

THESE COVENANTS shall apply to Lots 12 to 19 inclusive and Lots 31 to 34 inclusive, Block 2, Block 3 except Lots 1 and 2, Block 4, Block 5 and Lots 1 to 7 inclusive, Block 6 Florence Park Addition to the City of Omaha, Douglas County, Nebraska.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten 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 sub-division 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 covenants by judgment or Court order shall in no wise affect any of the other provisions which remain in full force and effect.

1. All lots in the tract shall be known and described as Residential Lots except Lot 7, Block 4 and Lot 8, Block 5. The latter two lots may be used for either Residential or Commercial purposes.

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single-family or one two-family dwelling, neither to exceed one and one-half ($1\frac{1}{2}$) stories in height and a private garage for not more than two cars.

3. All sidewalks when provided for Residential Lots shall have a width of four (4) feet and the streetward edge of the walk shall be located five (5) feet lotward of the back of curb.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. 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.

7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 800 square feet in the case of a single-family dwelling nor less than 1400 square feet in the case of a two-family dwelling.

(con't)

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8. An easement is reserved over the rear five feet of each lot and also over two feet of each side Lot line for Utility and maintenance and installation.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

STATE OF NEBRASKA
DOUGLAS COUNTY

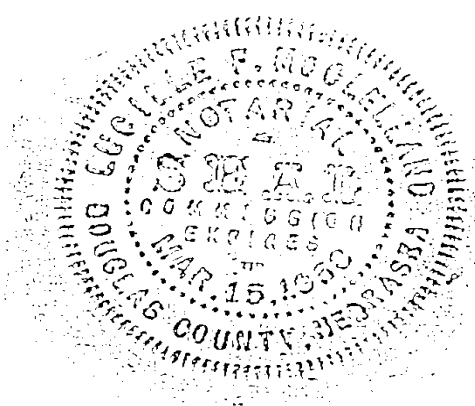
Jay F. Gilmore
Erma B. Gilmore
Donald G. Lamp
Marjorie M. Lamp

On this 23rd day of June A.D., 1954, before me, the undersigned Lucille F. McClelland a Notary Public, duly commissioned and qualified for and residing in said County personally came Jay F. Gilmore and Erma B. Gilmore, husband and wife, and Donald G. Lamp and Marjorie M. Lamp, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Restrictive Covenants and acknowledge the same to be their voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.

Lucille F. McClelland Notary Public

My Commission expires the 15th day of MAY, 1958



11.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
23 DAY June 1954 AT 12:33 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

20.50