

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INDENTURE, Made this 24th day of April, 1951, between Robert W. Dillon, party of the first part, and Dillon Development Company, party of the second part,

WITNESSETH, That in consideration of ONE DOLLAR, the conveyance of certain real estate by First Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Lots 1 to 10, inclusive, Block 12, Dillon's Fairacres Addition, in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure 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 building site.
2. No building shall be erected on said premises within 40 feet of street lines bordering said premises, nor within 7 feet of the side lot lines.
3. The main floor of all single story and story and one half story dwellings shall cover a ground area of not less than 1200 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 750 square feet, exclusive of garages and porches.
4. All dwellings shall have an attached garage large enough to house one car of standard size and of the same material and shall correspond in architecture with the dwelling.
5. 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.
6. No fence shall be built in the front yard beyond the front line of any dwelling.
7. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of the lot and part or parts of two or more adjoining lots.
8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by law, except that the initial period of 25 years plus all extensions shall not exceed 99 years.
9. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not affect any other provision.
10. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and inure upon all subsequent owners of each of the lots above designated. All deeds of conveyance by the undersigned, their heirs, successors and assigns, and by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any deed or any contract that might by other means be made in violation or infringement thereof, irrespective of whether they are prior or subsequent thereto.
11. Nothing contained in this instrument shall in any way be construed as releasing upon the undersigned any liability, obligation, or requirement for its enforcement.

IN WITNESS WHEREOF, the parties aforesaid have subscribed their names the date mentioned above.

Robert W. Dillon
Party of the First Part

DILLON DEVELOPMENT COMPANY
Party of the Second Part

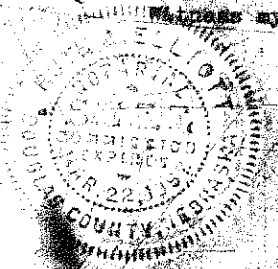
By Robert W. Dillon President

By Clifford S. Jensen Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 24th day of April, 1951, before me, the undersigned, a Notary Public duly commissioned and qualified for and residing in said County, personally came Robert W. Dillon, to me known to be the identical person whose name affixed to the foregoing instrument as Party of the First Part, and acknowledged the execution of the same to be his voluntary act and deed.

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

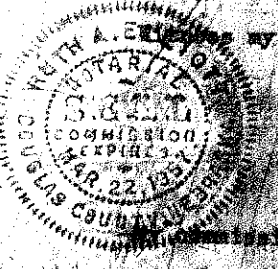


Robert A. Evans
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 24th day of April, 1951, before me, the undersigned, a Notary Public in and for said County, personally came the above named Robert W. Dillon, President, and Clifford S. Jensen, Secretary, of DILLON DEVELOPMENT COMPANY, 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.



Robert A. Evans
Notary Public

16th August 1951 9:31 A