

PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS

THE UNDERSIGNED, JOSEPH R. GORDON and DORIS M. GORDON, husband and wife, and NATHAN PITLOR and MOLLIE PITLOR, husband and wife, being the owners of Lots One (1) to Five (5), inclusive, Lots Eight (8) and Eleven (11), and Lots Twelve (12) to Forty-three (43) inclusive, all in Del Gordon Replat, Benson Heights Addition, an addition 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 residence 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. In any case, no dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 864 square feet in the case of a one story structure, nor less than 1500 square feet in the case of one and a half or two story structure, exclusive of porches and garages.

3. In any event, no dwelling shall be erected or placed on any lot which fails to comply with the present use regulations, height regulations and area regulations as stipulated for Fourth Residence District of the Zoning Ordinance of the City of Omaha, Nebraska.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, along the rear property line of each lot.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other similar building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

6. No dwelling having been used and occupied in another addition or location shall be moved to any lot within this addition.

BOOK 321 PAGE 210

7. Each and every provision 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. The undersigned, as owners of the above described real estate, have platted and divided the same into lots and by such plat and this declaration, make public their general plan of improvement and development. All deeds 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 these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce the same by proceedings at law or in equity against any person, or persons, violating or attempting to violate the same.

IN WITNESS WHEREOF, we have hereunto set out hands this 23rd day of May, 1957.

Joseph R. Gordon
Joseph R. Gordon

Doris M. Gordon
Doris M. Gordon

Nathan Pitlor
Nathan Pitlor

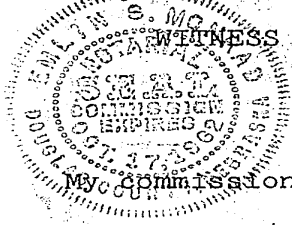
Mollie Pitlor
Mollie Pitlor

STATE OF NEBRASKA }
County of Douglas } SS.

On this 23 day of May, 1957 before me, a Notary Public in and for the said County personally came the above named JOSEPH R. GORDON and DORIS M. GORDON, husband and wife, and NATHAN PITLOR and MOLLIE PITLOR, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Evelyn J. Monro
Notary Public



My commission expires: Oct 17 1962

11.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
29 DAY May 1957 AT 2:12 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.