

Protective Covenants

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Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots to be used for residence purposes only. No structure shall be erected, altered, place or permitted to remain on any lot, other than one, detached, single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

No building shall be located on any of these lots nearer than 25 feet to the front lot line.

No building, except a garage or other outbuilding, located 60 or more feet from the front lot line, shall be nearer than 5 feet to any side lot line.

No residence shall be erected or placed on any of these lots which lot has an area of less than 4500 square feet nor a width of less than 45 feet at the front building set-back line.

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.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

No trailer, basement, tent, shack, gargo, 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.

No dwelling costing less than \$3000 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 720 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half or two story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

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

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 insaid 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.

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.

These covenants cover the following property:

Lot 9, Block 16, Lots 10, 11, 12, 13, all in Block 16;
 Lots 2, 3, & 4, in Block 22;
 Lots 7 & 8 in Block 23;
 Lots 16, 17, 18, & 19, & 17 1/2 Foot strip adjoining on the south, in Block 27;
 Lot 4, 5, & 7 in Block 9;
 Lot 18, Block 23;
 Lots 1 & 2, Block 27, & Lots 9, 10, & 11 & 17 1/2 Foot strip adjoining on the south in Block 27; Lots 7 & 8 in Block 27;
~~135-13-9156-179~~

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Lots 10, 12 & 13, Block 4;
 Lots 8, 10, 11, & 12, Block 14;
 Lots 11, 12, 13, Block 15;
 Lots 10, 11, Block 3;
 Lot 9, Block 4;
 Lots 14 & 15, Block 16;
 Lots 12, 13, 14, & 15, & 17 1/2 Foot strip adjoining on the south, in
 Block 27;
 Lots 21 & 22, Block 23;
 Lot 3, Block 23;
 Lots 1 & 3, Block 9;
 Lot 4, Block 3;
 Lot 2, Block 9;
 Lots 1, 2, 3, 4, Block 39;
 Lots 1, 2, 3, 4, Block 41;
 Lots 37, 38, 39, & 40, Block 41;

All the above lots and strips being located in the Townsite of
 Ralston, Douglas County, Nebraska.

Ralston Building Corporation,

By M. J. Lahr, President

By L. B. McDonald, Secretary.

Witnessed By [Signature]

STATE OF NEBRASKA
 COUNTY OF DOUGLAS }

ss: On this 17th day of July, A.D. 1941, before me a notary public
 duly commissioned and qualified in and for said County, per-
 sonally came the above named M. J. LAHR, President, and L. B. McDONALD, Secretary, of
 RALSTON BUILDING CORPORATION, who are personally known to me to be the identical persons
 whose names are affixed to the above Protective Covenants as President and Secretary of
 said corporation, and they acknowledged the instrument to be their voluntary act and deed,
 and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha in said County, the

date aforesaid.



[Signature]

Notary Public

My commission expires February 19, 1942

8. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
 44 day October 1941 at 11:45 A.M. Thomas L. O'Connor, Register of Deeds.