

No. \_\_\_\_\_ : Carl G. Wilson, Inc.  
 Also \_\_\_\_\_ : William F. Brazzard and  
 \_\_\_\_\_ : William Sanderson  
 Page \_\_\_\_\_ : 23  
 \_\_\_\_\_ : When it may concern

Filed July 3, 1940

THESE COVENANTS shall apply to the following lots in Wilson & Roseman's Florence Addition to the City of Omaha, Douglas County, Nebraska:

lots 5 through 26 inclusive, in Block 1 and lots 1, 2, 3, and 4 in Block 2, and lots 7 through 11, Block 3, Wilson & Roseman's Florence Addition.

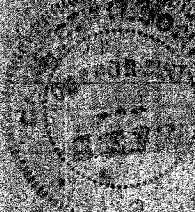
1. All said lots shall be zoned, described and used as Residential lots.
2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-framed dwelling per lot, or one two-family dwelling where the lot coverage and lot area complies with the City of Omaha zoning, which is not to exceed one and one-half (1 1/2) stories in height and a private garage for not more than two cars.
3. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side streets of improved residential lots.
4. No residential structure shall be erected or placed on any lot which has an area of less than 1,000 square feet or a distance in width of less than 30 feet at its widest part.
5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any building be erected 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. The ground area of the main story, exclusive of any open porches and steps shall be not less than 20 square feet.
8. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 5 feet to any side street line. No building shall be lower than 8 feet in any side lot line, except that a minimum side yard and a minimum rear yard of 2 feet shall be required for a garage or other permitted accessory building located 10 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, steps, stoops, 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.
9. An easement is granted to Northwestern Bell Telephone Co. and the Omaha Public Power District, over the rear 5 feet of each lot and also over 2 feet on each side of side lot lines for utility maintenance and installation.
10. 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.
11. 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

subsequent owners of each of the lots above described, until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

13. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

14. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation, or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

Acknowledged July 17, 1960, by William F. Graser and William Parkinson before \_\_\_\_\_, a Notary Public, with seal, Douglas County, Nebraska. My commission expires \_\_\_\_\_



*William F. Graser*  
*William Parkinson*

CARL C. WILSON, Notary

*Carl C. Wilson*  
Notary Public

STATE OF NEBRASKA  
DOUGLAS COUNTY

On this 7th day of July, 1960 before me, the undersigned, a Notary Public in and for said County personally came William F. Graser, William Parkinson, and Harland L. Hossman to me personally known to be the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary acts and deeds.

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

*Carl C. Wilson*  
Notary Public

My commission expires the 27th day of June, 1964.



390 195

## RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and 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 (25) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots One (1) through Twenty (20) inclusive, Block Four (4); Lots One (1) through Ten (10) inclusive, Block Five (5); Lots One (1) through Fourteen (14) inclusive, Block Six (6); Lots One (1) and Two (2) inclusive, Block Seven (7); all in Wilson and Mossman's Florence Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Regulations of the Zoning Ordinance of Omaha for 5th Residence District.
2. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than 5 feet from any side yard lot line of inside lots. On corner lots side yard set backs shall conform with the zoning ordinance for the zone in which the property is located.
3. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Residences shall have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 900 square feet if the residence is a one story residence and not less than 850 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one (1) car built in or attached garage.
4. Exposed foundations shall be painted or faced with brick or stone.
5. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots 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.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be of become an annoyance or nuisance to the neighborhood.
7. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick.
8. No open fence shall be built to a height greater than 4 feet, six inches (4'6") on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.
9. An easement is reserved over the rear five (5) feet of each lot and over the three (3) feet adjoining each side lot line, for utility installations and maintenances.

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The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is severable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, 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.

Dated 29<sup>th</sup> day of November, 1962

Carl C. Wilson  
Carl C. Wilson, widower

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS)

On this 29 day of Nov., 1962, before me, the undersigned, a Notary Public in and for said County, personally came the above named Carl C. Wilson, widower who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and Notarial Seal the date last aforesaid.

Edward J. Jones  
Notary Public

My commission expires: 24<sup>th</sup> day of Aug - 1967

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## RESTRICTIVE COVENANTS

Dated: 10-19-64

The undersigned hereby declare that the following covenants conditions, restrictions and easements are hereby imposed upon the following described real estate; are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Lots 15 through 26 inclusive, Block 6, and  
Lots 3 through 10 inclusive, Block 7,

all in Wilson & Mossman's Florence Addition (5th Platting), an addition to the city of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

1. All lots in the tract shall be known and described as residential lots, but may be used for any purpose as set forth in the Use Regulations of the Zoning Ordinance of Omaha for 5th Residence District.

2. No building shall be erected on said premises less than 35 feet from the front lot line, nor closer than five feet from any side yard lot line of inside lots. On corner lots side yard set backs shall conform with the Zoning Ordinance for the zone in which the property is located.

3. No residence shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height. Residences shall have a ground floor area of the main structure exclusive of one story open porches and garage of not less than 900 square feet if the residence is a one story residence and not less than 850 square feet of ground floor area for a dwelling of more than one story. Either to have a minimum of one car built in or attached garage.

4. Exposed foundations shall be painted or faced with brick or stone.

5. No trailer, basement, excavation, tent, shack, garage,

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. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four feet wide, four inches thick.

8. No open fence shall be built to a height greater than four feet six inches on that section which shall comprise the rear lot area of the property. No fences, hedges shall be placed or maintained forward of the front building line.

9. An easement is reserved over the rear five feet of each lot and over the three feet adjoining each side lot line for utility installations and maintenances;

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, 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 violations.

*Richard H. Boonstra, Marjorie A. Boonstra*  
Richard H. Boonstra and Marjorie A. Boonstra  
husband and wife, Owners of Lot 9, Block 7 (above Addition)

*Stephen H. Wiltse, Julie Powers Wiltse*  
Stephen H. Wiltse and Julie Powers Wiltse  
husband and wife, owners of Lot 24, Block 6 (above Addition)

*Harold W. Rodgers, Paula Rodgers*  
Harold W. Rodgers and Paula Rodgers  
husband and wife, owners of Lot 8, Block 7 (above Addition)

*David Prochnau, Harlene J. Prochnau*  
David Prochnau and Harlene J. Prochnau  
husband and wife, owners of Lot 21, Block 6, (above Addition)

*John F. Daley, Dorothy Ann Daley*  
John F. Daley and Dorothy Ann Daley  
husband and wife, owners of Lot 25, Block 6 (above Addition)

STATE OF NEBRASKA: ss  
COUNTY OF DOUGLAS:

On this 24<sup>th</sup> day of October, A.D. 1964, before me, a Notary public duly commissioned and qualified for said county, personally came Richard H. Boonstra and Marjorie A. Boonstra, husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

STATE OF NEBRASKA: ss  
COUNTY OF DOUGLAS:

On this 24<sup>th</sup> day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came Stephen H. Wiltse and Julia Bowers Wiltse husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

STATE OF NEBRASKA: ss  
COUNTY OF DOUGLAS:

On this 24<sup>th</sup> day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came Harold W. Rodgers and Paula Rodgers husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

Notary Public

My commission expires:

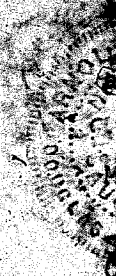
STATE OF NEBRASKA: ss  
COUNTY OF DOUGLAS:

On this 19<sup>th</sup> day of October, A.D. 1964, before me, a Notary Public duly commissioned and qualified for said county, personally came David Prochnau and Harlene J. Prochnau husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county, the day and year last above written.

Notary Public

My commission expires:



State of Nebraska:  
County of Douglas: ss

On this 29<sup>th</sup> day of October, A.D. 1964, before me, a Notary Public, duly commissioned and qualified for said county, personally came John F. Daley and Dorothy Ann Daley, husband and wife, to me personally known to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Omaha, Nebraska, in said county, the day and year last above written

My commission expires:

Notary Public

STATE OF NEBRASKA, ss  
COUNTY OF DOUGLAS:

*David C. Senke*

On this 29<sup>th</sup> day of October, A.D. 1964, before me, a Notary Public, duly commissioned and qualified for said county, personally came J. Brau and George W. Brau, doing business as Brau Brothers, a co-partnership, and personally known to me to be the identical persons who executed the above instrument and acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said co-partnership.

Witness my hand and seal at Omaha, Nebraska, in said county the day and year last above written.

My commission expires:

Notary Public

*27<sup>th</sup> Aug 1967*  
*David C. Senke*

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COUNTY OF DOUGLAS

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