

RATIFICATION OF MODIFICATION OF COVENANTS

The undersigned, being the owners of the following-described real estate:

Lots 1 to 142, both inclusive, in Highview Addition, as surveyed, platted and recorded, in Sarpy County, Nebraska,

hereby ratify, adopt, and in all respects confirm the "Modification of Covenants" placed on said lots by Springfield Corporation. Said "modification" document was dated March 15, 1974, and recorded 4-05, 1974, at Book 47, Page 184 of the miscellaneous records of the Sarpy County Register of Deeds.

EXECUTED this 17 day of July, 1974.

Owner of Lot 1:

NORTHWESTERN BELL TELEPHONE COMPANY

By: B.R. Morris  
Title: VICED PRESIDENT

Owners of Lot 13:

Jess J. Moore, Jr.  
Jess J. Moore, Jr.

Mary Ann Moore  
Mary Ann Moore

Eric Dahlbeck, Jr.  
Eric Dahlbeck, Jr.

Eunice A. Dahlbeck  
Eunice A. Dahlbeck

Gail A. Koch  
Gail A. Koch

Marilyn E. Koch  
Marilyn E. Koch

Owner of All Other Lots:

HIGHVIEW LTD., a Nebraska Limited Partnership

By: SPRINGFIELD CORPORATION  
General Partner

By: Jess J. Moore, Jr.  
President

Attest: Carl L. Hillel  
Secretary

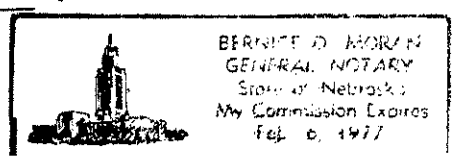
STATE OF NEBRASKA) On this 17th day of August, 1974  
) ss. before me, the undersigned a Notary Public  
COUNTY OF DOUGLAS) in and for said County, personally came

B.R. Morris  
a Vice President of NORTHWESTERN BELL TELEPHONE COMPANY, to me personally known to be the \_\_\_\_\_ and the identical person whose name is affixed to the foregoing Ratification of Modification of Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

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

Bernice D. Moran  
Notary Public

My Commission expires February 6, 1977



STATE OF NEBRASKA) On this 17 day of July, 19 74  
 )ss. before me, the undersigned a Notary Public  
 COUNTY OF DOUGLAS) in and for said County, personally came  
 JESS J. MOORE, JR. and MARY ANN MOORE,  
 husband and wife; ERIC DAHLBECK, JR. and EUNICE A DAHLBECK, husband  
 and wife; and GAIL A. KOCH and MARILYN E. KOCH, husband and wife,  
 to me known to be the identical persons whose names are affixed  
 to the foregoing Ratification of Modification of Covenants and  
 acknowledged the execution thereof to be their voluntary act  
 and deed.

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



Kristine A. Simpson  
 Notary Public

My Commission expires \_\_\_\_\_ .

STATE OF NEBRASKA) On this 10 day of July, 19 74  
 )ss. before me, the undersigned a Notary Public  
 COUNTY OF DOUGLAS) in and for said County, personally came  
Jess J Moore Jr, President, and Gail A Koch  
Secretary, respectively, of SPRINGFIELD  
 CORPORATION, a General Partner of HIGHVIEW LTD., a Nebraska Limited  
 Partnership, and the identical persons whose names are affixed to  
 the foregoing Ratification of Modification of Covenants, and  
 acknowledged the execution thereof to be their voluntary act and  
 deed as such President and Secretary, respectively, of said  
 General Partner, and the voluntary act and deed of said corporation,  
 and that the Corporate Seal of the said corporation was thereto  
 affixed by its authority.

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



Kristine A. Simpson  
 Notary Public

My Commission expires \_\_\_\_\_ .

PROTECTIVE COVENANTS

115-597

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners or all or any part of the following described real estate; for a period of twenty-five years from the day these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots One (1) through One Hundred Fourty Two (142) both inclusive, in Highview Addition, an Addition, as surveyed, platted and recorded in Sarpy 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 judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, except that the existing structures on Lot One (1) that are currently standing at the time of platting of Highview Addition shall be allowed remain.

B. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1000 square feet of living area for a 1 story house, or 900 square feet of living area on the first floor of a 1½ story or taller house. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1000 square feet of living area. The computation of living area shall be exclusive of porches, breezeways and garages, and in relation to bi-level, tri-level, split-level or split entry homes, there shall be excluded from the computation of minimum square feet any finished living area that has rooms above. All residences shall be constructed with a built-in, attached or basement garage for a minimum of one (1) car. except that duplex lots shall require a minimum of 700 square feet per dwelling unit and a minimum of 1400 square feet of ground floor area per structure.

FILED FOR RECORD 10-24-72 AT 9:00 P.M. IN BOOK 45 OF *Miss Bees*  
 PAGE 597 *Carl L. Hillel* REGISTER OF DEEDS, SARPY COUNTY NEB. 44<sup>50</sup>

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C. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

D. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

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

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

H. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

I. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.

J. 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 they are not kept, bred or maintained for any commercial purpose.

45-597B

Dated this 11 day of August, 1972.

In witness whereof we do hereunto set our hands this 11 day of August, 1972, A. D..



SPRINGFIELD CORPORATION

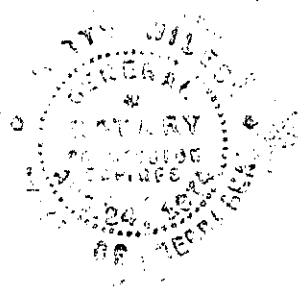
Jess J. Moore, Jr.  
Jess J. Moore, Jr., President  
Attest

Gail A. Koch  
Gail A. Koch, Secretary

On this 11 day of August, 1972, A.D., before me a notary public duly commissioned and qualified in and for said County, personally came Jess J. Moore, Jr., President of Springfield Corporation, a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the dedication of this plat and he did acknowledge the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Papillion, Nebraska, said county the date last aforesaid. Betty Miller

My commission expires on the 24<sup>th</sup> day of August, 1974.



MODIFICATION OF COVENANTS

The undersigned, being the owner of the following described real estate:

Lots One (1) through One Hundred Forty-Two (142), both inclusive, in Highview Addition, as surveyed, platted and recorded, in Sarpy County, Nebraska,

hereby modifies the protective covenants previously placed on said lots as recorded in Book 150 45, Page 577, of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska.

1. Covenant A is hereby amended to read as follows:

"A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. This Covenant A shall have no application to Lot 1."

2. Covenant B is hereby amended to read as follows:

"B. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1000 square feet of living area for a 1-story house, or 900 square feet of living area on the first floor of a 1½ story or taller house. For split-level and split-entry plans, the foundation walls must enclose a minimum ground area of 1000 square feet of living area. The computation of living area shall be exclusive of porches, breezeways and garages, and in relation to bi-level, tri-level, split-level or split-entry homes, there shall be excluded from the computation of minimum square feet any finished living area that has rooms above. All residences shall be constructed with a built-in, attached or basement garage for a minimum of one (1) car, except that duplex lots shall require a minimum of 700 square feet per dwelling unit and a minimum of 1400 square feet of ground floor area per structure. This Covenant B shall have no application to Lot 1.

3. Covenant C is hereby amended to read as follows:

"C. In any event, no building shall be located on any lot nearer

FILED FOR RECORD 4-9-74 AT 11:25 P. M. IN BOOK 47 OF misc recs.  
PAGE 187 Ca 2 on Hatched REGISTER OF DEEDS, SARPY COUNTY, NEB. 4450

Rec# 035530

than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No building shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot."

4. Covenant H is hereby amended to read as follows:

"H. Dwellings constructed in another addition or location shall not be moved to any lot within this addition." It is not the intention of this paragraph to exclude any newly constructed modular or component type construction.

5. Covenant I is hereby amended to read as follows:

"I. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots."

Except as specifically amended above, the entire "Protective Covenants" document originally filed remains in full force and effect.

EXECUTED this 15 day of March, 1974.

SPRINGFIELD CORPORATION

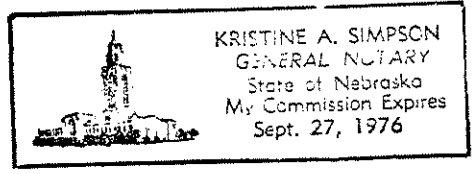
By: *Joseph J. Moore*  
President

Attest: *Gail P. Locke*  
Secretary

STATE OF NEBRASKA }  
COUNTY OF Larimer } ss.

On this 15 day of March, 19 74, before me, the undersigned a Notary Public in and for said County, personally came James J. Brown, Jr. and Paul A. Koch, President and Secretary respectively, of SPRINGFIELD CORPORATION, to me personally known to be the President and Secretary and the identical persons whose names are affixed to the foregoing Modification of Covenants, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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



Kristine A. Simpson  
Notary Public

My Commission expires \_\_\_\_\_.