

PROTECTIVE COVENANTS

FOR LOTS 13, 37, 38, 39, 40 and Lots 47 to 112 inclusive in Sunshine Meadows an addition in Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

- A. All of said property shall be known and described as residential plots.
- B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than a single-family home.
- C. No building erected on any residential building plot shall exceed two stories in height nor shall same have a private garage for more than two cars. No building shall be located on Lots 97 to 112 inclusive nearer than 25 feet to the front lot line. No building shall be located on Lots 13, 37, 38, 39, 40 and Lots 47 to 96 inclusive nearer than 55 feet to the front lot line, nor nearer than five feet to any side plot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located 70 feet or more 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 6500 square feet or a width of less than 50 feet at the front lot line.
- E. No obnoxious 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 persons of any other race than the Caucasian race shall use or occupy any building or any lot, except that these covenants shall not prevent occupancy by domestic servants of a different race domiciled with a tenant or owner.
- G. No trailer, basement, 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.
- H. 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 700 square feet in the case of one story structure nor less than 528 square feet in the case of one and one-half or two-story structure.
- I. No residential structure costing less than \$2500 shall be placed or erected on any building lot.
- J. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- K. 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, 1970, 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.

4. 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.

5. That the 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, I have hereunto set my hand and seal this 14 day of March A.D. 1941

Ralph W. Harper

Paul F. Payne

Witness:
Alta Liebman

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March 18 3 28 P
IN WITNESS WHEREOF I have hereunto set my hand and seal at Marion, Oregon this 14 day of March A.D. 1941