PROTECTIVE COVENANTS

THESE COVENANTS shall apply to Lots 20 to 29 inclusive, Block 2 and all of Blocks 7, 8, and 9, 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 (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 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 shall remain in full force and effect.

1. All Lots in the tract shall be known and described as residential Lots.

2. No structures 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 (1½) stories in height and a private garage for not more than two (2) cars.

3. No building shall be located on any building plot nearer than 35 feet to the front Lot line, nor nearer than 17.5 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 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 set-back line.

5. 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.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. On all Lots except 10 to 13 inclusive, Block 7 and 1 to 11 inclusive, Block 9, Florence Park Addition, the ground floor area of

BOOK 294 PAGE 300

Page 2--Protective Covenants [illegible]

the main structure [illegible] shall not be less than [illegible] feet in case of two-family dwellings, [illegible] Block 7 and 1 [illegible] inclusive Block [illegible] ground floor area of the main structure [illegible] porches and garages shall not be less than [illegible] than 1400 square feet in case of two-family dwellings.

8. An easement is reserved over the rear five feet of each Lot and also over two feet of each side 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.

APPROVED and signed as to the above described property by the owners thereof:

Donald G. Lamp — Jay F. Gilmore

Marjorie M. Lamp — Erma [illegible] Gilmore

JAY A. POUND JR. GENERAL NOTARY Commission Expires [illegible] 1960 STATE OF NEBRASKA

[illegible] NEBRASKA,)
) SS.
County of Douglas,)

On this 7th day of January 1955, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Donald G. Lamp and Marjorie M. Lamp husband and wife, and Jay F. Gilmore [illegible] husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Jay A. Pound Jr.
Notary Public.

My Commission expires March 11, 1960

24 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
10 DAY Jan 1955 AT 10:53 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 19.45