

THIS INDENTURE, Made this 8th day of July A. D., 1952 between

N. P. DODGE CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of Delaware party of the first part, and Gross Builders, Inc.,

of the County of Douglas Nebraska, and State of Nebraska, part y of the second part,

WITNESSETH. That the said part of the first part for and in consideration of the sum of One Dollar (\$1.00) & other valuable consideration - - - - - DOLLARS in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said part y of the second part, the following described premises, situated in Omaha

Douglas County, and State of Nebraska, to-wit: All of Lots Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), One Hundred Fourteen (114), One Hundred Sixteen (116), One Hundred Seventeen (117), One Hundred Eighteen (118) & One Hundred Nineteen (119), in Westbrook Addition to Omaha, as surveyed, platted and recorded.

Subject to the following restrictions:

A. They shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain thereon other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No dwelling costing less than \$2,500.00 shall be permitted on said lots. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 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.

C. Any dwelling erected on any lot shall be built of new material upon good substantial brick or stone foundations or equivalent; no building nor any part nor projection thereof, except the cornice of the roof shall at any time be erected or located within 25' of the front lot line, or in the case of a corner lot within 12 1/2 feet of the side street line of said lot, except that an open porch or roof thereon or a terrace may be attached to the building between it and said street line. No building shall be located on any interior lot nearer than 5 feet to any side lot line, except that the side yard space may be not less than 2 feet for a garage or other outbuilding located 75 feet or more from the front lot line.

D. No noxious or offensive trade or activity shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. Any garage or other outbuilding, shall be constructed of new material, at least on the outside, and must be neatly painted if not made of brick, stone or stucco, and no garage, outbuilding, temporary structure or tent will be used for dwelling purposes.

F. Before making any improvements, the Grantee agrees during the term of the restrictions above specified to notify the grantor of the intentions to build and to present the plans and specifications to the Grantor or its agents, merely to show that the same are within the terms of said restrictions.

G. All dirt from the cellar, basement or other excavations on said premises during said periods shall be removed from said premises, and the general slope of said premises and terrace, after the building has been erected, shall remain substantially as it is at the date hereof.

H. An easement is reserved over the rear five feet of the lot for utility installation and maintenance.

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

J. 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.

K. 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.