

P R O T E C T I V E C O V E N A N T S

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 35 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 50 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.

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 \$ 3,500 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 720 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 ____ day of September, A. D. 1940.

Lots 2 to 7, inclusive, Block 11 Lots 24 to 30, inclusive, Block 15
 Lots 18 and West $\frac{1}{2}$ of Lot 22 and East $\frac{1}{2}$ of Lot 25, all of Lots 26, 27 Block 12,
 all in Florence Field, an Addition in the City of Omaha, Douglas County, Nebraska.

W. J. A. Engles
Florence Engles

East $\frac{1}{2}$ of Lot 22, all of Lot 23, Block 12, all in Florence Field, an Addition in the City of Omaha, Douglas County, Nebraska,

John W. Raduency
Bella M. Raduency

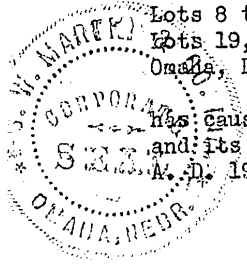
all of Lot 24 and the West 1/2 of Lot 25, Block 12, all in Florence Field, an Addition in the City of Omaha, Douglas County, Nebraska,

Harry F. Fielding
Frona J. Fielding

Lot 12, Block 11, in Florence Field, an Addition in the City of Omaha, Douglas County, Nebraska,

Harry E. Judd Trustee

Lots 8 to 11, inclusive, Block 11, Lots 17 to 23, inclusive, Block 15 Lots 19, 20, 21, Block 12; all in Florence Field, an Addition in the City of Omaha, Douglas County, Nebraska,



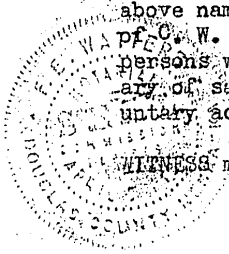
IN WITNESS whereof, C. W. Martin & Co., Inc., has caused these presents to be signed by its president and its secretary and its corporate seal to be hereunto affixed, this 19 day of September, A. D. 1940,

C. W. MARTIN & CO., INC.,

by Charles W. Martin, Pres.

Attest: Charles W. Martin, Jr., Sec'y.

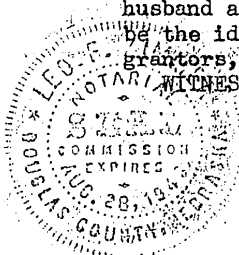
STATE OF NEBRASKA) ss. On this 19 day of September, A. D. 1940, before me, a COUNTY OF DOUGLAS) Notary Public in and for said County, personally came the above named Charles W. Martin, President, and Charles W. Martin, Jr., Secretary, of C. W. Martin & Co., Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.



WITNESS my hand and official seal, at Omaha in said County, the date aforesaid.

J. E. Waters
Notary Public. My commission expires 4-30-43

STATE OF NEBRASKA) ss. On this 26 day of September, A. D. 1940, before me, a COUNTY OF DOUGLAS) Notary Public in and for said County, personally came the above named T. A. Engles and Florence Engles, husband and wife; John W. Raduenz and Della M. Raduenz, husband and wife; Harry F. Fielding and Frona J. Fielding, husband and wife; and Harry E. Judd, Trustee; who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged said instrument to be their voluntary acts and deeds.



WITNESS my hand and Notarial Seal the date last aforesaid.

Leo A. Gimmes
Notary Public. My Commission expires 8-28-46