

PROTECTIVE COVENANTS

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof, as follows:

Lots to be used for residence purposes only. No structures 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.

No building shall be located on any of these lots nearer than 35 feet to the front lot line.

No building, except a garage or other outbuilding, located 60 or more feet from the front lot line, shall be nearer than 5 feet to any side lot line.

No residence shall be erected or placed on any of these lots which lot has an area of less than 4,000 square feet nor a width of less than 40 feet at the front building set-back line.

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.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

No dwelling costing less than \$4,000.00 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one-story structure nor less than 850 square feet in the case of a one and one-half or two story structure. No easement is reserved over the rear five feet of each lot for utility installation and maintenance.

of ten years unless by a vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands at Omaha, Nebraska, this 28 day of August, A.D., 1941.

Lots Nineteen (19) to Twenty-four (24), inclusive, in Block Thirty-one (31); Lots Twenty-four (24) to Twenty-eight (28), inclusive, in Block Thirty-seven (37); Lots Eight (8), Ten (10), Eleven (11), and Twelve (12) in Block Thirty-eight (38); Lots One (1) to Seventeen (17), inclusive, in Block Thirty-nine (39), and Lots Two (2) to Twenty-one (21), inclusive, in Block Forty (40), all in Florence Field, an Addition to the City of Omaha as surveyed, platted, and recorded.

In presence of

James M. Croomey

Harry E. Judd

STATE OF Nebraska  
County of Douglas

On this 28 day of August, A.D. 1941,

before me, a Notary Public, in and for said County, personally came the above named Harry E. Judd, Trustee, who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

James M. Croomey  
Notary Public  
Douglas County, Nebraska