

PROTECTIVE COVENANTS

For lots One to eight inclusive in Sunshine View, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

All of said property shall be known and described as residential plots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than a single or multiple family home. Nor shall any family unit have a private garage for more than three cars.

No trailer, tent, shack, garage or barn erected on any lot 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.

The protective covenants shall not be construed to prevent the construction of multiple family homes or apartments and necessary outbuildings if constructed in accordance with Omaha zoning regulations.

The ground floor area of the main structure of any single family dwelling or multiple family dwelling erected upon any building plot exclusive of one story open porches and garages shall not be less than eight hundred square feet.

No building shall be located on said lots nearer than thirty five feet to the front lot line.

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

The above and foregoing protective covenants are to run with the land and shall be binding on all of the parties hereto and all parties claiming under them until January 1st, 1930, 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 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 any of the covenants herein it shall be lawful for any person or persons owning any of the real estate above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

That the 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.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this day of May, A.D. 1951.

[Handwritten signatures]

State of Nebraska)
Douglas County)

On this 2 day of May, A.D. 1951 before me, a Notary Public duly commissioned and qualified for and residing in said county, personally came Hugh H. Harper and Ruth F. Harper, husband and wife and Merle Davis and Christine Davis, husband and wife, to me known to be the identical persons whose names are affixed to the above protective covenants and acknowledged said instrument to be their voluntary act and deed.

[Handwritten signature]
Notary Public

My commission expires on the 3 day of July 1953