

PROTECTIVE COVENANTS

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1972, 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 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 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, or 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 person 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.

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 5 feet to the front lot line, nor nearer than 35 feet to any side street line. No building, except a detached garage, or other outbuilding located 35 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 115 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 5850 square feet or a width of less than 60 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 800 square feet in the case of a one-story structure and 600 square feet in the case of a 1 1/2 or 2-story structure.

H. An easement is reserved over the rear 10 feet of each lot for utility installation and maintenance.

APPROVED and SIGNED as to: Property with the following description: Blocks 1, 2, 3, 4 Tower Plaza Addition, Douglas County, Nebraska

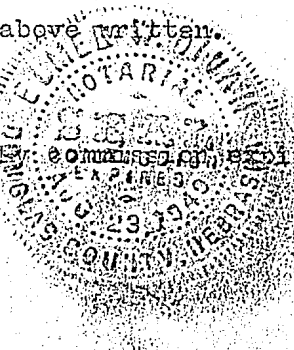
Godfrey Malec
Joseph Malec



ss: On this 13 day of January, 1947 before me the undersigned, a notary public duly commissioned and qualified for and residing in said county personally came Godfrey Malec, President and Joseph Malec, Sec. & Treas. Peony Park, a Nebraska Corporation, whose names are affixed to the foregoing Protective Covenants, and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last

Notary Public



My commission expires Aug. 23, 1949.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 23 DAY Jan 1947 AT 10:35 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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