>
Irene J. Larson | 50, 51, 54, 56,
61, 300 and 303 |
| husband and wife | | |
| <i>Kenneth G. Hegmeier</i>
Kenneth G. Hegmeier | <i>Mary C. Hegmeier</i>
Mary C. Hegmeier | 52 |
| husband and wife | | |
| <i>Robert L. Reagan</i>
Robert L. Reagan | <i>Barbara Jean Reagan</i>
Barbara Jean Reagan | 53 |
| husband and wife | | |
| <i>Clarence Saitta</i>
Clarence Saitta | <i>Annette L. Saitta</i>
Annette L. Saitta | 57 |
| husband and wife | | |
| <i>Louis Joseph Turco</i>
Louis Joseph Turco | <i>Cleo Turco</i>
Cleo Turco | 58 |
| husband and wife | | |

Lots

Roger E. Payne Norma J. Payne
Roger E. Payne Norma J. Payne
husband and wife

59

Robert L. Glenn Carolyn J. Glenn
Robert L. Glenn Carolyn J. Glenn
husband and wife

60

Glenn B. Williams Sally H. Williams
Glenn B. Williams Sally H. Williams
husband and wife

63

F. W. Smith, Trustee
F. W. Smith, Trustee

64, 65, 66,
301 and 302

MORIN CONSTRUCTION CO. Attest:



Marion Mary E. Morin
Marion Mary E. Morin
Secretary

70

Donald A. Lueders Evelyn J. Lueders
Donald A. Lueders Evelyn J. Lueders
husband and wife

73 and 74

Philip J. Hofschire Marie Hofschire
Philip J. Hofschire Marie Hofschire
husband and wife

84 and 91

L. A. Thornton Mary Anne Thornton
L. A. Thornton Mary Anne Thornton
husband and wife

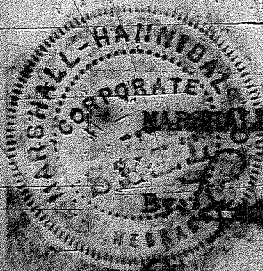
90, 107, 108, 113,
126, 159, 177, 179,
186, 187, 188, 191,
192, 196, 200, 203,
207, 208, 212, 223,
247, 248, 249, 263,
264, 265, 295, 296

Robert A. Pink Lucille Pink
Robert A. Pink Lucille Pink
husband and wife

Robert K. Adams, Trustee
Robert K. Adams, Trustee

85, 105, 115, 117,
124, 168, 172, 176,
178, 184, 189, 201,
202, 210, 218, 219,
220, 250, 266

MARSHALL HANNIBAL CO. Attest:



Jack W. Marshall
Jack W. Marshall
Secretary

86 and 87

Russell L. Hannibal Lois I. Hannibal
Russell L. Hannibal Lois I. Hannibal
husband and wife

106, 116, 150, 173,
199, 262, 213

Jack E. Gates Nadine E. Gates
Jack E. Gates Nadine E. Gates
husband and wife

114, 149, 174, 190,
195, 197, 209, 211,
246, 297

Emiel Ernest Schultz
 Emiel Ernest Schultz *Dorothy A. Schultz*
 Dorothy A. Schultz
 husband and wife 147

Gordon K. Dryden
 Gordon K. Dryden *Bonnie B. Dryden*
 Bonnie B. Dryden
 husband and wife 175

Norman H. Fredericks
 Norman H. Fredericks *Betty Fredericks*
 Betty Fredericks
 husband and wife 181

Martin James Smith
 Martin James Smith *Joan R. Smith*
 Joan R. Smith
 husband and wife 182

THORNTON CONSTRUCTION CO. Attest:

W. J. Thornton
 W. J. Thornton *W. J. Thornton*
 President Secretary 183

Howard Lebbert
 Howard Lebbert *Harriet K. Lebbert*
 Harriet K. Lebbert
 husband and wife 185

Howard E. Gates
 Howard E. Gates *Birdie F. Gates*
 Birdie F. Gates
 husband and wife 214, 215, 216, 217,
 243, 244, 245, 298
 and 299

George J. Bignia
 George J. Bignia *Beatrice R. Bignia*
 Beatrice R. Bignia
 husband and wife 237

Robert R. Root
 Robert R. Root *Luthea Ann Root*
 Luthea Ann Root
 husband and wife 238

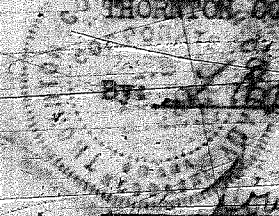
C. E. McMahon
 C. E. McMahon *Betty L. McMahon*
 Betty L. McMahon
 husband and wife 241 and 242

Julius M. Hurstad
 Julius M. Hurstad *Edith B. Hurstad*
 Edith B. Hurstad
 husband and wife 254 and 255

CORNHUSKER HOMES CO. Attest:

W. D. DeLaney
 W. D. DeLaney *W. D. DeLaney*
 President Secretary

Owner of all lots in said addition except those specified above as owned by the other parties.



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me the undersigned, a Notary Public in and for said County, personally appeared RUSSELL L. HANNIBAL, President of Marshall-Hannibal Co.; EDWARD C. MORIN, President of Morin Construction Co.; L. A. THORNTON, President of Thornton Construction Co. and DON DECKER, President of Cornhusker Homes Co., and they did severally acknowledge that they did each execute the foregoing instrument as the President of their respective corporations, and that their execution of said instrument was their voluntary act and deed as such officer and the voluntary act and deed of said corporations, and each did acknowledge that his execution of the foregoing instrument was with the authority of the Board of Directors of each said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska on the day and year last above written.

My Commission Expires:
22 March 1959

Monroe J. Kubit
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me the undersigned, a Notary Public in and for said County, personally appeared each and all of the individual persons who executed the foregoing instrument on Pages 3, 4 and 5 thereof (excepting only those persons who executed said instrument on behalf of the following corporations: Morin Construction Co., Marshall-Hannibal Co., Thornton Construction Co. and Cornhusker Homes Co.), each and all of the foregoing persons being personally known to me to be the identical persons who executed the foregoing instrument, and they did jointly and severally acknowledge their execution of said instrument as their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska on the day and year last above written.

My Commission Expires:
22 March 1959

Monroe J. Kubit
Notary Public

12. 9 Jan. 1959 AT 3:50 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 63.90