

DECLARATION OF COVENANTS

The undersigned, Regan Robinson and Helga Robinson, husband and wife, the said Helga Robinson being the owner of Lots 1, 2, 3, 4, 5, and 6, in Block 46, and Lots 5 and 6, Block 46 in Benson Addition; and the undersigned Mary Mathews, single, being owner of Lots 15 and 17, Block 46, Benson Addition to the City of Omaha; and the undersigned, Benson Land Company being owner of Lots 18, 19, and 20, Block 46, Benson Addition to the City of Omaha; and the undersigned Frances Vobrazil, single, being owner of Lots 23 and 24, Block 46, Benson Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, do hereby state, publish, and declare that all the lots above described shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 17th day of March, 1972; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.

2. Each of the covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.

3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, and lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear 5 feet of said lots.

4. By accepting a deed to any of said lots the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

5. Invalidity 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.

6. Said premises shall be used and occupied for residence purposes exclusively.

7. No person other than of the Caucasian race shall be or become an owner or lessee of any part of said premises, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.

8. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one single, detached dwelling, not to exceed 1 1/2 stories in height, and a private garage for not more than two cars. No building shall be located nearer to the front lot line than the building setback lines shown on the recorded plat. In any event, no building shall be located nearer than 25 feet to the front lot line or farther than 37 feet from the front lot line nor nearer than 5 feet to any side lot line. No building, except a detached garage or other outbuilding, located 30 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. No residential structure shall be erected or placed on any building plot which plot has an area of less than 6000 square feet or a width less than 50 feet at the front building setback line, except that a residence may be erected on Lots 5 and 6, Block 46, with a lot width of 45 feet and a lot depth of 90 feet.

9. 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 a nuisance to the neighborhood.

10. No dwelling costing less than \$3250.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 128 square feet in the case of a one-story structure nor less than 328 square feet in the case of a one and one-half story structure.

Reuben Eckstrom
Reuben Eckstrom
Helga Eckstrom
Helga Eckstrom

Owners of Lots 1, 2, 3, 4, 5, 6, Block 45,
and Lots 7 and 8, Block 46, all in Benson
Addition to the City of Omaha, as surveyed,
platted and recorded, Douglas County, Nebraska.

Mary Mathouser
Mary Mathouser
Owner of Lots 16 and 17, Block 46, Benson
Addition to the City of Omaha, as surveyed,
platted and recorded, Douglas County, Nebraska.

THE BENSON LAND COMPANY

By *Frank J. ...*
President

Owner of Lots 18 and 19, Block 46, Benson
Addition to the City of Omaha, as surveyed,
platted and recorded, Douglas County,
Nebraska.

Anna Madril X Her mark
Frances Voberil (single)
Witnesses: *Wynman Woodyard* by *Anna Madril*
Frances Voberil

Owner of Lots 23 and 24, Block 46, Benson
Addition to the City of Omaha, as surveyed,
platted and recorded, Douglas County, Nebraska.

COURT OF DOUGLAS, ss.

On this 31 day of March, 1942, before me, a Notary Public in and for
said County, personally came the above named Reuben Eckstrom and Helga Eckstrom, wife and
and wife, and Mary Mathouser, single, ~~both of whom~~ ~~known~~, who are personally
known to me to be the identical persons whose names are affixed to the above Declaration
Restrictive Covenants, and they acknowledged said instrument to be their voluntary
act and deed.

Witness my hand and official seal the day and date last foregoing.

Wynman Woodyard
Notary Public

Commission expires 29 Sept 1945

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

On this 31 day of March, 1942, before me,
Notary Public in and for said County, personally came Frances Voberil to
be known to be the identical person described in and whose name is affixed
to the above instrument and she acknowledged the said instrument, and the
execution thereof by the affixing thereon of her mark in lieu of her
signature, to be her voluntary act and deed for the purpose therein
expressed and that she did in my presence affix to the foregoing instrument
her mark in lieu of her signature.

IN TESTIMONY WHEREOF I, I have hereunto set
hand and affixed the official seal on the day and date last above written.
Wynman Woodyard
Notary Public

STATE OF WISCONSIN)

COUNTY OF DOUGLAS)

On this 27 day of March, 1924, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally came the above named Grant A. Benson, President of The Benson Land Company, who is personally known to me to be the identical person whose name is affixed to the above document as President of said The Benson Land Company, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of the said Company.

WITNESS my hand and official seal, at Oshkosh, in said County, the date aforesaid.

J. M. [Signature]
Notary Public

9
27th day of Sept 1924 3:52 P.M. REGISTERED IN GENERAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, WISCONSIN 360
NORMAN J. VERMONG, REGISTER OF DEEDS