

The undersigned, Daniel G. Cary, a widower, being the owner of the following described lots platted as a portion of West Highlands, a subdivision in Douglas County, Nebraska, according to the plat of said subdivision recorded on the 9th day of October, 1958 in Book 1047 at Page 260 of the deed records of said county, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

Block 4 Lots 7 to 10 inclusive. ✓
Block 5 Lots 2 to 6 inclusive. ✓
Block 6 Lots 2 to 9 inclusive and Lot 9A. ✓
Block 7 Lots 3 to 10 inclusive.

1. All of said lots shall be used and occupied for residential purposes only.
2. In connection with lots designated above, all dwellings constructed thereon shall have a two-car garage of not less than 20 feet in width, either attached to the house, built in as part of the house, or of a basement type.
3. One-story or split-level houses shall have a minimum of 1300 square feet of floor area (not including finished rooms in basement); one-and-one-half and two-story houses shall have a minimum of 1000 square feet of first floor area. The above minimum floor areas shall be computed exclusive of garage, open porches, breezeways and basement.
4. Building set back restrictions for the front and side lot lines of all lots shall be in accordance with the provisions of the Zone Ordinances of the City of Omaha in force and effect on October 9, 1958.
5. No building shall be erected on any lot or parcel of lot in said subdivision other than a single detached dwelling of not to exceed two stories in height.
6. During the period from this date up to and including December 31, 1962, no building or buildings shall be erected on any of said lots unless plans and specifications shall first have been submitted to and approved by The Daniel Cary Company of Omaha, Nebraska, provided this provision shall not be operative in event said The Daniel Cary Company shall cease to do business.
7. The general slope of each lot or parcel and terrace after buildings have been erected thereon shall remain substantially as now

established. All excess dirt resulting from excavation, construction or otherwise shall be hauled away at the expense of the respective owners.

8. Exposed foundations above ground shall be built of brick, brick veneer or stone.

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

10. No antenna or aerial shall be erected or maintained on any of said lots or parcels or buildings thereon other than for ordinary home reception.

11. The following provisions shall be observed during the period hereinafter specified, to-wit:

(a) All fuel tanks on outside of houses shall be buried.

(b) No drive shall be constructed from a street to a street sidewalk except of cement, brick, stone or asphalt or any combination thereof.

(c) No wall or fence shall be built to a height greater than four feet on that section which shall comprise the rear lot area of the property. No wall or fence shall be built to a height greater than two feet six inches on the so-called front area.

(d) No hedge, walk, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.

(e) Garbage and refuse receptacles shall be buried to lot level.

(f) No animals other than dogs and cats and no poultry or fowl shall be permitted to be kept on any of said lots or parcels.

(g) No noxious or offensive trade or activity shall be carried on or permitted upon any lot or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) No grantee, purchaser, owner, occupant, lessee or any other person shall cut into the street pavement or secure any permits authorizing any person firm or corporation to cut into said street pavement.

12. Except as specified in paragraph 6 above, these covenants are to run with the land and be binding on all parties and all persons claiming under them until December 1, 1975.

13. If any purchaser, owner lessee or any other person shall

