

373 0010

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

The undersigned, Robert W. Dillon and Helen A. Dillon, husband and wife, being the owner of Lots 23 to 28, inclusive, Block 13, Dillon's Fairacres Addition, an Addition to the City of Omaha, 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 residential lots. Not more than one structure and garage 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 site.
2. No building shall be erected on said premises within 35 feet of 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 dwellings shall cover a ground area of not less than 1600 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 1100 square feet, exclusive of garages and porches.
4. All dwellings shall have an attached garage large enough to house two cars 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. All exposed foundations above grade shall be of either brick or stone material.
8. The covenants and restrictions herein set forth shall run with the land, and be binding upon all persons for a period of 25 years after the date hereof. At the expiration of said period, they shall be automatically extended for successive period of 10 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.
9. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.
10. Each of the provisions herein is sever and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.
11. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors and assigns, and all its 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 owner of the above described real estate, has platted and divided it into lots and blocks and by such plat and this declaration, makes public its general plan of improvement and development.
12. These covenants shall also be for the benefit of and may be enforced by each and every person who shall own Lots 21 to 31 inclusive, Block 25, Happy Hollow Addition.

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All deeds or conveyances by the undersigned, its successors and assigns or by its 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 them.

The undersigned owners of the above described property hereunto subscribe their names this 27<sup>th</sup> day of November, 1961.

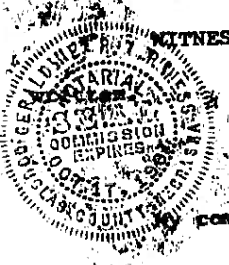
Robert W. Dillon  
Robert W. Dillon

Helen A. Dillon  
Helen A. Dillon

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On this 27<sup>th</sup> day of November, 1961, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said county, personally came the above named Robert W. Dillon and Helen A. Dillon, who are personally known to me to be the identical persons whose names are affixed to the above agreement, and they acknowledge the instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above



Gerald R. Hubbard  
Notary Public

commission expires the 17<sup>th</sup> day of October, 19 62.