

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

The undersigned PEGGY D. COWDERY and BEN H. COWDERY, wife and husband, being the owners of the following described real estate, to-wit:

The East 1/4 Acres of the West 3/4 Acres of the South 1/2 of the Southeast 1/4 except those portions deeded to the State of Nebraska for highway purposes, together with the North 30 feet of the South 115 feet of the East 150 feet of the South 581 feet of the West 21 Acres of the Southwest 1/4 of the Southeast 1/4, all in Section 20, in Township 15 North, Range 12 East of the 6th Principal Meridian, part of which property lies within the City of Omaha, in the County of Douglas and State of Nebraska,

in order to secure the approval of some of the owners of the adjoining lots and lands to the west of said property for the rezoning and platting of said premises and for the purpose of preserving the desirability of said real estate as well as that of the adjoining premises, as set forth herein, do hereby adopt, state, publish and declare that the following protective covenants and building restrictions shall apply to all lots to be surveyed, platted and recorded within said real property.

1. All new structures to be erected on the premises shall be one story plus basement or walk-out basement.
2. Single residence units in the proposed 5th residence duplex area shall contain not less than 1400 square feet of living area, exclusive of garage and basement and each shall have a 2-car garage.
3. Single residence units in the proposed 2nd residence duplex area shall contain not less than 1600 square feet of living area exclusive of garage and basement and each shall have a 2-car garage.
4. Any fence to be erected on the west property line adjoining lots 3, 4 and 7, Greenbriar Addition to the City of Omaha, shall have a clear area with no substantial grade change on the east of not less than 5 feet.
5. All units shall have shake shingle, tile, or roofs of equal quality.

6. In addition to the covenants herein contained each owner and occupant of any of said lots shall observe and obey all valid provisions of the Zoning Ordinances of the City of Omaha and all other ordinances, laws and regulations applicable thereto.

7. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all owners and other persons entitled to enforce the same for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots and other persons entitled to enforce the same executed and recorded in the manner provided by law.

8. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described and other persons entitled to enforce the same shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

9. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

10. Each and every provision hereof shall bind and inure to the benefit of the undersigned, their successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

11. No changes shall be made in the foregoing covenants by the owners of the lots subject to the same without the consent in writing of the owners or subsequent owners of a majority of the following lots which adjoin the property described above on the west:

N 140' S 581' E 150' W 695.1' of SW $\frac{1}{4}$  SW $\frac{1}{4}$  of 20-15-12, East of 6th P.M., in Douglas County, Nebraska.

Lot 8, Green Briar, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Lot 7, Green Briar, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Lot 3, Green Briar, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Lot 4, Green Briar, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

and said owners shall be construed as the "other persons entitled to enforce the same" referred to above.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged the foregoing instrument this 22<sup>nd</sup> day of January, 1973.

Peggy D. Cowdery  
Peggy D. Cowdery

Ben H. Cowdery  
Ben H. Cowdery

STATE OF FLORIDA )  
COUNTY OF Polk )ss.

On this 22 day of January, 1973, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came PEGGY D. COWDERY and BEN H. COWDERY, wife and husband, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 15, 1976  
BONDED THROUGH MUROSKI-HUCKLEBERRY, INC.


JOHN M. JENKINS hereby accepts and approves the foregoing Protective Covenants and Building Restrictions and agrees to be bound thereby as to any of said real estate subsequently conveyed to him or to his assigns or nominees.

*John M. Jenkins*  
John M. Jenkins

STATE OF NEBRASKA)  
  )ss.  
COUNTY OF DOUGLAS)

On this 34<sup>th</sup> day of January, 1973, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came JOHN M. JENKINS, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

 BERNICE J. INMAN  
GENERAL NOTARY — State of Nebr.  
My Commission Expires  
June 21, 1976

*Bernice J. Inman*  
Notary Public.

38.  
FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
5 DAY OF April 1973 AT 11:57A M. C. HAROLD OSTLER, REGISTER OF DEEDS 12.25