

MISCELLANEOUS RECORD No. 129

7. Agreement entered in Numerical Index and filed for Record in County of Douglas, Nebraska, on the 11th day of May, A.D. 1938, by and between Eunice C. Woodward and Wynan M. Woodward, husband and wife, witnesses: Thomas C. Woodward

the latest of Deeds

7. Agreement
Eunice C. Woodward & Hsb.
and
Whom It May Concern
AGREEMENT made this 11 day of May, 1938, by and between Eunice C. Woodward and Wynan M. Woodward, husband and wife, witnesses:

DBT / show east.

WHEREAS Eunice C. Woodward and Wynan M. Woodward are the owners of Sub-lot Three (3), Tax Lot Nine (9) in the Northeast Quarter (NE 1/4) of Section 7, Township 15 North, Range 11 East of the 6th P. M. and have plattd said property into Streets and Lots to be known as as Linwood Place, all in the City of Omaha, Douglas County, Nebraska, and have on even date herewith filed said plat in the office of the Register of Deeds of Douglas County, Nebraska, and dedicated the streets therec to public use, and

WHEREAS, it is the wish and desire of the contracting parties, for their benefit and for the benefit of all future purchasers and owners of the Lots in said addition, to enter into and publish certain restrictions as to the use and/or occupancy of said real estate, to the end that a general plan of improvement for said addition shall be adopted and enforced.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed by and between the parties, that the following restrictions as to the use and occupancy of said land are hereby agreed upon and adopted, to wit:

1. No building shall be erected on any lot herein conveyed other than a single detached dwelling house (not to exceed two stories in height) for dwelling house purposes exclusively, with one or two car garage and unless the same is set back at least thirty-five (35) feet but not over forty (40) feet from the front line of said property facing on the street on which the lot faces, and at least four (4) feet from the side lot line. In the case of a one story residence, the same shall contain at least seven hundred (700) square feet of ground space and in the case of a two story, the same shall contain at least five hundred and fifty (550) square feet of ground space.

2. Said premises shall not be used or occupied at any time by persons other than those of the Caucasian race (except as to servants), or shall the said premises be used for any purpose which will injure the reputation of the same or of the neighborhood, nor shall any noxious or offensive trade be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn or other building, erected on said lot or lots, shall at any time be used as a residence, either permanently or temporarily, nor shall any residence of a temporary character be permitted.

4. No structure shall be moved onto any lot unless it meets with the approval of the Committee hereinafter referred to, or if there is no committee it shall conform to and be in harmony with existing structures in the tract.

5. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten (10) days, then such

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approved shall not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

6. All dirt from the cellar, basement or other excavation, on said premises during the period of construction or repair, shall be removed from said premises and the general slop of said premises and terrace, if any, after the building has been erected, shall remain substantially as it is at the date hereof.

7. The conditions and covenants aforesaid are pursuant to a General Plan for developing and improving Linwood Place Addition, and each of the conditions and covenants aforesaid shall run with and bind the premises herein described and every part thereof and shall be binding upon every person who shall be the owner thereof, during the period up to April 4, 1963, and shall be for the benefit of each and all lots in said Addition, and shall be enforceable by any and all owners of any of said lots thereon in said Addition and by the Grantors herein.

8. Subject also to the right of the Northwestern Bell Telephone Company and the Nebraska Power Company to place and maintain poles and conduits on the rear line of said property, a perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before April 4, 1963, it shall be lawful for any other person or persons owning any other lots 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 or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. 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.

IT IS FURTHER AGREED that this Agreement is in furtherance of a general plan of improvement and development for all the lots and parcels of lands within said Addition and shall be considered and construed as covenants running with the land, and for the general benefit, peace and satisfaction of the contracting parties and all future purchasers or owners of property in said addition.

IT IS FURTHER AGREED that the restrictions herein contained shall be in force and effect and shall run as covenants with the land until April 4, 1963.

Eunice C. Woodyard
Wyman M. Woodyard

State of Nebraska)
County of Douglas) ss. On this 11 day of May, 1938, before me, a Notary Public, in and for said County, personally came Eunice C. Woodyard and Wyman M. Woodyard, who are personally known to me to be the identical persons whose names are affixed to the above instrument and who acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

W. E. Davis
Notary Public.
Commission expires Sep - 5th, 1941.

W. E. Davis
Sept. 5, 1941

State of Nebraska)
County of Douglas) ss. Entered in Numerical Index and filed for record in the Register of Deeds Office of said County, the 11th day of May, A. D., 1938, at 11:01 o'clock, A. M.

Thomas J. O'Connor
Register of Deeds

Compared by

D&T