

10238

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
N. E. Copple, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Lincoln,
County of Lancaster, State of Nebraska, which is more particularly
described as:

Westbrook Addition to Lincoln, Lancaster
County, Nebraska

NOW THEREFORE, Delarant hereby declares that all of the pro-
perties described above shall be held, used, improved, sold and
conveyed subject to the following easements, restrictions, covenants,
terms and conditions, which are for the purpose of protecting the
value, usability, attractiveness and desirability of, and which
shall run with, the real property and be binding on all parties
having any right, title or interest in the described properties or
any part thereof, their heirs, administrators, successors and
assigns, and shall inure to the benefit of each owner thereof.

USE RESTRICTIONS

1. All lots herein described shall be used for single family dwellings.
2. All dwellings shall be situated on such lots in such manner as to comply with the applicable set back requirements of the recorded plat of Westbrook Addition to Lincoln, Lancaster County, Nebraska, and any other set back requirements imposed by law.
3. Not more than one living unit shall be built upon any lot.
4. No out building, storage building, trailer, mobile home modular home, barn, or any other structure, other than a single family swelling with garage, shall be erected, placed or parked upon any lot; nor shall there be a visible T.V. antenna upon any lot. Nor shall any utility meter be placed between the street and the street side of the house.
5. No mobile home, motor home, camper, boat or other recreational vehicle, or mobile or motorized living unit of any kind or description shall be parked or stored on any lot.

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

7. No commercial, industrial or professional trade or activity, whether carried on for profit or not, shall be conducted on any lot. This prohibition shall include, but not be limited to beauty shops, work shops, automobile repair shops, or any form of home or cottage industry.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are properly licensed.

9. No nuisance, advertising sign, bill board, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way, or for any purpose, which may endanger the health, or unreasonably disturb the quiet of any other persons in the neighborhood, except the developer reserves the right to erect and maintain signs for the purpose of advertising and informing the public of the sale of the various lots and properties located within the subdivision, and at the entrances to the subdivision, to identify the subdivision.

10. The construction of a dwelling and/or garage or any addition to dwelling or garage shall not be started until written approval is first secured from the developer, of the residential and/or garage building plans, which must show the size, exterior material, color, design, landscaping and plot plan indicating the location and elevation of the dwelling upon the lot or lots. The developer reserves the right to approve or reject any building plans, if in his opinion, the size, material, color, design, landscaping and plot plan and elevation do not conform to the general standard and value of the development in the subject area. To insure the enforcement of this provision, one set of plans, receipt of which must be signed by the owner, shall be left on permanent file with the developer.

11. By purchasing a lot within this subdivision, each purchaser acknowledges receiving notice that the developer intends to develop

a commercial and shopping center at the intersection of Coddington Avenue and West "A" Streets and agrees that such commercial and shopping center will serve a beneficial purpose and will be in the best interests of the public generally, and will serve the needs of the residents of the Westbrook Addition.

12. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

13. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty years from the date of this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set his hand and seal this 1st day of

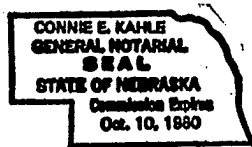
September, 1977.

N. E. Copple

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 1st day of September, 1977, before me, the undersigned, a Notary Public, in and for the State of Nebraska, personally came N. E. Copple, to me known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal at Lincoln, in said County, the day and year last above written.



Connie E. Kahle
Notary Public

LANCASTER COUNTY NEBR.
Kamille L. Ferguson
REGISTER OF DEEDS
1978 APR 27 PM 3:33

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 78- 10238

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misc.

\$14.25

*Conte.
Newt Copple.
620 No. 48th (04)*