

Miscellaneous Record No. 14

that the sole stockholders of said corporation of July 27, 1943 were this affiant, William J. Fitzgerald and William H. Fitzgerald and that William J. Fitzgerald was the secretary of said corporation and William H. Fitzgerald the Treasurer of said corporation and that said parties were sole owners of all of the stock of said corporation on said date; that said deed was executed with the full knowledge and consent of all of the stockholders of said corporation and later ratified by Quit Claim Deed executed by Rushart Building Corporation by George F. Rushart last president and William J. Fitzgerald, last Secretary to George F. Rushart on August 15, 1947, recorded on August 21, 1947, in Book 64, on Page 466 of the records in the office of the County Clerk of Sarpy County, Nebraska; that said deeds were the voluntary act and deed of the corporation and the voluntary act and deed of the president and secretary and all of the stockholders of said corporation; further affiant sayeth not. George F. Rushart
 Subscribed and sworn to before me this 21, st day of September, 1949.

G. E. Collins, Notary Public

G. E. COLLINS, NOTARIAL SEAL
 DOUGLAS COUNTY, NEBRASKA
 COMMISSION EXPIRES NOV 28 1951

BENSON BUILDERS INC. et al.:

TO
 WHOM IT MAY CONCERN
 Prot. Covenants \$3.15Pd.

Filed October, 1, 1949 at 8:30 o'clock A.M.

James D. Tiers
 County Clerk

PROTECTIVE COVENANTS

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1974 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change 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 and proceedings at law or in equity against the person or persons violation or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, 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 two cars.

B. No persons of any race other than Caucasian race shall use or occupy any building or and lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

C. No building shall be erected nearer to the front lot line nor nearer to the side street line than the building set back lines shown on the recorded plat, in any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 17 feet to any side street line. No building, except a detached garage, or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 45 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 squares feet or a width of less than 20 feet at the front building setback line.

E. 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.

F. 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 550 square feet in the case of a one-story structure and 500 square feet in the case of a 1½ or 2-story structure.

H. An easement is reserved over the rear 5 feet of each lot for utility installments and maintenance.

APPROVED AND SIGNED as to: Property with the following description: