

COVENANT

LOTS; One (1), or Forty-four (44), inclusive of any lot division thereof
Egan Terrace, an addition in Douglas County, Nebraska, as surveyed, plat-
ted and recorded. Subject to the following restrictions, reservations and
conditions, except such as may be waived in writing by the grantors or
their heirs or assigns to which said grantees, their heirs and assigns
agree and accept. TO-WIT:

First: (Building regulations) said premises shall be
occupied for residential purposes exclusively from the date hereof
until January 1st, 1978.

During this time no building nor any part of projections thereof ex-
cept the surface of roof shall at any time be erected or located on
said premises or any part thereof within 15 feet of the street on
which lot faces, nor any building or enclosed porch shall be nearer
than 5 feet from the side lines of said premises; Also no building
shall be erected on said premises or any part thereof within said
period other than a single detached dwelling. Also the main dwelling

of any story or story and a half house shall cover not less than 826
square feet of ground area exclusive of attached garage. (No part of
basement shall be used as a garage unless by special permission.) and
shall be of frame, stone, brick, glass and brick veneer construction or

a combination of two or more of said materials. Also before erecting a
dwelling on said premises plans and specifications for same shall be

presented to the above named grantors or their duly appointed agents
for their inspection and approval. No noxious or offensive trade or
activity shall be carried on upon any lot nor shall anything be done

thereon which may become an annoyance or nuisance to the neighborhood:

No trailer, basement, tent, shack, garage, barn or other out-building
erected in the tract shall at any time be used as a residence tempo-
rarily or permanently nor shall any structure of a temporary character
be used as a residence.

...shall be subject to the same conditions and covenants as the property herein described and the same shall be subject to the same conditions and covenants as the property herein described...

THIRD: The grantor hereby reserves over the rear five feet of the land hereinafter described a right of way and easement.

FOURTH: Any future improvements such as water, sewer, gas or paving or pulling created here on the roads on which the property herein described abuts, if and when installed, the grantee hereinto agrees to assume their share of said costs, if a majority of said owners agree to the contemplated improvements herein provided.

FIFTH: These premises shall never be sold to or occupied by any other than a member of the Caucasian race.

Daniel G. Cary
Cornelia S. Cary

State of Nebraska)
County of Douglas)

On this 25th day of November A. D. 1952, before me, a Notary Public in and for said County, personally came Daniel G. Cary and Cornelia S. Cary, (husband and wife) who are personally known to me to be the identical persons whose names are affixed to the above instrument, and who acknowledged said instrument to be their voluntary act and deed.
WITNESS MY HAND AND NOTARIAL SEAL the date last aforesaid.

CHANGE OF COVENANTS

Whereas on the 2nd day of December 1952 certain covenants were recorded by Daniel G. Cary and Cornelia S. Cary, husband and wife on lots 1 to 14 inclusive Eden Terrace, an Addition in Douglas County Nebraska, same being found in Book 274 at Page 445 of the Miscellaneous Records of the Register of Deeds, and

Whereas Paul V. Brau and Rita M. Brau, husband and wife are the owners of Lot 36; Francis W. Lorenz and Mildred K. Lorenz, husband and wife are the owners of the South 57 feet of Lot 12; Francis J. Schulte and Elizabeth V. Schulte, husband and wife are the owners of the North 33 feet of Lot 14 and the South 24 feet of Lot 15 and Daniel G. Cary and Cornelia S. Cary, husband and wife are the owners of all other lots in said addition, and

Whereas the parties desire to change said covenants by eliminating therefrom all of the 5th covenant as originally recorded,

NOW THEREFORE it is agreed between the above named parties, being the owners of all lots in Eden Terrace Addition that paragraph 5 of the covenants recorded in Book 274 at Page 445 of the records of the register of deeds of Douglas County Nebraska, be and the same is cancelled and annulled, all other parts of said covenants remaining the same as aforesaid.

Dated this 16th day of April 1954.

[Handwritten signatures and names:]

Rita M. Brau
Francis W. Lorenz
Mildred K. Lorenz
Elizabeth V. Schulte
Francis J. Schulte
Daniel G. Cary
Cornelia S. Cary

287 166

STATE OF NEBRASKA

SS

DOUGLAS COUNTY

On this 16th day of April 1954 before me, a Notary Public in and for said County, personally came Paul J. Brau and Rita M. Brau, husband and wife; Francis W. Lorenz and Mildred K. Lorenz, husband and wife; Francis W. Schulte and Elizabeth W. Schulte, husband and wife and Daniel S. Cary and Cornelia S. Cary, husband and wife who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial seal the date last aforesaid.

Alfred M. Wallen
Notary Public

