

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots One (1) through Twenty (20) inclusive, Block Four (4); Lots One (1) through Ten (10) inclusive, Block Five (5); Lots One (1) through Fourteen (14) inclusive, Block Six (6); Lots One (1) and Two (2) inclusive, Block Seven (7); all in Wilson and Mossman's Florence Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for 5th Residence District.

2. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 5 feet from any side yard lot line of inside lots. On corner lots side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.

3. No residence 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. Residences shall have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 900 square feet if the residence is a one story residence and not less than 850 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car builtin or attached garage.

4. Exposed foundations shall be painted or faced with brick or stone.

5. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots 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.

6. 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 annoyancé or nuisance to the neighborhood.

7. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick.

8. No open fence shall be built to a height greater than 4 feet, six inches (4'6") on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

9. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

