

Protective Covenants and Restrictions

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

KNOW ALL MEN BY THESE PRESENTS THAT: WHEREAS, the undersigned is the owner of Lots #180, #183, #186, #189, #140, #141, #142, #143, #144, #149, #150, #151, #152, #153, #190, #191, #192, #193, #194, #195, #196, #197, #198, #205, #206, #207, #208, #209, #210, #211, #212, #219, #220, #221, #222, #223, #224, #225, #226, #227, #228, #229, #230, #231, #233, #239, #240, #242, #243, #244, #249, #251, #253, #254, #256, #257, #258, #259, #260, #262, North 42 Feet of Lot #265, North 42 Feet of Lot #267, All Lots #268, #270, #271, #272, #273, #275, #276, #280, #281, #283, #285, #286, #287, #288, #289, #291, #292, and #293 in Westbrook Addition to the City of Omaha, Douglas County, Nebraska, is desirous of placing restrictions on said lots in said addition,

THEREFORE, THESE PRESENTS WITNESSETH the following restrictions are hereby placed upon said lots;

- A. All lots 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 2 cars.
- B. No dwelling costing less than \$2500.00 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 700 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half or two story structure.
- C. Any dwelling erected on any lot shall be built of new material upon good substantial brick or stone foundations or equivalent; no building nor any part nor projection thereof, except the cornice of the roof shall at any time be erected or located within 25' of the front lot line, or in the case of a corner lot within 12 1/2 feet of the side street line of said lot, except that an open porch or roof thereon or a terrace may be attached to the building between it and said street line. No building shall be located on any interior lot nearer than 5 feet to any side lot line, except that the side yard space may be not less than 2 feet for a garage or other outbuilding located 75 feet or more from the front lot line.
- D. 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.
- E. All garages or other outbuildings shall be constructed of new material, at least on the outside, and must be neatly painted if not made of brick, stone or stucco, and no garage, outbuilding, temporary structure or tent will be used for dwelling purposes.

F. Before making any improvements, the Grantee agrees during the term of the restrictions above specified, to notify the Grantor of

G. All dirt from the cellar, basement or other excavations on said premises during said periods shall be removed from said premises, and the general slope of said premises and terrace, after the buildings have been erected, shall remain substantially as it is at the date hereof.

H. These premises shall never be sold to or occupied by any other than a member of the Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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

J. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, 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.

K. 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.

L. 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, The said N. P. DODGE CORPORATION has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed, by N. P. Dodge, its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this Thirtieth day of October in the year of our Lord one thousand nine hundred and forty. (1940).

Signed and acknowledged
in presence of us

N. P. DODGE CORPORATION

By N. P. Dodge
its President.

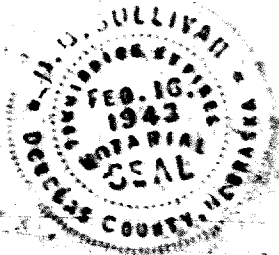
Elizabeth C. Dillon
its Secretary.

STATE OF NEBRASKA

COUNTY OF DOUGLAS

SS:

Be It Remembered, That on this Thirtieth day of October in the year of our Lord, one thousand nine hundred and forty (1940), before me, the subscriber, a Notary Public in and for said County and State, personally appeared N. P. Dodge, President, and Elizabeth C. Dillon, Secretary, of N. P. DODGE CORPORATION, the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they affixed such corporate seal to, and otherwise executed, said instrument, by authority of the Board of Directors, and on behalf, of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation, for the uses and purposes in said instrument mentioned.



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

J. J. Sullivan
 Notary Public, Douglas County,
 State of Nebraska.