

37-186

AMENDMENT TO
PROTECTIVE COVENANTS
HIGH VIEW ESTATES

TO WHOM IT MAY CONCERN:

The undersigned, Millard Margolin and Joan Margolin, husband and wife, Carl Braverman and Shirley Braverman, husband and wife, Warren S. Zweiback and Judy G. Zweiback, husband and wife, and Norman Abrahamson and Louise Abrahamson, husband and wife, being the owners of all of the lots described as follows, to wit:

Lots 1 thru 22, inclusive, Block 1, High View Estates; Lots 1 thru 12, inclusive, Block 2, High View Estates; Lots 1 thru 17, inclusive, Block 3, High View Estates, all as surveyed, platted, and recorded, Sarpy County, Nebraska,

do hereby make, declare, and publish these amendments to the protective covenants relating to the above-described property, which protective covenants were filed on the 1st day of August, 1966, and recorded in Book 37 of the Miscellaneous Records, Page 67 of the records of the Register of Deeds of Sarpy County, Nebraska, to wit:

1. Paragraph 2 of said protective covenants, which reads as follows:

"No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars."

was included in said protective covenants by mistake and it is

hereby agreed by and between all of the owners of the above-described property that such paragraph 2 is hereby deleted from the protective covenants relating to the above-described property.

FILED FOR RECORD IN SARPY COUNTY NEBR. *Sept 7 1966* AT 10 O'CLOCK AM 550
AND RECORDED IN *BOOK 37* OF *RECORDS* PAGE *186* *Alvin Dambien* REGISTER OF DEEDS

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2. It is further agreed that all of the other provisions of the protective covenants relating to High View Estates filed on the 1st day of August, 1966, in Book 37 of the Miscellaneous Records, at Page 57, of the Register of Deeds of Sarpy County, Nebraska, shall be and continue in full force and effect.

Dated this _____ day of August, 1966.

Millard Margolin
MILLARD MARGOLIN

Joan Margolin
JOAN MARGOLIN
Husband and Wife

Carl Braverman
CARL BRAVERMAN

Shirley Braverman
SHIRLEY BRAVERMAN
Husband and Wife

Warren S. Zweiback
WARREN S. ZWEIBACK

Judy G. Zweiback
JUDY G. ZWEIBACK
Husband and Wife

Norman Abrahamson
NORMAN ABRAHAMSON

Louise Abrahamson
LOUISE ABRAHAMSON
Husband and Wife

37-188

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

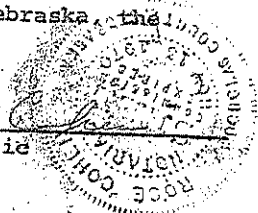
On this 25 day of August, 1966, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Millard Margolin and Joan Margolin, husband and wife, and Warren S. Zweiback and Judy G. Zweiback, husband and wife, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing - Amendment to Protective Covenants to be their voluntary act and deed.

WITNESS my hand and official seal, in Omaha, Nebraska, the 11th day of August, 1966, the date last aforesaid.

My Commission expires:

11/27/80

Rose C. Hoelt
Notary Public



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

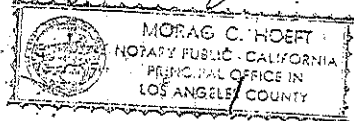
On this 22nd day of August, 1966, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Carl Braverman and Shirley Braverman, husband and wife, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Amendment to Protective Covenants to be their voluntary act and deed.

WITNESS my hand and official seal, in Los Angeles, California, the date last aforesaid.

My Commission expires:

Notary Public - California
in and for the State of California
My Commission Expires 10/16, 1970

Morag C. Hoelt
Notary Public



STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

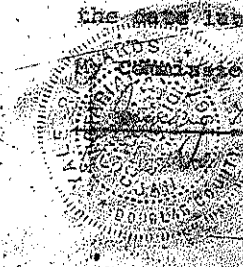
On this 25 day of August, 1966, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Norman Abrahamson and Louise Abrahamson, husband and wife, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Amendment to Protective Covenants to be their voluntary act and deed.

WITNESS my hand and official seal, in Sarpy County, Nebraska, the date last aforesaid.

My Commission expires:

11/27/80

Voltaire
Notary Public



PROTECTIVE COVENANTS

HIGH VIEW ESTATES

TO WHOM IT MAY CONCERN:

The undersigned, Millard Margolin and Joan Margolin, husband and wife, Carl Braverman and Shirley Braverman, husband and wife, and Warren S. Zweiback and Judy G. Zweiback, husband and wife, being the owners of all of the lots described as follows, to wit:

Lots 1 thru 22, inclusive, Block 1, High View Estates; Lots 1 thru 12, inclusive, Block 2, High View Estates; Lots 1 thru 17, inclusive, Block 3, High View Estates, all as surveyed, platted, and recorded, Sarpy County, Nebraska.

do hereby make, declare, and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following conditions, restrictions, and easements, to wit:

1. All of said lots shall be used as single-family and duplex two-family residential lots and not more than one single-family or duplex two-family dwelling and garages shall be built on any one of said lots; provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential dwelling and garages.
2. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
3. No dwelling shall be erected on any of said lots having a ground floor square foot area of less than one thousand (1000) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.
4. No building shall be located on any of said lots nearer than twenty-five (25) feet to the front lot line, or nearer than

twenty-five (25) feet to any side street line. No building shall be located nearer than six (6) feet to an interior lot line, except that a five (5) foot side yard shall be permitted for a garage or other accessory building. No building shall be located on any of said lots nearer than twenty-five (25) feet to the rear lot line of said lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that no porch or building shall be permitted to encroach on or hang over a lot owned by a person other than the owner of the lot on which such building is located.

5. No building shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than seven thousand (7000) square feet.

6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat relating to said lots and over the rear and side five (5) feet of each of said lots.

7. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

8. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected upon, or used on, any of said lots at any time as a residence, either temporarily or permanently.

9. Buildings constructed in another addition or location shall not be moved to any of said lots.

10. Public concrete sidewalks shall be installed four (4) feet back of the curb line on each of said lots and such public

concrete sidewalks shall be four (4) feet wide by four (4) inches thick and shall be installed in the front of each of said lots and on the side of each of said lots located contiguous with a side street. Such public concrete sidewalks shall be installed by the owner of any of said lots at the time that any dwelling which shall be erected on said lots shall be occupied.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of such lots 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. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons owning or having an interest in any of said lots for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change said covenants in whole or in part, signed by a majority of the then owners of said lots, has been recorded.

13. Each of the provisions herein is separable and invalidation of any one of any of such provisions by judgment, decree, or order of any court, or otherwise, shall in nowise affect any other provision and all such other provisions shall remain in full force and effect.

14. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such covenants and restrictions, either to restrain violation or to recover damages, or both.

37-70

DATED: This 28 day of June, 1966.

Millard Margolin
MILLARD MARGOLIN

Joan Margolin
JOAN MARGOLIN
Husband and Wife

Carl Braverman
CARL BRAVERMAN

Shirley Braverman
SHIRLEY BRAVERMAN
Husband and Wife

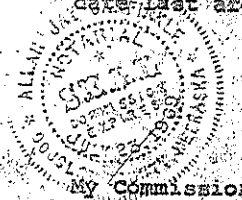
Warren S. Zweiback
WARREN S. ZWEIBACK

Judy G. Zweiback
JUDY G. ZWEIBACK
Husband and Wife

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 28 day of June, 1966, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Millard Margolin and Joan Margolin, husband and wife, and Warren S. Zweiback and Judy G. Zweiback, husband and wife, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Protective Covenants to be their voluntary act and deed.

WITNESS my hand and official seal, in Omaha, Nebraska, the date last aforesaid.



Allen Jay Tarfunter
Notary Public

My Commission Expires:
July 23, 1969

37-171

STATE OF California)
COUNTY OF Los Angeles) SS.

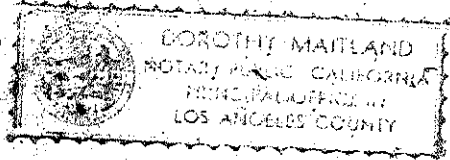
On this 28th day of June, 1966, before me, a notary public, duly commissioned and qualified, in and for said county, appeared Carl Braverman and Shirley Braverman, husband and wife, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Protective Covenants to be their voluntary act and deed.

WITNESS my hand and official seal, in Los Angeles California, the date last aforesaid.

Dorothy Maitland
Notary Public

My Commission Expires:

DOROTHY MAITLAND, Notary Public
in and for the State of California
My Commission Expires February 18, 1967



DOROTHY MAITLAND, Notary Public
in and for the State of California
My Commission Expires February 18, 1967