

**RESTRICTIVE COVENANTS**

BOOK 222 PAGE 313

**KNOW ALL MEN BY THESE PRESENTS**

THAT THE UNDERSIGNED have and several have, by deed between the undersigned property owners, in consideration of the actuality of benefits and liability to keep and perform these obligations, and the sum of two dollars (\$2.00), each in hand paid for their actual benefit and the best interests of said community and neighborhood comprising of these properties, they do hereby mutually covenant, obligate, promise and agree, each to the other, and for their respective heirs, assigns and successors, that no part of the lands now owned by the parties hereto, a more detailed description of said property being given under the respective signatures hereon, shall be used for any other purpose or purposes, or for any other use, than that of the character of the above.

1. These covenants are to run with the lands hereinafter described and shall be binding upon all parties hereto, their heirs, successors, agents, executors and assigns, and all persons claiming any interest in, to or under them, for the period of twenty-five (25) years from and after February 1, 1947, at which time said covenants shall be automatically extended for successive periods of ten years unless a majority of the then owners of lots in Wendell Addition an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, shall agree by an election in which the vote shall be by lots and the number of different interests in any lot shall not give any said lot more than one vote, to change said covenants in whole or in part.

2. It is further covenanted and agreed by and between the parties hereto, or any of them, their heirs, successors, executors and assigns that should they violate or attempt to violate any of the covenants herein contained, it shall then be lawful for any other person or persons owning any real property situated in Wendell Addition an addition to the City of Omaha, Douglas County, Nebraska, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any such covenant or covenants, and to enjoin them from so doing and recover damages for such violations.

3. It is further covenanted and agreed and shall be binding upon all the parties hereto, their successors, assigns and agents, that hereinafter Block 7 of the Wendell Addition of Lots in any Block in Wendell Addition an addition to the City of Omaha, Douglas County, Nebraska, shall upon filing notice of this instrument against the lots belonging to owners thereof who have not signed, shall bind said lots under these covenants, and they shall be entitled to benefits, and shall be liable for the obligations contained herein.

The undersigned duly qualified property owners each for himself says: I have personally signed this instrument, as my voluntary act and deed.

APPROVED and signed, sealed and attested and recorded as to lot 1 Block 7 Wendell Addition an addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

April 21st 1947  
*Louis Hauffman*

*Carl J. Beusch*  
*Edw. J. Beusch*

APPROVED and SIGNED and ordered recorded as to Lot 0-6 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
Anna Grant  
Anna Grant

APPROVED and SIGNED and ordered recorded as to Lot 5-6 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
Lillian L. Moore  
Ruth C. Moore

APPROVED and SIGNED and ordered recorded as to Lot 7-8 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
Harry M. Anderson  
Dorothy Anderson

APPROVED and SIGNED and ordered recorded as to Lot 9 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
William J. Jones  
Marie J. Jones

APPROVED and SIGNED and ordered recorded as to Lot 10 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
Paul A. Roush  
Madge M. Roush

APPROVED and SIGNED and ordered recorded as to Lot 11 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
John Larson  
Eric Larson  
cat 44106 W 881

APPROVED and SIGNED and ordered recorded as to Lot 7-8 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

April 21st 1947

Louis Kaufman Witness  
W.D. Preber  
Raymond Baker  
MAY 16 1947

APPROVED and SIGNED and ordered recorded as to Lot 7-8 Block 7  
KENDALLS ADDITION an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, platted and recorded.

APPROVED and SIGNED and ordered recorded as to Lot            Block             
an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, plotted and recorded.

Witness

APPROVED and SIGNED and ordered recorded as to Lot            Block             
an Addition to the City of Omaha,  
Douglas County, Nebraska, as surveyed, plotted and recorded.

Witness

TO WHOM IT MAY CONCERN:

Notice is hereby given to the owners, their heirs, assigns and successors  
of the filing of these covenants, for the benefit of the property and the  
owners herein as against the sale, use or occupation giving or conveying  
to any person or persons other than of the Caucasian Race, as to Lots             
Block            an Addition  
to the City of Omaha, Douglas County, Nebraska, as surveyed, plotted and  
recorded.

*Ray M. Harris*  
Notary Public.

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

Subscribed and sworn to on this 21st day of April 1947 A.D.  
1947, before me a Notary Public in and for said County, State of Nebraska.

It is further covenanted and agreed by the persons hereto acknowledg-  
ing this indenture and shall be binding all parties hereto, their successors,  
heirs, assigns and agents, that we will not permit use or occupancy of our  
land or property by any persons other than of the Caucasian race, and that  
this protective covenants shall be incorporated in all contracts for sale,  
leases, deeds or conveyances on all of the property approved, signed and  
ordered recorded herein for the periods of time above stated.

*Carl H. Hatcher*  
*James M. Anderson*  
*William Grant*  
*James M. Anderson*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*

*John A. Ratch*  
*James M. Anderson*  
*William Grant*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*  
*John A. Ratch*