

PROTECTIVE COVENANTS

Future conveyance of the following described property is here-

with made subject to Protective Covenants by the owners thereof, as follows:

Lots to be used for residence purposes only. No structure 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 33 feet to the front lot line.

No building, except a garage or other outbuilding, located 50 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 live 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 building hereon shall be used for any purpose other than a residence and garage, shall be used for any other purpose, and no structure of a temporary character shall be erected thereon.

WILLIAM
BENSON
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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 21st 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, in addition to the City of Omaha as surveyed, platted, and recorded.

In presence of

[Handwritten signatures]

STATE OF NEBRASKA

County of ...

before me, a Notary Public, in and for the State of Nebraska, on this ... day of August, 1941, personally appeared the above person whose name is affixed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.