PROTECTIVE COVENANTS AND RESTRICTIONS.

FEDERAL HOUSING

R.E. C.E. I.V.E.D.

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KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned the west 41 feet of are the owners of Lots Eight (8) to Nineteen (19) inclusive and Lots Thirty-seven (37) to Forty-four (44) inclusive of Gises Addition, an Addition to the City of Omaha, Douglas County, Nebraska, except part of said lots taken for streets and are desirous of placing restrictions on said lots,

Now therefore, the following restrictions are hereby placed on said lots, to-wit:

- 1. All lots in the tract shall be known and described as residential lots, except that lots Eight (8) and Nine (9) of said tract may, at the option of the undersigned, be used for a park or playground.
- 2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling or one 2 family dwelling not to exceed two stores in height and a private garage for not more than 2 cars.
- nearer to the side street than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- 4. No residence or attached appurtenance shall be erected on any lot farther than 45 feet from the front lot line.
- 5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building set back line.
- 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. No trailer, basement, tent, shack, garage, barn, or other out-building 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.
- 8. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 570 square feet in the case of a one-half, two, or two and one-half story structure. in the case of a one and one-half, two, or two and one-half story structure.
- 9. Easements are reserved as shown on the recorded plat, for utility installation and maintenance.
- 10. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 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 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 violation.

Invalidation of any one of these 3Covenants 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 the undersigned have set their hands this 17th day of November, 1944.

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STATE OF NEBRASKA )
SS,
COUNTY OF DOUGLAS )

On this 17th day of November, 1944, before me, a Notary Public in and for said County, personally came the above named HIRAM D'WOSKIN DEE and BETTY DEE, husband and wife, who are personally known to me to be the identical person whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Grekar & Whole Notary Public.

My commission expires on the 3 day of norman, A. D. 19 45.

