

FILED FOR RECORD ON THIS 5TH DAY OF OCTOBER, A. D. 1954 AT 10:07  
O'CLOCK A. M. AND RECORDED IN MISC. BOOK "C" AT PAGE 345.

Fee: \$ 0  
KIPPY A. ROUSH, Register of Deeds  
BY Hannah O. Lawrence, Deputy

PROTECTIVE COVENANTS IN  
GIFFORD'S ADDITION

C. Arthur Gifford and Irene M. Gifford, husband and wife, grantors, owners of all of Blocks 1 and 2 and Lots 1 to 9 inclusive and 11 to 28 inclusive of Block 3 all in Gifford's Addition to the City of Fremont, as platted and recorded, do hereby grant to the public and to all grantees of said Addition the following covenants and restrictions, and do hereby impose, fix and attach to all of said Blocks and Lots the said following covenants and restrictions which shall run with all said land and premises now owned by C. Arthur Gifford and Irene M. Gifford to said Gifford's Addition described above, and that said restrictions shall be binding upon C. Arthur Gifford and Irene M. Gifford, as grantors, and any grantees of any of said lots, their heirs and assigns, for a period of 25 years from the date of recording these covenants with extensions as hereinafter provided.

I.

No building shall be erected, altered, placed or permitted to remain on these premises other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage.

II.

No building shall be permitted on these premises at a cost of less than \$9,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

III.

No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves and gutters only shall not be considered as a part of a building.

IV.

No dwelling shall have a width of less than 24 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 800 square feet.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in the present Gifford's Addition (as presently platted) has been recorded, agreeing to change said covenants in whole or in part.

VI.

Invalidation 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.

VII.

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.

VIII.

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.

IX.

Provided always, and it is hereby declared by said grantors, that the covenants hereinabove contained or implied, for the title to and further assurance of said premises shall not extend so as to render C. Arthur Gifford and Irene M. Gifford liable in respect of the acts or defaults of any of his grantees; nevertheless said covenants shall be binding upon all grantees of Lots and Lands in Gifford's Addition and upon all Lots and Lands held or retained by C. Arthur Gifford and Irene M. Gifford.

IN WITNESS WHEREOF we have set our hands this 5th day of October, 1954.

C. Arthur Gifford

Irene M. Gifford

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

On this 5th day of October, 1954, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came C. Arthur Gifford and Irene M. Gifford to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

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

Walter J. Murray  
Notary Public

My commission expires April 8, 1958.