

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned,

George W. McCulloch and Eleanor McCulloch
 Henry A. Christensen and Leola C. Christensen
 Kenneth L. Willmarth and Isabel C. Willmarth
 Charles E. Clement
 Lawrence E. Johnson and Odette A. Johnson
 John W. Goodrich
 Kenneth B. Arrington and Edna M. Arrington
 Alby Pavlik

Lot 1, Block 19
 Lot 2, Block 19
 Lot 3, Block 19
 Lot 6, Block 19
 Lot 7, Block 19
 Lot 9, Block 19
 Lot 12, Block 18
 Lot 7, Block 18
 Lot 8, Block 18

Clara B. Dienstbier
 the owners respectively of the lots in Blocks 18 and 19, Loveland, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, tabulated opposite their names herein, do hereby state, publish and declare that all said lots are and shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.

2. Each of said covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.

3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain under-ground conduits and a joint pole line over and upon, the rear boundary line of said lots.

4. By accepting a deed to any part of said lots, the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

5. Said premises shall be used and occupied for residence purposes exclusively.

6. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said premises 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.

8. No building shall be erected, constructed, altered, placed or permitted to remain on any of said lots other than one single detached dwelling, which shall be of wood, stone, brick, cement, stucco or brick veneer construction, and each dwelling shall front to the street on which said lot abuts. No part of such dwelling other than the cornice of the roof shall be nearer to the street line (or lines) of said lot than the present established building line in said Blocks 18 and 19. And no part of such dwelling shall be within 15 feet of the side lot line (or lines) of said lots except that an open porch and roof the same or a terrace may be attached to said building and may project beyond said limits.

9. The cost of such dwellings, exclusive of outbuildings, shall not be less than

Sixty Five Hundred Dollars (\$650.00).

10. Garage and other outbuildings on any of said lots, if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling on said lot, and shall not be built within 100 feet of the street upon which said dwelling fronts nor within 20 feet of the side lot line.

11. All foundations above the ground line must be faced completely with brick, stone or concrete stucco.

12. For the purpose of construing and applying these covenants, a lot shall mean a lot as now platted, or a parcel composed of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the width at the front lot line of either of the lots comprising such parcel, or a parcel composed of all of one lot as platted and better parts of one or more adjoining lots.

The very undersigned owner shall include the heirs and/or devisees of such owner and those to whom such owner shall grant the powers herein reserved to undersigned owner.

IN WITNESS WHEREOF the said undersigned have set their hands this 13 day of June, 1911.

George M. McCallach
Eleanor McCallach

Douglas County, Nebr.; Lot 1, Block 19, Loveland.
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Douglas County, Nebr.; Lot 2, Block 19, Loveland.
Douglas County, Nebr.; Lot 2, Block 19, Loveland.

Douglas County, Nebr.; Lot 3, Block 19, Loveland.
Douglas County, Nebr.; Lot 3, Block 19, Loveland.

Douglas County, Nebr.; Lot 4, Block 19, Loveland.
Douglas County, Nebr.; Lot 4, Block 19, Loveland.

Douglas County, Nebr.; Lot 5, Block 19, Loveland.
Douglas County, Nebr.; Lot 5, Block 19, Loveland.

Douglas County, Nebr.; Lot 6, Block 19, Loveland.
Douglas County, Nebr.; Lot 6, Block 19, Loveland.

Douglas County, Nebr.; Lot 7, Block 19, Loveland.
Douglas County, Nebr.; Lot 7, Block 19, Loveland.

Douglas County, Nebr.; Lot 8, Block 19, Loveland.
Douglas County, Nebr.; Lot 8, Block 19, Loveland.

Douglas County, Nebr.; Lot 9, Block 19, Loveland.
Douglas County, Nebr.; Lot 9, Block 19, Loveland.



Notary Public