

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, we and each of us are the owners of a portion of the following described real estate: to-wit:

Lots One (1) and Two (2), and Lots Four (4) to Sixty Five (65), both inclusive, Brookline Place, an addition to the city of Omaha, as surveyed, platted and recorded,

and,

WHEREAS, we and each of us desire that certain protective covenants be placed thereon, for the purpose of making, keeping and maintaining the same as desirable residential property for private families.

## NOW THEREFORE

IN CONSIDERATION of the mutual covenants herein contained, we do hereby agree to and with each other, and for our and each of our heirs, executors, administrators and assigns, as follows:

1. That all of said property shall be known and described as residential plots.
2. That no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than a single family home.
3. That no building erected on any residential building lot shall exceed two and one half stories in height nor shall same have a private garage for more than two cars.
4. That no building shall be located on any residential building plot nearer than thirty (30) feet to the front lot line, nor nearer than five (5) feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located seventy (70) feet or more from the front lot line.
5. That no residential structure shall be erected or placed on any building plot, which plot has an area of less than fifty one hundred (5100) square feet or a width of less than fifty one (51) feet at the front lot line.
6. That 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.
7. That 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.
8. That 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.
9. That 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 seven hundred twenty (720) square feet in the case of one story structure nor less than five hundred twenty eight (528) square feet in the case of one and one half, two or two and one half story structure, except that a one story dwelling having a ground floor area of the main structure of not less than six hundred sixty (660) square feet may be erected on Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) or Sixteen (16).
10. That no residential structure costing less than Three Thousand Dollars (\$3000.00) shall be erected or placed on any building plot.
11. That the Nebraska Power Company and the Northwestern Bell Telephone Company shall have the right to place and maintain poles and lines on the rear line of said lots.

FOR THE SAME CONSIDERATION, the undersigned do hereby further agree to and with each other and for our and each of our heirs, executors, administrators and assigns as follows:

- 1- That 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 same covenants in whole or in part.

-2- That 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 other person or persons owning any of the real estate above described to prosecute any proceeding 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.

-3- 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 we have hereunto set our hands and seals this 8th day of July, A. D. 1940.

THE BENSON LAND COMPANY

By Frank A. Benson  
President.

Witness:

Joseph J. Barker

Charles E. Murgrove

Donald R. Murgrove

Barbara T. Murgrove (wife)  
of Donald R. Murgrove  
wife of Charles E. Murgrove



OK'd by [unclear] 7/11/40

7.  
Registered in Numerical Index and Recycled in the Register of Deeds Office in Douglas County, Nebraska  
11 July 1940 at 2:58 P.M. Thomas J. O'Connell, Register of Deeds