

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 2 to 16, inclusive, Block 6, Dillon's Fairacres Addition, an 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 the street line 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 line 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 one lot and part or parts of one 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 period 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 imposed upon all subsequent owners of each of the lots above described. All deed of conveyance by the undersigned, their heirs, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner may enforce them against any other owners or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.
11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

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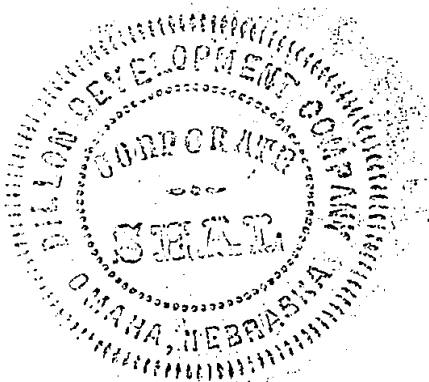
IN WITNESS WHEREOF, the parties aforesaid have subscribed their names the date mentioned above.

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

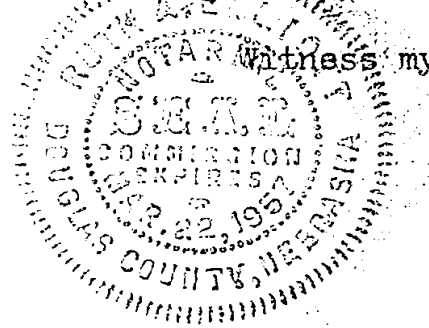


STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

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.

Ruth A. Elliott  
Notary Public

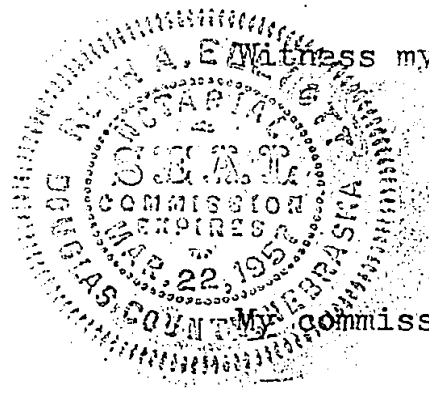


STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

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,

Ruth A. Elliott  
Notary Public



My commission expires March 22, 1957

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ENTERED IN MUNICIPAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 16 DAY August 52 9:31 A M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

6.75