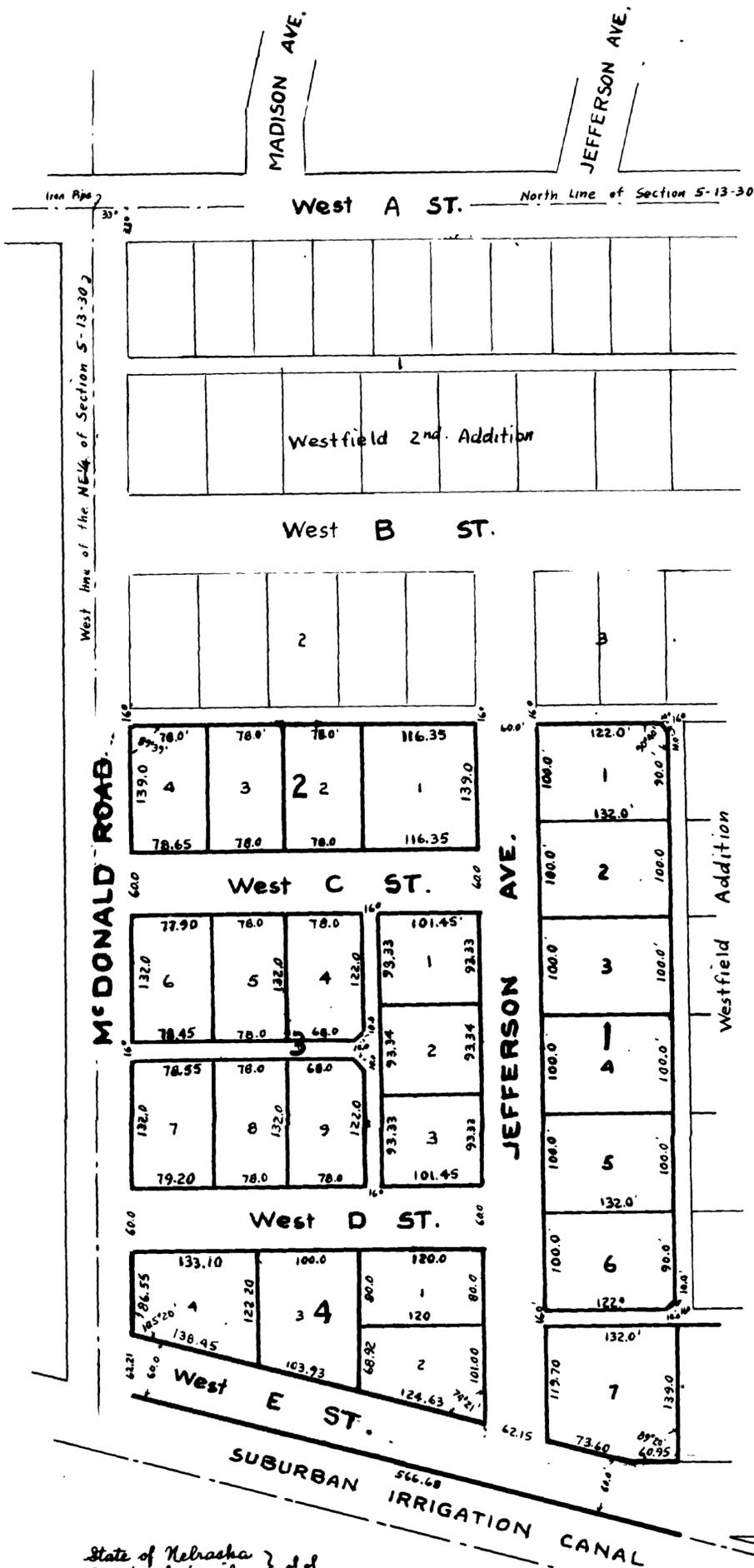


# WESTFIELD 3<sup>RD</sup>. ADDITION

## TO

### NORTH PLATTE, LINCOLN COUNTY, NEBRASKA.

Scale 1 inch = 100 feet



State of Nebraska }  
County of Lincoln } S.D.  
City of North Platte }

J. L. E. Mehlmann, City Clerk in and for said City of North Platte, hereby certify that the above plat was presented to the Mayor and City Council at a regular meeting on the 5<sup>th</sup> day of February, 1952, and was approved and accepted by said Mayor and City Council on said date.

See City Records: Volume \_\_\_\_\_ Page \_\_\_\_\_  
In witness whereof I have hereunto subscribed my hand and attached the seal of said City.

\_\_\_\_\_  
City Clerk

State of Nebraska }  
County of Lincoln } S.D.

This is to certify that during the month of January, 1952, I have accurately surveyed and marked the corners of Westfield 3<sup>rd</sup> Addition to North Platte, Lincoln County, Nebraska, which is a subdivision of a part of the Northeast Quarter of Section 5, Township 13 North, Range 30 West of the 6<sup>th</sup> P. M. in Lincoln County, Nebraska, said tract of land being more particularly described as follows: beginning at a point 526.0 feet south and 33.0 feet east of the northwest corner of the northeast quarter of Section 5 Township 13 North, Range 30 West of the 6<sup>th</sup> P. M. in Lincoln County, Nebraska, said point being the southwest corner of Westfield 2<sup>nd</sup> Addition to North Platte, Nebraska; thence south on a line parallel with and 33.0 feet east of the west line of the northeast quarter of said Section 5, a distance of 607.76 feet to the north right of way line of the Suburban Irrigation District Canal; thence south 74° 40' East on the north right of way line of the Suburban Irrigation District Canal, a distance of 566.68 feet to the southwest corner of Westfield Addition in the City of North Platte, Nebraska; thence north on the west line of said Westfield Addition, a distance of 832.1 feet to the southeast corner of Westfield 2<sup>nd</sup> Addition; thence west on the south line of said Westfield 2<sup>nd</sup> Addition, a distance of 542.35 feet to the place of beginning, and that the foregoing plat is a true and correct delineation of said survey.

All corners are marked with iron pipe driven firmly into the ground.  
All measurements and distances are indicated on this plat in feet and decimals of a foot.

Witness my hand this 28<sup>th</sup> day of January, 1952

Richard F. Hokey  
Civil Engineer

State of Nebraska }  
County of Lincoln } S.D.

Westfield 3<sup>rd</sup> Addition as it appears in the foregoing plat and as described in the accompanying certificate, is created with the free consent and in accordance with the desires of the undersigned, who are the sole owners and proprietors of the land included therein.

Said owners hereby dedicate the alleys and streets for the public use and benefit. The said real estate as platted herein shall hereafter be known as Westfield 3<sup>rd</sup> Addition to North Platte, Lincoln County, Nebraska, and shall be described and referred to at all times hereafter by that name.

The owners hereby require that the following protective covenants be and the same are hereby accepted and approved as follows:

First: All lots in said Addition shall be known and designated and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of the residential lots in said Addition other than one detached single family dwelling not to exceed 2 1/2 stories in height, and a private garage for not more than 3 cars, all to be constructed of new materials.

Second: No dwelling shall be constructed on any of the lots in said Addition which are 80 feet or less, with a ground floor area of less than 1000 square feet in the case of a one story structure, or less than 1500 square feet in case of a 2 story structure, and no dwelling shall be constructed on any of the lots in said Addition which are 100 feet or more, with a ground floor area of less than 1250 square feet in the case of a one story structure, and less than 1800 square feet in case of a two (2) story structure, exclusive of open porches and attached garages, and wherever the term "2 story structure" appears, it shall include a 1 1/2 story structure.

Third: No dwelling or garage shall be erected on any lot nearer than 25.0 feet from the front lot line, nor in the case of lots of 80.0 feet or less in width, nearer than 5.0 feet from any side lot line, however, in case of lots in excess of 80.0 feet, no structure shall be permitted nearer than 6.0 feet from any side lot line, and in the case of corner lots, no structure shall be permitted nearer than 10.0 feet to the outside lot line, and the restrictions contained in this paragraph shall not only apply to the house itself, but to all garages, whether attached or detached.

Fourth: Not more than one residential dwelling shall be placed on any lot as herein platted.

Fifth: This plat shall be recorded and shall apply to the entire tract or Addition and all the lots shall be sold from the recorded plat, rather than by metes and bounds.

Sixth: All of said lots shall be used exclusively for dwelling purposes, and no trade, or business shall be conducted thereon, and no dwelling shall be used as a rooming house, tourist home or tourist lodge. No chickens, ducks, geese, turkeys, guineas, or like fowl shall be housed or kept on any lot in said Addition, and neither shall any rabbits, cattle, hogs, goats or horses be housed or kept on any lot in said Addition.

Seventh: No trailer, basement, tent, shack, barn, garage or other building shall be erected, constructed, or located on any of said lots and used for residential purposes, regardless of whether the same is for a temporary or permanent character.

Eighth: These covenants are to run with the land and shall be binding on all parties and all lots and all persons claiming them until the 1<sup>st</sup> day of February, 1972, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

Ninth: If any person or persons interested in, or who may hereafter acquire title to any of said lots or any interest therein shall violate any of the covenants herein set forth, then it shall be lawful for any person owning any of said lots, or any interest therein, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and such person or persons may be enjoined from violating such covenant or covenants or such person or persons shall be liable for damages as provided by law.

Tenth: The invalidation of any of these covenants by a decree or order of the Court shall in no wise affect any of the other covenants, which shall continue in full force and effect.

State of Nebraska }  
County of Lincoln } S.D.

Before me, the undersigned Notary Public, personally appeared H. L. Clarke Jr. and Beverly W. Clarke his wife, and George B. Dent Jr. and Marie A. Dent his wife, known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledge the same to be their own voluntary act and deed.

In witness whereof I have hereunto set my hand and affixed seal this \_\_\_\_\_ day of \_\_\_\_\_, 1952

Notary Public

My commission expires \_\_\_\_\_  
State of Nebraska }  
County of Lincoln } S.D.

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 1952,  
at \_\_\_\_\_ M.

Register of Deeds