

PROTECTIVE COVENANTS.

BOOK 278 PAGE 221

THESE COVENANTS shall apply to Lots One (1) to Twenty (20), both inclusive, Block One (1); Lots One (1) to Eleven (11), both inclusive, Block Two (2); and Lots One (1) and Two (2), Block Three (3), 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, 1964, 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a single-family dwelling, nor less than 1248 square feet in the case of a two-family dwelling.
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, )  
                                  ) SS.  
County of Douglas, )

On this 19th day of May, A.D., 1953, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came DONALD G. LAMP and MARJORIE LAMP, husband and wife, and JIM F. GILMORE and ERMA B. GILMORE, 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.



Lucille F. McChelland  
Notary Public.

10. 10-65  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
20 DAY May 19 53 AT 1:23 P M. THOMAS J. O'CONNOR, REGISTER

284-400 244  
477

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 (1 1/2) 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



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the main structure exclusive of one-story open porches and patios shall not be less than 800 square feet, nor less than 1000 square feet in case of two-family dwellings. On lots 10 to 12 inclusive, Block 7 and 1 to 11 inclusive Block 8, Florence Park Addition, the ground floor area of the main structure exclusive of porches and garages shall not be less than 920 square feet, nor less 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 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.

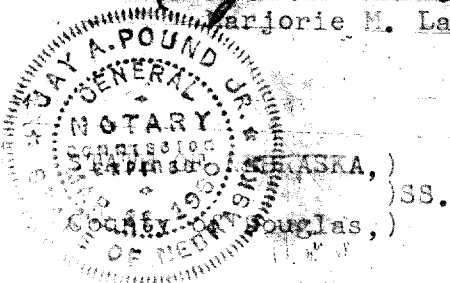
APPROVED and signed as to the above described property, by the owners thereof:

Donald G. Lamp  
Donald G. Lamp

Jay F. Gilmore  
Jay F. Gilmore

Marjorie M. Lamp  
Marjorie M. Lamp

Arma E. Gilmore  
Arma E. Gilmore



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, husband and wife, and Jay F. Gilmore & Arma E. Gilmore, 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  
Notary Public.

My Commission expires March 11, 1960

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, 1955, 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 relief for such violation.

Invalidation of any one of these covenants by judgment of Court under 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 (1½) 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 side 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.

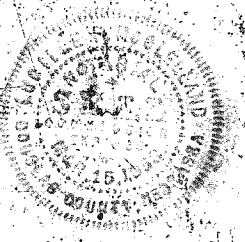
(cont.)

Page 2--PROTECTIVE COVENANTS, Florence Park Addition

- 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.

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

STATE OF NEBRASKA  
 DOUGLAS COUNTY



On this 13<sup>th</sup> day of June, A.D., 1954, before me, the undersigned Lawrence F. McCalland 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.

*Lawrence F. McCalland* Notary Public  
 My Commission expires the 15<sup>th</sup> day of May, 1958