

PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1960, 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Further conveyance of the following described property is herewith made subject to Protective Covenants by the owner thereof, as follows:

A. Lots 1 to 47 inclusive, Briewood Addition, an addition to the original City of Omaha, Douglas County, Nebraska, to be used for residence purposes only with the exception of Lots 17 and 18 and 19 and 20 and 21 and 22, in the aforementioned addition.

B. No structure shall be erected, altered, placed or permitted to remain on any lot other than one or two family dwellings, not to exceed two stories in height and a private garage for not more than two cars, with the exception of Lots 17 and 18 and 19 and 20 and 21 and 22, in the above shown addition. Lots 10 and 15 and 16 and 19 and 20 and 21 and 22, may be used for business or commercial purposes providing said commercial or business is not of an noxious or offensive trade or activity, nor anything be done thereon which may become an annoyance or nuisance to the neighborhood. Further, said covenant shall so restrict the erection or use of any small building of any nature that may be placed on said lots for the purpose and or such business as Beer tavern, dance hall, or any other business, building or enterprise that might tend to decrease the value of any or all of the balance of the said addition or that would have a tendency to lower the standing of the immediate neighborhood or vicinity. Further, this covenant shall restrict the erection or use of any frame building for commercial or business building. However, frame construction may be used for single or multiple family dwellings providing said units meet the requirements previously set out in this covenant.

C. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

D. No persons of any race other than the white race shall use or occupy any building or lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

E. No trailer, basement, tent, shack, garage, barn or other out building 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.

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

G. No marking shall be erected, placed or altered on any building plot in any subdivision plotted upon the premises hereby defined which is not in conformity and harmony of external design with the then existing structures in such subdivision.

H. No building shall be erected or located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 5 feet to any side lot line and no buildings, except a detached garage or other out building located 55 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

I. No residential structure shall be placed on any building plat which plat has an area of less than 4000 square feet or an average width of less than 45 feet at the front of the building set back line.

J. The ground floor area of the main structure, exclusive of one story open porches, shall be not less than 600 square feet in the case of a one story structure not less than 400 square feet in the case of an one and one-half or two story structure.

IN WITNESS WHEREOF, I have hereunto set my hand at Omaha, Nebraska this 9th day of June A. D. 1944.

Lots One (1) to Forty-seven (47), inclusive, in Eriewood Addition, an addition to the original city of Omaha, as surveyed, plotted and recorded.

*W. E. Clark*

In presence of:

*W. E. Glover*

State of Nebraska )  
County of Douglas ) ss

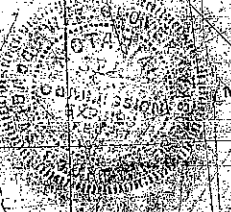
On this 9th day of June A. D. 1944, before me, a Notary public in and for said County, personally came the above named person, W. E. Clark who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

I, \_\_\_\_\_, Notary and Notarial Seal the date last aforesaid.

*W. E. Glover*

Notary Public

My commission expires Feb 17 1945



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
9 DAY June 1944 AT 11:29 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

8.40