

AGREEMENT AND RESTRICTIONS FOR "MOSSMAN'S AND WILSON'S ADDITION" AND
"MOSSMAN'S AND WILSON'S ADDITION EXTENSION"

AGREEMENT FOR PROTECTIVE COVENANTS, RESTRICTIONS, AND
CONDITIONS FOR ALL OF MOSSMAN'S AND WILSON'S ADDITION AND
MOSSMAN'S AND WILSON'S ADDITION EXTENSION, OMAHA, DOUGLAS
COUNTY, NEBRASKA.

WHEREAS, Carl C. Wilson, Inc., a Nebraska Corporation, a corporation doing business in the State of Nebraska, are the owners of all lots as described above; and

WHEREAS, it is the desire of the aforesaid owners of said "MOSSMAN'S AND WILSON'S ADDITION" and "MOSSMAN'S AND WILSON'S ADDITION EXTENSION" to improve said addition with construction of modern and desirable dwelling houses;

NOW THEREFORE, in consideration thereof, and of the mutual benefits to be derived by the owners of said additions and lots and any purchaser or purchasers their successors, administrators; executors, and assigns; the owners, each in his and her own right, stipulate and agree that any and all lots in said addition sold, transferred and conveyed, shall be and are subject to the following protective covenants, restrictions and conditions, all of which shall run with the land, as follows:

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one half stories in height and a private garage for not more than two cars.

C-2. No building shall be erected, altered, placed on any lot until the construction plans and specifications and a plan showing the locations of the structure have been approved by the City Engineer and Building Inspector and under supervision of same.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$7500.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 670 square feet for each dwelling.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer to the front lot line than any other building in the block in which their lot is located. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 3 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

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

C-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

D-1. TERM. These covenants 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and order.

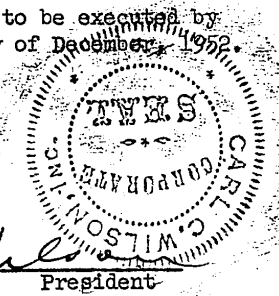
IN WITNESS WHEREOF, the said Carl C. Wilson, Inc. has caused these presents to be executed by its president and its Corporate Seal to be affixed hereto this 15th day of ~~December~~ ^{December}, 1952.

Attest:

Robert J. Wilson
Secretary

CARL C. WILSON, INC.

Carl C. Wilson
President



STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 15th day of December, 1952, before me the undersigned,

a Notary Public in and for said County, personally came

Carl C. Wilson, President of Carl C. Wilson, Inc., to me personally known to be the President and the identical person whose name is affixed to the above covenant, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Carl C. Wilson, Inc., and that the Corporate Seal of the said Carl C. Wilson, Inc. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

My commission expires the 2nd day of July, 1958

Jeanette L. Heroman
Notary Public



545 11 31 1952