PROTECTIVE COVENANTS

Future conveyance of the following described property is herewith 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 50 feet to the front lot line.

No building, except a garage or other outbuilding, located 60 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 5,000 square feet nor a width of less than 45 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.

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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.

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 costing less than $5,000.00 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 900 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. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

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 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 31st day of July A.D., 1941

Lots One (1) and Two (2) in Block Thirty-three (33).

Norman A. Gibson
Rodney E. Morin

Lots Three (3) and Four (4) in Block Thirty-three (33)

Florence Field Company
by Charles W. Martin Pres.

Lot Six (6) in Block Thirty-three (33).

Metesena J. Gibson

Lots Seven (7), Eight (8), Nine (9), and Ten (10) in Block Thirty-three (33).

Marjorie F. Bradley
A. C. Bradley

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), in Block Thirty-three (33)

Harry [illegible] Trustee

Lots Nineteen (19), Twenty-four (24), and Twenty-five (25), in Block Thirty-four (34)

[illegible] & Co. Inc.
by Charles W. Martin Pres.

All in Florence Field, an Addition [illegible] platted and recorded.

~~IN WITNESS WHEREOF we have hereunto set our hands this~~ ______
day of ~~______~~, A.D. 1941 ______

In presence of
E. Watters ______

______ ______

STATE OF Nebr }
County of Douglas } ss. On this 31st day of July

A.D. 1941, before me, a Notary Public, in and for said County, personally came the above named Romain & Gibson Company & Gibson Flooring & Fuel Company by [illegible] Materne & Gibson, Maggie B. Bradley and A. C. Bradley — Harry & Judd Foster, C. N. Martin & Co. Inc. by Charles N. Martin Pres.

who are personally known to me to be the identical persons [illegible] to the above instrument [illegible] and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

E. Watters
Notary Public

My commission expires on the [illegible] day of April A.D. 1943.

Entered in numerical index [illegible]
11 day [illegible]