

PROTECTIVE COVENANTS

FOR LOTS 7 to 54 inclusive, 56 to 77 inclusive, lot 99, lots 128 to 133 inclusive, lots 144 and 145, lots 167, 168, 169, lots 172 to 194 inclusive, all in Sunshine Farms, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

All of said property shall be known and described as residential plots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than a single or multiple family home.

Nor shall any family unit have a private garage for more than two cars.

No persons of any other race than the Caucasian race shall use or occupy any building on any lot, except that these covenants shall not prevent occupancy by domestic servants of a different race domiciled with a tenant or owner.

No trailer, tent, shack, garage or barn erected on any lot 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.

The protective covenants shall not be construed to prevent the occupancy of a residence before completion if the provisions herein are complied with, nor to prevent the construction of multiple family homes or apartments if constructed in accordance with future Omaha zoning regulations.

The ground floor area of the main structure of any dwelling erected upon any building plot, exclusive of one story open porches and garages, shall not be less than 520 square feet except that the ground floor area of the main structure of any dwelling erected on a building plot on Lots 56, 99, 145, 167, 168, 169, 190 and 191, exclusive of one story open porches and garages, shall not be less than 800 square feet.

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

The above and foregoing protective covenants are to run with the land and shall be binding on all of the parties hereto and all parties claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority 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 any of the covenants herein it shall be lawful for any person or persons owning any of the real estate above described to prosecute any proceedings at law or in equity against the person or persons violating 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.

That the invalidation of any 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.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th. day of August, A.D. 1949.

P. G. V. Lawson

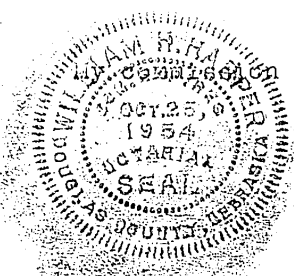
State of Nebraska) ss
Douglas County) On this 30th. day of August--, A.D. 1949, before

me William H. Harber a Notary Public, duly commissioned and qualified for and residing in said county, personally came P. G. V. Lawson, single to me known to be the identical person whose name is affixed to the above Protective Covenants and acknowledged the said instrument to be her voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county, the day and year last above written.

William H. Harber
Notary Public

My commission expires the 25th day of October, 1954



18.

COPIES IN INSTRUMENT NO. 1580 RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
30 August 1949 at 4:23 P.M. THOMAS A. O'CONNOR, REGISTER OF DEEDS

28.55