Book 234 Page 31 Incoming Correspondence, Conveyances, Instructions, and Miscellaneous

(Cont'd)

WHEREAS, Dillon Construction Co., Inc., a Nebraska Corporation, being the owner of Block One (1), Lots Eleven to Nineteen (11 to 19) inclusive, Block Two (2), Lots Twenty-three to Forty-two (23 to 42) inclusive, Block Six (6), Block Seven (7), Lots One to Seven (1 to 7) inclusive, Block Eight (8), Dillon's Second Addition, as laid out in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed, and held under and subject to the following conditions, restrictions and easements, to wit:

1. All lots above described now and in the future shall be used as residential Lots. Not more than one Residential structure and garage shall be built on any one of said Lots, provided, however, this shall not prevent the use of a greater area than one lot as a single site. 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

2. No building shall be erected on said premises within Thirty-Five (35) Feet of the Front Lot Line, nor within Five (5) Feet of the Side Lot lines.

3. The main floor of all single story and story and one half dwellings shall cover a ground area of not less than 800 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 720 square feet, exclusive of garages and porches.

4. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.

5. The covenants and restrictions herein set forth shall run with the land, and be binding upon all persons for a period of Twenty-five (25) years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten (10) years unless they are changed, in whole or in part, by written agreement upon the then owners of the majority of said lots, executed and recorded in the manner provided by law.

6. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

7. Each of the provisions herein is several and separable. Invalidation of any such provision by judgement, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

8. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and, by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyance by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions, and covenants, and any and all purchasers may enforce them.

Signed this 11th day of December, A.D. 1953.

DILLON CONSTRUCTION CO., INC.

Robert K. Dillon, President

Clifford S. Jensen, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11th day of December, 1953, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert K. Dillon, President, and Clifford S. Jensen, Secretary, of the DILLON CONSTRUCTION CO., INC. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Paul C. McGovern
Notary Public

My Commission expires January 30, 1957.

ENTERED ON NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
12 DAY Dec 53 at 2:35 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 17.40