

RESTRICTIVE COVENANTS

Dated: 10-19-64

The undersigned hereby declare that the following covenants conditions, restrictions and easements are hereby imposed upon the following described real estate; are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date, after which time said covenants shall be automatically extended for successive periods of 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 15 through 26 inclusive, Block 6, and
Lots 3 through 10 inclusive, Block 7,

all in Wilson & Mossman's Florence Addition (5th Platting), 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 five 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 car built in 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 annoyance or nuisance to the neighborhood.

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

8. No open fence shall be built to a height greater than four feet six inches 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 feet of each lot and over the three feet adjoining each side lot line for utility installations and maintenances.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other 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 violations.

Richard H. Boonstra Marjorie A. Boonstra
Richard H. Boonstra and Marjorie A. Boonstra
husband and wife, Owners of Lot 9, Block 7 (above Addition)

Stephen H. Wiltse Julie Bowers Wiltse
Stephen H. Wiltse and Julie Bowers Wiltse
husband and wife, owners of Lot 24, Block 6 (above Addition)

Harold W. Rodgers Paula Rodgers
Harold W. Rodgers and Paula Rodgers
husband and wife, owners of Lot 8, Block 7 (above Addition)

David Prochnau Harlene J. Prochnau
David Prochnau and Harlene J. Prochnau
husband and wife, owners of Lot 21, Block 6, (above Addition)

X John F. Daley Dorothy Ann Daley
John F. Daley and Dorothy Ann Daley
husband and wife, owners of Lot 25, Block 6 (above addition)

Brau Brothers, a Co-partnership

By Carl J. Brau
Partner

By George W. Brau
Partner

Owners of: Lots 15 to 23 incl. 25 and 26, Block 6,
Lots 3 to 7 inclusive, and Lot 10, Block 7, Above Addition

STATE OF NEBRASKA:
COUNTY OF DOUGLAS: ss

On this 24th day of October, A.D. 1964, before me, a Notary public duly commissioned and qualified for said county, personally came Richard H. Boonstra and Marjorie A. Boonstra, husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

24th Aug. 1967 Arnold C. Jenkins

STATE OF NEBRASKA:
COUNTY OF DOUGLAS: ss

On this 20th day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came Stephen H. Wiltse and Julia Bowers Wiltse husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

24th Aug. 1967 Arnold C. Jenkins

STATE OF NEBRASKA: ss
COUNTY OF DOUGLAS: ss

On this 21st day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came Harold W. Rodgers and Paula Rodgers husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

24th Aug. 1967 Arnold C. Jenkins

STATE OF NEBRASKA: ss
COUNTY OF DOUGLAS: ss

On this 19th day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came David Prochnau and Harlene J. Prochnau husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county, the day and year last above written.

Notary Public

My commission expires:

24th Aug. 1967 Arnold C. Jenkins

State of Nebraska:
County of Douglas: ss

On this 29th day of October, A.D. 1964, before me, a Notary Public, duly commissioned and qualified for said county, personally came John F. Daley and Dorothy Ann Daley, husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county, the day and year last above written

My commission expires:

Notary Public

24th Aug. 1967
STATE OF NEBRASKA: ss
COUNTY OF DOUGLAS:

Arnold C. Leakes

On this 29th day of October, A.D. 1964, before me, a Notary Public, duly commissioned and qualified for said county, personally came Paul J. Brau and George W. Brau, doing business as Brau Brothers, a co-partnership, and personally known to me to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said co-partnership.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

My commission expires:

Notary Public.

24th Aug - 1967

Arnold C. Leakes

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THOMAS J. MCCONNOR
REGISTER OF DEEDS
COUNTY OF DOUGLAS

418
648

Thomas J. McCann

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68-272-N+272-8-11-64
68-272-S+272-18-1-2-64

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251 Boyl