

The undersigned, Robert C. Hastings and Metalia R. Crowley, Trustees, being the owners of Blocks 1 to 8 inclusive, of Northwith Place, and Lots 13, 14, 21 and 22, Block 31, Bowling Green, Additions in Douglas County, Nebraska, as surveyed, planted and recorded, do hereby state, publish and declare that all lots contained therein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants, conditions and restrictions herein set forth:

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

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.

2. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. No building shall be located nearer than 40 feet to the front lot line and nearer than 8 feet to any side lot line, except that attached or detached garages may be located not nearer than 3 feet to any side lot line. (On all buildings shall

4. That 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.

5. 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.

6. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 720 square feet, except that dwellings fronting on 72nd Street shall have a ground floor area of not less than 900 feet.

7. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

8. Said premises shall not be sold to or occupied by any person or persons other than those of the caucasian race, except as servants of the owners or occupants of said premises.

Dated this 6th day of October, 1948.

*Robert C. Hastings, Trustee*

*Natalie H. Crowley, Trustee*

STATE OF NEBRASKA )

) ss.

County of Douglas )

On this 6th day of October, A. D. 1948, before me, a Notary Public, in and for said County, personally came the above named ROBERT C. HASTINGS and NATALIE H. CROWLEY, Trustees, who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants, and they acknowledged same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

*Leslie E. Mackie, Jr.*  
Notary Public

My commission expires on the 6 day of Aug. A.D. 1949.

