

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Walter A. Hansen and Muriel A. Hansen, husband and wife, the said Walter A. Hansen being the owner of Lots 1, 2, 3, 4, 5, 6, and 8, in Block 231; Lots 1, 2, 3, 4, 5, 6, 7, and 8, in Block 238; and Lots 2, 3, 6, and 7, in Block 237 in Florence; and the undersigned, Harry E. Judd, Trustee, being the owner of Lots 1 and 2, Block 16, Florence Field, an addition in the City of Omaha, Douglas County, Nebraska, and C. W. Martin Company, owner of Lots 12, 13, 14, and 15, in Block 15, Florence Field, all in the City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded do hereby state, publish, and declare that all the lots above described shall be conveyed and shall be owned and held under and subject to the covenants, conditions, and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.
2. Each of the covenants is in pursuance of a general plan for the development and improvement of said district and each of said covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, and lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear boundary line of said lots.
4. By accepting a deed to any of said lots the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.
5. Said premises shall be used and occupied for residence purposes exclusively.
6. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.
7. No trailer, basement, excavation, tent, shack, garage, barn or other out-building erected, constructed or placed on any part of said premises 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. No building shall be erected, constructed, altered, placed, or permitted to remain on any above described lots other than a single detached dwelling, and such dwelling shall front to the street upon which said lot abuts, and no part of such dwelling other than the cornice of its roof shall be nearer to the street line or lines of said lots than herein set out, as follows:

In Block 238, Florence, not nearer than 20 feet from Weber Street and not more than 10 feet from Hanover Street, nor 17 feet from 28th Street and 28th Ave.; in Block 231, Florence, not nearer than 20 feet from Weber Street and 28th Ave., nor 10 feet from Hanover Street; in Block 237, Florence, not nearer than 20 feet from Weber Street, nor nearer than 17 feet from 28th Street, nor nearer than 10 feet from Hanover Street; in Blocks 15, Florence Field, not nearer than 15 feet from Weber Street, nor 17 feet from 28th Ave. and Wyoming Street; and in Block 16, Florence Field, not nearer than 15 feet from Weber Street, nor 17 feet from 28th Ave.; and no part of such dwelling shall be nearer than 5 feet from the side lot lines-----except that an open porch

or a terrace may be attached to said dwelling and may project beyond said limitations.

9. The cost of such dwellings shall not be less than Thirty-five Hundred Dollars, exclusive of outbuildings.

IN WITNESS WHEREOF the said undersigned have set their hands this 28 day of July, 1941.

Walter A. Hansen
Walter A. Hansen

Muriel A. Hansen
Muriel A. Hansen

Owners of Lots 1, 2, 3, 4, 5, 6, and 8, in Block 231; Lots 1, 2, 3, 4, 5, 6, 7, and 8, in Block 238; and Lots 2, 3, 6, and 7, in Block 237, Florence, in the City of Omaha, Douglas County, Nebraska.

X Harry E. Judd, Trustee
Harry E. Judd, Trustee

Owner of Lots 1 and 2 in Block 16, Florence Field, Omaha, Douglas County, Nebraska.

C. W. Martin Company

BY Charles R. Martin Block 15 President
Owner of Lots 12, 13, 14, and 15, in Florence Field, Omaha, Douglas County, Nebraska

STATE OF NEBRASKA)
ss.

COUNTY OF DOUGLAS) On this 28 day of July, 1941, before me, a Notary Public in and for said County, personally came the above named Walter A. Hansen and Muriel A. Hansen, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above Declaration of Restrictive Covenants, and they acknowledged said Instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

V. M. P.
Notary Public

My commission expires July 19, 1947

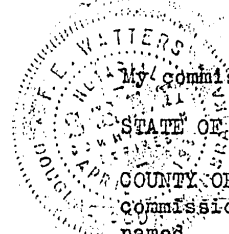
STATE OF NEBRASKA)
ss.

COUNTY OF DOUGLAS) On this 14 day of ~~July~~ ^{Apr} 1942, before me, a Notary Public in and for said County, personally came the above named Harry E. Judd, Trustee, who is personally known to me to be the identical person whose name is affixed to the above Declaration of Restrictive Covenants, and he acknowledged said Instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

X Jesus E. Croninger
Notary Public

My commission expires February 22, 1946



STATE OF NEBRASKA)
ss.

COUNTY OF DOUGLAS) On this 14 day of ~~July~~ ^{April} 1942, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally came the above named Charles R. Martin President, of the C. W. Martin Company, who is personally known to me to be the identical person whose name is affixed to the above Declaration of Restrictive Covenants as the President of the Company and he acknowledged the Instrument to be his voluntary act and deed, and the voluntary act and deed of the said Company.

Witness my hand and official seal, at Omaha, in said County, the date aforesaid.

F. E. Waters
Notary Public

My commission expires Apr 30 1942
Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska
5. 15 day May 1942 at 4:30 P. M. Thomas J. O'Connor, Register of Deeds.