

## PROTECTIVE COVENANTS AND EASEMENTS

WEAR CONSTRUCTION COMPANY  
Frank J. Wear President  
(Corporate Seal Affixed  
to  
Whom it may concern

Protective covenants for Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 in Wears West Pacific Addition, Douglas County Nebraska.

1. The following covenants shall run with the land in Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Wears West Pacific Addition in Douglas, County Nebraska as surveyed plotted 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 unless the developers deem it necessary to make one block a multiple dwelling area.

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 any necessary overhang. Maintains the right to trim and remove trees if reasonable desirable to maintain continuity of electric and telephone service.

5. The main floor of all single story and story and one half dwellings shall cover a ground area of not less than 960 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 840 square feet, exclusive of garages and porches.

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 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 sub-division 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. In validation of any one of these covenants by judgment 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 way 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.

11. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. Frank J. Wear and Robert E. Wear shall constitute a committee hereinafter referred to as Restrictions Committee for the purpose of maintaining the conformity, harmony and general high quality of design and appearance of improvements on lots in the above described subdivision. Plans for all dwellings built in this subdivision by any one but Wear Construction Company are to have a written approval by the above Committee, if constructed within a period of five years from date hereof.

13. Two family dwellings will be allowed if approved by the Restrictions Committee.

15. No yard fence in the above described area shall exceed six feet in height.

17. Block 16 is to be used as a commercial sight. Main purpose is for shops and stores for use of the residents of this and adjoining areas.

Grant unto Loup River Public Power District, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush and trees for clearance for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Douglas County, Nebraska, to-wit:

There will be 2-2 pole structures and an over-hang on the above described land.

This agreement shall extend to the parties, their heirs successors and assigns.

[illegible]

Frank J. Lean  
President

Approved by restrictions committee

*Robert E. Wear*  
Robert E. Wear

Ed. Kolman.

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