

PROTECTIVE COVENANTS AND EASEMENTS

WEAR'S BENSON ADDITION

Protective covenants for Blocks 1, 2, 3, 4, 5, and 6, in Wear's Benson Addition, Douglas County, Nebraska.

1. The following covenants shall run with the land in Blocks 1, 2, 3, 4, 5, and 6, Wear's Benson Addition in Douglas County, Nebraska as surveyed, platted and recorded.

2. All lots in the above described area shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on a residential building plot other than one or two family dwellings.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines. No building shall be erected on said premises within 35 feet of the front lot line nor within 5 feet of the side lot lines.

4. An easement to construct and maintain is hereby reserved for telephone, electric, gas, water, sewer and other utilities, along across, over and under the rear and side boundary lines of each lot, together with the necessary overhang.

5. The main floor of all single story and story and one half dwellings shall cover a ground area of not less than 800 square feet exclusive of garages and porches and the main floor of said dwellings of two or more stories shall cover a ground area of not less than 720 square feet, exclusive of garages and porches. ~~Exceprtkixixbkzckkixxa
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6. The covenants and restrictions 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 automatically be extended for successive periods of 10 years unless they are changed in whole or part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

7. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in the above described development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

8. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in effect.

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. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

