

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said Covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change 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 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.

Invalidation of any 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.

A. Lots One (1) to Twenty (20) Block Two (2) and Lots One (1) to Thirteen (13) Block Three (3), Green Valley, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot 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 persons of any race other than the Caucasian race shall use or occupy any building on any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

C. 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.

D. No trailer, basement, tent, shack, garage, 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.

E. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one-story structure, and 550 square feet in the case of a 1 1/2 or 2-story structure.

F. An easement is reserved across each lot for utility installation and maintenance.

Accepted and signed:

Witness:

Joseph H. Parkinson
Secretary

W. Parkinson, Inc.

W. Parkinson
President

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 5th day of November, 1948, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came W. Parkinson, Inc. & Pearl H. Parkinson, both of whom are known to be the identical persons whose names are subscribed to the foregoing instrument,