

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:

Lot Two (2), Block Eight (8), Loveland, an Addition in Douglas County, Nebraska

Lot Four (4), Block One (1), Loveland, an Addition in Douglas County, Nebraska

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:

A - All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not less than one and one-half stories in height and not to exceed two and one-half stories in height and a private garage for not more than 2 cars.

B - No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 25 feet to any side lot line.

C - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 14,000 square feet or a width of less than 75 feet at the front building setback line.

D - No noxious 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.

E - No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.

F - No dwelling costing less than \$7,500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one and one-half, two, or two and one-half story structure.

G - An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

H - These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

I - If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation.

J - 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 January, 1941.

John W. Simpson x Ms. Elin Lundgren

Notary Public Wayne County

My Commission expires July 12, 1945

SEAL

3. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
21 day January 1942 at 2:38 P.M. Thomas J. O'Connor, Register of Deeds.