

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Charley D. Rosenberg and Alayra Rosenberg, husband and wife, and Etta M. Miller and Bard F. Miller, wife and husband, the said Charley D. Rosenberg being the owner of Lots 1 to 10 both inclusive, Lots 21 to 40 both inclusive, and Lots 45 to 47 both inclusive, of "Wilshire Heights," an addition in Douglas County, Nebraska, as surveyed, platted and recorded, and the said Etta M. Miller being the owner of Lots 11 to 20 both inclusive, and Lots 41 to 44 both inclusive, of said "Wilshire Heights," do hereby state, publish and declare that all lots in said "Wilshire Heights" are and shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.
2. Each of the covenants is in pursuance of a general plan for the development and improvement of said "Wilshire Heights," and each of said covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear boundary line of said lots.
4. By accepting a deed to any part of said "Wilshire Heights" the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.
5. Said premises shall be used and occupied for residence purposes exclusively.
6. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.
7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said premises 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.
8. No building shall be erected, constructed; altered, placed or permitted to remain on any lot in said "Wilshire Heights" until the plans and specifications have been approved, in writing, by the undersigned owner of said lot and shall not be other than one single detached dwelling built thereon, which shall be of wood, stone, brick, cement, stucco or brick veneer construction, and such dwelling shall front to the street upon which said lot abuts, (except as herein after provided) and no part of such dwelling other than the cornice of the roof shall be nearer to the street line (or lines) of said lot than the building line (or lines) marked upon the plat of said "Wilshire Heights" which was filed in the

9. The dwellings on lots 1, 11, 21 and 31 shall front north, the dwellings on lots 10, 20 and 30 shall front south, but any of said dwellings may have an additional front on 70th Street; the dwelling on lot 47 shall front east, the dwelling on lot 5 shall front west, but the dwelling upon either of said lots may have an additional frontage on Woolworth Avenue; the dwelling on lot 26 shall front west, but may have an additional front on Shirley Street, but in no event shall any dwelling mentioned in this paragraph be so constructed that its rear entrance shall face to the property fronting in the same direction as the principal front of said dwelling.

10. The cost of such dwellings, exclusive of outbuildings, shall be not less than the following schedule, to-wit:

The dwellings on lots 31 to 37 both inclusive, - - - - -	\$6000.00
The dwellings on lots 27 to 30 both inclusive, - - - - -	6500.00
The dwellings on lots 19 to 22 both inclusive, - - - - -	7000.00
The dwellings on lots 1 to 18 both inclusive, the dwellings on lots 23 to 26 both inclusive, and the dwellings on lots 38 to 47 both inclusive, - - - - -	7500.00

11. Garage and other outbuildings on any lot, if detached from the dwelling must be built of the same material and shall correspond in architecture with the dwelling on said lot, and shall not be built within 100 feet of the street line upon which said lot fronts, nor within 25 feet of the side lot lines, except, however, that where it would be impracticable, because of the shape or dimensions of said lot, to so locate said outbuildings upon said lot, then said outbuildings may be located in such place upon said lot as may be approved, in writing, by the undersigned owner.

12. All dirt from the cellar, basement, or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected, shall remain substantially as they are at the date hereof, subject, however, to such modifications as may be approved in writing by the undersigned owner.

13. All foundations above the ground line must be faced completely with brick, stone or some other approved material.

14. For the purpose of construing and applying these covenants, a lot shall mean a lot as now platted, or a parcel composed of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the width at the front lot line of either of the lots comprising such parcel, or a parcel composed of all of one lot as platted and part of parts of one or more adjoining lots.

The term "undersigned owner" shall include the heirs and/or devisees of such owner and those to whom such owner shall grant the powers herein reserved to "undersigned owner."

IN WITNESS WHEREOF the said undersigned have set their hands this 17 day of May, 1941.

Charley D. Rowberry
Almyra Rowberry
Etta M. Miller
Burd F. Miller

STATE OF NEBRASKA

County of Douglas } SS On this 17 day of May, 1941, before me, a Public in and for said County, personally came the above named Charley D. Rowberry and Almyra Rowberry, husband and wife, and Etta M. Miller and Burd F. Miller, wife and husband, who are well known to me to be the persons whose names are subscribed to the foregoing instrument.

DECLARATION OF GRANT OF RESERVE POWERS
CONTAINED IN RESTRICTIVE COVENANTS

The undersigned, CHARLEY D. ROSENBERG and ALMYRA ROSENBERG,
husband and wife, and ETTA M. MILLER and BIRD J. MILLER, wife and husband,
did, under date of May 12, 1941, make and pronounce a Declaration of Restrictive
Covenants concerning and effective as to Lots 1 to 18, inclusive, Lots
21 to 40, inclusive, Lots 43 to 47, inclusive, Lots 11 to 20, inclusive,
and Lots 41 to 44, inclusive, of Wilshire Heights, an Addition in Douglas
County, Nebraska, as surveyed, platted and recorded, the said undersigned
parties being the owners thereof on May 12, 1941. That said Declaration of
Restrictive Covenants was recorded on May 28, 1941 in Book 153 of the Miscellaneous
Records of Douglas County, Nebraska, at Page 983.

That paragraph and specification No. 8 of said Restrictive Covenants
as provided in part as follows: "No building shall be erected, constructed,
altered, placed, or permitted to remain on any Lot in said Wilshire Heights
until the plans and specifications have been approved in writing by the
undersigned owner of said Lot * * *. That paragraph and specification
No. 14 of said Restrictive Covenants provides: "The term 'undersigned owner'
shall include the heirs and/or devisees of such owner and those to whom such
owner shall grant the powers herein reserved to 'undersigned owner'".

That since the date of said Restrictive Covenants and the reservation
pronounced therein the undersigned have sold and conveyed all lots
owned by them in said Wilshire Heights and desire by this indenture to grant
the powers reserved to said "undersigned owner" to Western Securities Company,
a Corporation organized and existing under and by virtue of the laws
of the State of Nebraska,

NOW THEREFORE, in furtherance of the purpose of this instrument,
we, the undersigned, do hereby designate, grant and accord to Western
Securities Company, a Corporation, any and all of the powers reserved to

Western Securities Company with all such reserved powers and particularly, but not by way of limitation, the power to approve all plans and specifications for any and all buildings to be erected, constructed, altered, placed or permitted to remain on any Lot in said Wilshire Heights, as such restriction is particularly stated in paragraph 8 of said Restrictive Covenants as hereinabove quoted and referred to; and we and each of us do hereby declare and grant to said Western Securities Company, a Corporation, without limitation, all such reserved powers as in said Restrictive Covenants contained.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 8th day of July, 1948.

Charles D. Rosenberg
Charles D. Rosenberg
Almyra Rosenberg
Almyra Rosenberg
E. M. Miller
E. M. Miller
Burd F. Miller
Burd F. Miller

STATE OF NEBRASKA)
 ss
COUNTY OF DOUGLAS)

On this 8th day of July, 1948, before me, a Notary Public in and for said County and State, appeared Charles D. Rosenberg and Almyra Rosenberg, husband and wife, who are personally known to me and who executed the foregoing instrument in my presence and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal this 8th day of July, 1948.

John C. Aspfeld
Notary Public

STATE OF Minnesota)
 ss
COUNTY OF Hennepin)

On this 15 day of July, 1948, before me, a Notary Public in and for said County and State, appeared E. M. Miller and Burd F. Miller, wife and husband, who are personally known to me and who executed the foregoing instrument in my presence and acknowledged the execution thereof to be their voluntary act and deed.

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

FOR LOT NO. 14, WILSHIRE HEIGHTS

Lots 1 thru 47 Wilshire Heights

The undersigned, who constitute a majority of the present owners of lots within Wilshire Heights hereby agree to grant an Amendment to the Declaration of Restrictive Covenants dated May 12, 1941 and recorded in the Register of Deeds, Douglas County, Nebraska in Miscellaneous Book No. 155, Page 583, on May 28, 1941 relative to Lot 14, Wilshire Heights, as follows:

1. That the undersigned hereby agree that the present property owner of Lot 14, Wilshire Heights, may construct a single family residence with the north side of said residence being constructed no less than ten feet (10') from the north side lot line of said Lot 14, Wilshire Heights. To this effect, the undersigned hereby amend the twenty-five foot (25') side lot line requirement contained in said Restrictive Covenants for the north side lot line for said Lot 14, Wilshire Heights to provide for a ten foot (10') north side lot line for said Lot No. 14.

2. All other restrictions, which are legally enforceable, contained in said Declaration of Restrictive Covenants as to Lot 14, Wilshire Heights, and as to all other lots within Wilshire Heights subject to such Declaration of Restrictive Covenants shall remain in full force and effect and shall not, in any way, be affected by the granting of this north side lot amendment to Lot 14, Wilshire Heights, nor shall the granting of this amendment be construed to be a waiver of any covenant or restriction set out in said Declaration of Restrictive Covenants.

3. That the Amendment to said north side lot line described herein will inhere to the benefit of the present

4. This Amendment is being made pursuant to Paragraph 1 of the Declaration of Restrictive Coverants dated May 12, 1941 and filed on May 28, 1941 in Miscellaneous Book No. 155, Page 583 of the Register of Deeds, Douglas County, Nebraska which provides that a change in such covenants can be made after January 1, 1966 by a vote of a majority of the then owners of said Lots. The signatures on this document hereby constitute a vote pursuant to said paragraph of the covenants.

IN WITNESS WHEREOF the undersigned have set their hands this 8 day of DEC., 1980.

<u>NAME</u>	<u>LOT NO. IN WILSHIRE HEIGHTS</u>
<u>v Mrs. M. C. Pien</u>	<u>7</u>
<u>Raymond Peterson</u> <u>Melvin E. Peterson</u>	<u>31</u>
<u>Carl H. Barber</u>	<u>33</u>
<u>Carl S. Pien</u>	<u>34</u>
<u>Donald W. Allen</u> <u>Linda K. Allison</u>	<u>36-37</u>
<u>Margaret E. Flynn</u> <u>Susan M. Ferrarini</u> <u>Kenneth W. Ferrarini</u>	<u>38</u>
<u>Robert A. Pien</u> <u>Patricia Hefta</u>	<u>8</u>
<u>Thomas W. Pien</u> <u>Drs. D. C. Pien</u>	<u>9</u>

NAME	LOT NO. IN WILSHIRE HEIGHTS
<u>Chris Sonogay</u>	<u>20</u>
<u>[Illegible]</u>	<u>19</u>
<u>[Illegible]</u>	<u>23</u>
<u>Mr. Mary Solano</u>	<u>32</u>
<u>[Illegible]</u>	<u>35</u>
<u>[Illegible]</u>	<u>14</u>
<u>[Illegible]</u>	<u>29</u>
<u>[Illegible]</u>	<u>[Illegible]</u>
<u>[Illegible]</u>	<u>10</u>
<u>[Illegible]</u>	<u>21</u>
<u>[Illegible]</u>	<u>41</u>
<u>[Illegible]</u>	<u>41</u>
<u>[Illegible]</u>	LOT 17 GHP N 57 FT. OF LOT 24 WILSHIRE HEIGHTS.
<u>[Illegible]</u>	<u>47</u>
<u>[Illegible]</u>	<u>11</u>

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

2-9 OCT AND NOV. 1, 1980

On this 29th day of OCTOBER, 1980, before me, a Notary Public in and for said County, personally came the above named persons who are personally known to me to be the identical persons whose names are affixed to the above instrument and who acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

GENERAL NOTARY - State of Nebraska
MARY FULTON
My Comm. Exp. July 3, 1984

Mary Fulton
Notary Public

7.
1880

NAME

SDNY 644 24654

LOT NO. IN WILSHIRE HEIGHTS

Robert J. ...
Marilyn ...
HUSBAND & WIFE

28

John ...

13

May Ellen Bradley

546

STAT

in one

to me

this



IOWA
Official
P-4521

Mail

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Greene COUNTY, ss:

On this 5th day of November, A. D. 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert A. Schwarzkopf and Marilyn J. Schwarzkopf, husband and wife

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Linda J. Heyne

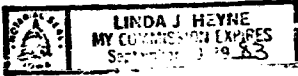
Notary Public in and for the State of Iowa



IOWA STATE BAR ASSOCIATION

Official Form No. 11 (State Mark Registered, State of Iowa, 1987) P-4521 This Printing: July 14, 1976

(Section 598.29, Code of Iowa)



STATE OF NEBRASKA)) SS.) COUNTY OF DOUGLAS)

On this 14 day of Dec, 1980, before me, a Notary Public in and for said County, personally came the above named persons ^{except Schwarzkopf} who are personally known to me to be the identical persons whose names are affixed to the above instrument and who acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Mary Fenlon

Notary Public

GENERAL NOTARY - State of Nebraska MARY FENLON My Comm. Exp. July 8, 1984

Handwritten notes and signatures at the bottom of the page, including 'Acid', '4/4', 'AS', 'Maid', '1/7', '1-57300', and '57300'.