

AMENDED  
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, WEST GATE, INC., a corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as the COMPANY, being the owner of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to-wit: Lots 1 through 34 inclusive, Block 1, except Lots 22 and 25, Block 1; Lots 1 through 11 inclusive, Block 2; Lots 1 through 23 inclusive, Block 3; Lot 1, Block 4; Lots 1 and 2, Block 5; and Lot 1, Block 6; all in Cripple Creek Addition, a subdivision in the City of Lincoln, Lancaster County, Nebraska, do hereby create, adopt, and establish the following restrictions against and upon all of said lots and real estate, to-wit:

1. All lots herein described shall be used exclusively for private, single family dwellings, not to exceed two stories in height, and a private garage of a maximum three-car capacity, which such garage may be either attached to or detached from the dwelling. Additionally, a storage shed is permitted.

2. No dwelling shall be located on any lot nearer than 30 feet to the front lot line nor nearer than 10 feet to a side lot line. In the case of a corner lot, the dwelling shall not be nearer than 30 feet to the side street lot line. No detached garage building or other outbuilding shall be nearer than 60 feet to the front lot line nor nearer than two feet to the side lot line. In case of a corner lot, the garage or other outbuilding shall not be nearer than 30 feet to the side street lot line.

3. The groundfloor area of the main dwelling building, exclusive of open porches, terraces, and garages, shall not be less than 800 square feet in area in the case of a one and one-half story or two-story dwelling; nor less than 1,200 square feet in area in the case of a one-story dwelling; and the exterior of any dwelling erected on any lot shall consist of not less than 25% of brick veneer or stone veneer.

4. Not more than one dwelling and garage shall be built upon any lot except that nothing herein contained shall prevent the construction of one dwelling and garage on a portion of two or more lots; in such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.

5. The construction of a dwelling or garage/<sup>or outbuilding</sup> shall not be commenced until written approval is first secured from the Company, of the building plans, which said plans must show the size, exterior material, design and plot plan, and indicate the location of the dwelling and garage upon the lots. The Company reserves unto

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itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. To insure the enforcement of this provision, one set of said plans, signed by the owner shall be left on permanent file with the Company. This provision shall remain in full force and effect until at least January 1, 1995, and shall thereafter continue in full force and effect until terminated by the Company.

6. Each lot owner, within 60 days after his dwelling is ready for occupancy, shall plant in the front yard at least one upright evergreen with a caliper of at least one inch and one pin oak with a minimum caliper of one and one-half inches and shall nourish and maintain the same. Each lot owner within one year from the date that his dwelling is ready for occupancy shall plant three additional trees and nourish and maintain the same.

7. 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.

8. No trailer, basement, tent, shack, barn, or any other outbuilding, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

9. No house or building which has been prefabricated (except approved modular home) shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto any building lot, except that the Company may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision.

10. No nuisance, advertising sign, billboards, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any of 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 holder or owner of any adjoining lot; this covenant shall not prevent the Company from placing signs advertising the lots on the subdivision upon any lots owned by the Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.

11. 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.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat Cripple Creek Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

13. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any dwelling shall be hereafter erected or placed thereon so that all of the same may conform to the general plan.

14. The herein enumerated restrictions rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions and shall run with the land and shall bind the several owners until the 1st day of January, 1999, in any event and continuously thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to all of the land on both sides of the street within the block in which is located the property, the use of which is sought to be altered by such proposed change.

15. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

16. The invalidation of any one of these covenants by any judgment of any court shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

17. Notice is given that the owner of the NE 1/4 of Section 18, Township 9N, Range 7E of the 6th P.M., Lancaster County, Nebraska on the Southwest corner of Old Cheney Road and South 40th Street desires to plan and construct a regional multi-use shopping center.

Dated this 13<sup>th</sup> day of September, 1979.

ATTEST:

*Barbara J. McGoff*

WEST GATE, INC.

By:

*S. Edward Copple*  
S. Edward Copple, President



STATE OF NEBRASKA  
LANCASTER COUNTY

On this 18<sup>th</sup> day of September, 1979, before me the undersigned Notary Public in and for said State and County, personally appeared S. EDWARD COPPLE, to me personally known to be the President of WEST GATE, INC., a corporation, and the identical person who signed and executed the foregoing instrument on its behalf, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the said WEST GATE, INC., a corporation, and that its corporate seal was hereunto affixed by lawful authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13<sup>th</sup> day and year last above written.

My commission expires: 9-27-81

*Barbara J. McGoff*  
NOTARY PUBLIC



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245,249

*MCC*

INDEXED  
MICRO-FILED  
GENERAL

LANCASTER COUNTY PA. OR.  
REGISTER OF DEEDS

16 J SEP 20 AM 8:21

RECORDED & INDEXED  
FILED IN REC'D AS

INST. NO. 79 24657

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