

A G R E E M E N T

Wyman M. Woodyard and Eunice C. Woodyard, (husband and wife)

and

H. J. Lindeman and Helen Lindeman, (husband and wife)

To Whom It May Concern:

Whereas Wyman M. Woodyard and Eunice C. Woodyard, husband and wife, and H. J. Lindeman and Helen Lindeman, husband and wife, are the owners of a replat of Lots 7-24-13-8-22-9, of Sub-division of Lots 1-2-3-4-5-6, of Block 1, Washington Hill, and have platted said property into streets and lots to be known as South Country Club Heights, 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 thereof 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 35 feet but not over 40 feet from the front line of said lot facing on the street on which the lot faces, and at least 5 feet from the side lot line. In the case of a one story residence, the same shall contain at least 750 square feet of ground space and in the case of a two story, the same shall contain at least 600 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 tracts.

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 sub-divider or elected by a majority of the owners of lots in said sub-division. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 10 days, then such approval will 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 slope of said premises and terrace, if any, after the building has been erected, shall remain substantially as it is now.

7. The condition and covenants aforesaid are pursuant to a general plan for developing and improving South Country Club Heights 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 December 31, 1966, 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 said lots thereon in said Addition and by the grantor therein.

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 December 31, 1966, it shall be lawful for any other person or persons owning any other lots in said developments 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 restriction and either to prevent him or them from so doing or to recover damages or other relief 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.

11. 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 land 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.

12. It is further agreed that the restrictions herein contained shall be in force and effect and shall run as covenants with the land until December 31, 1966.

IN WITNESS WHEREOF, we have hereunto set our hands this

26 day of February, 1942, A. D.

In the presence of:

Charles Regier Jr.

Wynan M. Woodard
Ernest C. Woodard
H. J. Lindeman
Robert Lindeman

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 26 day of February A. D. 1942,
before me, a Notary Public in and for said County, personally
came the above named Wyman M. Woodyard and Eunice C. Woodyard,
husband and wife, and H. J. Lindeman and Helen Lindeman, hus-
band and wife, who are personally known to me to be the identi-
tical persons whose names affixed to the above agreement, as
covenantors, and they acknowledge said instrument to be their
voluntary acts and deeds.

WITNESS my hand and Notarial Seal the date last aforesaid.

Walter L. Anderson Notary Public.

My commission expires on the 7 day of Febr A. D. 1948.



2. Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
27 day February 1942 9:45 A M. Thomas J. O'Connor, Register of Deeds.