

RESTRICTIVE COVENANTS

THIS AGREEMENT between The Nebraska Bond and Mortgage Corporation, owners of Lots 7 to 11, inclusive, Block 24, and Lots 18 to 20, inclusive, Block 23, and Fred J. Green and Elsie E. Green, husband and wife, owners of Lot 14 Block 23, and B. C. Dale and Kathie May Dale, husband and wife, owners of Lots 12 and 15 Block 24, Bonita, an addition in Douglas County, Nebraska, HEREBY that:-

WHEREAS, the deed to said lots heretofore made to said owners fail to contain any restrictive or conditional covenants which are sufficiently broad to fully protect the above owners, who contemplate making more substantial improvements upon their property than contained in said conditional covenants.

NOW, THEREFORE, we, the owners of said lots, for the mutual protection of each other and our grantees, hereby adopt the following conditions and restrictive covenants, which shall hereafter apply to each and all of the above described lots.

A. 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 stories in height and a private garage for not more than two cars.

B. No building shall be located on any residential building plot nearer than 25 feet to the front lot line; nor nearer than 15 feet to any side street line. No building, except a garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6300 square feet nor a width of less than 46 feet at the front building setback line.

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

E. 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.

F. No trailer, basement, tent, shack, garage, barn or other out-buildings 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 600 square feet in the case of a one-story structure nor less than 575 square feet in the case of a one and one-half or two-story structure.

H. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1965, 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 said covenants in whole or in part.

I. 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 prevent him or them from so doing or to recover damages or other dues for such violation.

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IN WITNESS WHEREOF, we have hereunto set our names this 22 day of January A. D. 1941.

Attest W. Severus Seay

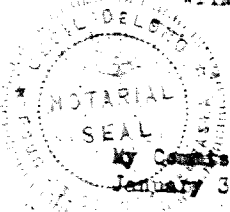
The Nebraska Bond and Mortgage Corporation
BY C. W. Mead

B. C. Dale
Hattie May Dale
Fred J. Green
Elsie H. Green



STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 22 day of January, A. D. 1941, before me, a Notary Public, in and for said County, personally came C. W. Mead, President of The Nebraska Bond and Mortgage Corporation, Fred J. Green and Elsie H. Green, B. C. Dale and Hattie May Dale, to me personally known to be the identical persons whose names are affixed to the above instrument, and they have severally acknowledged said instrument to be their voluntary act and deed, and the said C. W. Mead, has acknowledged said instrument to be the voluntary act and deed of said The Nebraska Bond and Mortgage Corporation. WITNESS my hand and official seal, the day and year above mentioned.



Cecil De Long
Notary Public

My Commission expires, January 31, 1946.