PROTECTIVE COVENANTS AND EASEMENT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Blodgett & Krajacic, Inc., a Nebraska Corporation, being owners of all the lots and blocks in Blodgett & Krajacic Addition, as surveyed, platted and recorded, being a subdivision in Tax Lots Four (4) and Five (5) in the Northwest Quarter (NW¼) of Section Thirty-two (32), Township Sixteen (16) North, Range Thirteen (13) East of the 6th P.M., in Omaha, Douglas County, Nebraska, do hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions, and easements:

(1) All lots in said blocks shall be known, described and used as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling not to exceed two and one-half stories in height, together with a private garage; nor shall any parcel of ground less than a whole lot as surveyed, platted and recorded be at any time sold, conveyed, willed or otherwise transferred. This provision, however, shall not prevent the use of two or more whole lots as a single building site.

(2) No trailer, basement, tent, shack, garage, barn or other outbuilding or temporary structure of any kind placed or erected on any lot shall at any time be used as a residence, or as a place of business.

(3) The main floor of all dwellings shall contain not less than 720 square feet.

(4) The minimum building setback lines (excluding steps and enclosed porches) shall be as follows:

(a) Front yard, 35 feet.

(b) Side yard, 5 feet.

(5) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges, or other plants shall be maintained so as to obstruct the use and maintenance of any street or walk or the view at street intersections sufficient for the safety of pedestrians and vehicles.

(6) The undersigned hereby reserves the right to grant a license to the Telephone Company and the Power Company, or other utilities, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear five feet and side boundary lines of each of said lots for the use and benefit of the owners and occupants of said Blocks.

(7) No one shall or will erect or suffer or permit to be erected on any part of any of said lots any public bathing house, slaughterhouse, blacksmith shop, forge, foundry, or furnace, or any factory of any kind or nature whatsoever, or tannery or other factory for the manufacture or treatment of preparation of skins, hides, or leather, or any brewery, malt house, or distillery, or any building, booth, or other structure for the manufacture or sale of any malt, spirituous, or distilled liquors or drinks of any description, or to be used as a livery stable or for the carrying on of any noxious, dangerous, or offensive trade or business, nor any activity of any kind that may be or become an annoyance or nuisance.

(8) The covenants and restrictions herein set forth shall be binding upon all persons owning or possessing said land for a period of twenty-five (25) years after the date hereof, at the expiration of which time they shall automatically be extended for successive

periods of ten (10) years unless changed, in whole or in part, by written agreement among the then owners of a majority of said lots, executed and recorded in the manner provided by law.

(9) Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

(10) Each of the provisions hereof is several and separable. Invalidation of any provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(11) Each and every provision hereof shall bind and inure to the benefit of the undersigned, their successors or assigns and the heirs, devisees, representatives and assigns of the said successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Omaha, Douglas County, Nebraska, the 17 day of Feb., 1955.

ATTEST:

John J. Kropec
Secretary

BLODGETT & KRAJACIC, INC., a Corporation,

By Jack L. Blodgett
President

STATE OF NEBRASKA
: ss
COUNTY OF DOUGLAS

On this 18 day of February, 1955, before me the undersigned, a Notary Public in and for the said county, personally came Jack L. Blodgett, President, of Blodgett & Krajacic, Inc., to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution therof to be his voluntary act and deed as such officer ~~and the voluntary act and deed as such officer~~ and the voluntary act and deed of the said Blodgett & Krajacic, Inc., and the corporate seal was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

Irene B. Johnson
Notary Public

10.
21 Feb. 55 1:11 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 19.75