/воок 261 на 93°

## PROTECTIVE COVERANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INDUNTURE, Made this 24th day of April 1951
between Robert W. Dillow , party of the first
part, and Dillow Development Company, party of the
second part.

WITHENSETH, That in consideration of ONE DOLLAR, the conveyance of certain real estate by first Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTABLY UNIDERTOOD AND.

- 1. Lots 10 to 16 inclusive, Block 10, Dillon's Fairscres Addition to the City of Omaha, Douglas County, Nebranka, as surveyed, platted and recorded, shall be known, described and used as residential 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:
- street line bordering said premises, nor within 15 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 1350 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 950 square feet, exclusive of garages and porches.
- all 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 trefit ecture with the dwelling. Said attached garage shall not be passement, but shall be on ground surface level.
- 5. A five foot easement acroas and along the rear and side boundary hines of each of said lots is bereby reserved for the construction, maintenance, operation and repair of severy gas, water, electric, and telephone lines.
- dwelling. O. No fence shall be built in the Gront yard beyond the front line of any
- Por the purpose of construing and applying these restrictions, a single lot small meaning lot as snow platted, or an ownership of party of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
- 8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of Twenty-Five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the ward lots, excuted and recorded in the manner provided by Law, except that the initial period of 25 means plus all extensions shall not exceed 99 years.
- 9. The provisions therein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not affect any other provision.
- 10. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and sall 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 in the land imposed upon all subsequent owners of each of the lots above in the lots.

BOOK 261 PAGE 100 11. Nothing contained in this instrument shall in any wise be construed a imposing upon the undersigned any liability, obligation, or requirement for its en-IN WITHESS WHEREOF, the parties aforesaid have subscribed their ha date mentioned above. STATE OF WEEBASKA On this 21th day of April, 1951, abefore me, the undersigned, a Motary Public, duly commissioned and qualified ros and residing in said County, personally came Robert W. Dillon to me known to be the identical person whose name affixed to the Foregoing instrument as Party of the First Part, and acknowledged the execution of the Same to be his voluntary act and deed; Witness my hand and Notarial Swal the May and Year lass about was TATE OF NEBRASKA COUNTY OF DOUGLAS) On this 20th day of April, 1951, before me, the undersigned, a Motary beblic, in and for seid County, personally came the above named Robert W. Dillon President, and Clifford S. Jersen Secretary, of DILLON DEVELOPMENT COMPANY, who are personally known to be the identical persons whose names are a fitzed to the above instrument as President and Secretary of said correlation and the salvest of said correlation. President and Secretary of said corporation, and they acknowledged said instrument to their voluntary act and deed and the voluntary act and deed of said corporation. Witness my hand and official seal the date last aforesaid.

## CONTRACTORS PRESCRIPTIONS AND S

PHIS INTENTIFIE, Made this 25th day of April, 1951, between Robert V. Giffon, between Robert V. Giffon, between Property and Phillips Development Company, party of the second/colet.

\*Financian, that in consideration of ONE DULLAR, the conveyance of pertain real estate by First Party to Second Party, and other valuable considerations, and purment to a general plan of improvement and development, LICLS MUTHALLY EMPERSONS AND

1. (Lote 2 to 16, inclusive, Block 6, Dilion's Pairarrie Addition, an Addition in Douglas County, Metrasia, as surveyed, platted and recorded, shall be known, destribed and seed as residential like. Not more than one attricture shall be built on any one of said lots provided, however, this shall not Prevent the use of a greater area than been as a single building site.

2. To building shall be erected on said presides within in feet of the street and presidently said premises, nor within 7 feet of the side lot lines.

37 The main floor of all single story and story and one pair story dwellings shell cover a ground area of not less than 1200 square feet, exclusive of garages and purches, and the main floor of all-dwellings of two or more stories shall cover a ground area of not less than TG square feet, exclusive of garages and porches.

he All deciling shall have an authorized garage large enough to house one car of the same naturally and shall correspond in architecture with the the time.

The feet enterest knowledged alo enter demonst for the construct , electric pane telephone lines the rear and saids boundary live of each on, naturemence, opposition and hypair of

and shall live built in the deput yers by seed the trout like of my

7. For the Distrope of occurrence of the State of State o omin restrictions, a single lob of Campolating lines. The datal the front midth at the lot oth benerating or all of one lo

they environments if whole or income and the or income section of the section of

CAND BEACH

DOOR 272 MG 36

IN WITHESS METRO), the firties aforesaid have subsurited their mass the

HAV & ENVEN PRE

DHALOR DEVELOPMENT COMMENT.

William William William William

" Caffeele Garages

STATE OF NEBRASKA)

COUNTY OF DOUGLAS

On this 21mm day of April, 1991, before is, the understoned is lotary factor duly commissioned and qualified for and residing in said frame; Personally time Robert Instrument as Party of the First Part, and acknowledged the encution of the same to be his variable and deal.

Strings my hand and Notarial Scal the day and the library last above with

Marie Palitic

STATE OR NEBRASKA)

COUNTY OF DOOGLAS).

On this 24th day of April, 1951, before me, the country in and for said Country, personally came the above massed below:

Chilford S. Junsen Secretary, or DELION DEVELOPMENT COUNTRY to me to be the identical persons whose names are affixed to in the president and Segretary of said corporation, and they acknowledged that their voluntary act and deed and the voluntary tot and deed at the columns.

Entering my hand and offstrial soul the data list aforeset

Odtober 29, 195h

the offers of Lote 2 to 12, inclusive Block's and all lote in Nock 3, D'Hon's Fairsche's Addition and Addition to the City of Oseans, Douglas Gounty, Vebraska, as surveyed, platford and recorded to be a table declaration by declaration to the City of Oseans, Douglas Gounty, Vebraska, as surveyed, platford and recorded to be a table declaration and publish that all of said Lots are any small be decided, and help under and subject to the following conditions, restrictions and easements, to with

- To all tots above described now and in the future shall be used us confidential lots. Not more than one structure shall be built on any one of said lots, provided to many one of said lots, provided to many one lot as a should site.
- Introd the sendound said propiess, nor within Sprenic) feet of the side lot lines.
- acel dover a proud area of not less than 1200 equare fact, exclusive of varaces and proposes and the major floor of all desilings of two or works attacked at all cover h prounds area of not less than 1200 equare fact, exclusive of stories and lovered area of not less than 130 equare fact, exclusive of garages and porches.
- not of standard wise and of the same reterial and apail correspond in architecture with
- each of satisfate is berely reserved for his ponstruction, main entage, dependent lines of cash of satisfate is berely reserved for his ponstruction, main entage, dependent and repair of sewer, gas, water, electric, and telep bhe lines.

deelling to tence shall be billtill the front very serond the front line of any

and a binding unon all persons for a period of Twent -five (2%) bears agree the date bereaf. A the expiration of said beriod he shall be supposed gally decomes do successive periods of Ten (1%) years inless how are changed, in whole or in part, we written agreement about the them papers of the majority of the said late, executed and recorded in the manner provided by law.

Nothing sontained in this institutent shall in any wise or construed as it

property of the provisions herein is several and separable. Invalidation of the provision of decree or order of any court or otherwise, shill in the provision which shall remain in full force and effection of

The understaned, its successors and assisms, and all its trantees, both immediate and remote and shall run with the land for the benefit of and imposed upon all successors of each of the lots show described. The understaned, as owner of the above described real estate, has platted and divided it into lots and blocks, and, by such platted and this declaration, makes outlied its perferal plant of improvement and development. Allignous of conversance by the understaned, its successors and assists, or by its fantees, whether immediate or remote, shall be executed and delivered subject to tress tasements, restrictions, limitations, conditions, and covenance; and any and all purchasers may ansorbe them.

Sirned this 20th day of October, 10, 1950

Chat & dillen

## PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

	THIS	INDENTURE,	Made	this	24th	day	of	April			19 <u>51</u>	
between		Robert W.	Dillo	n					party			first
part, and		Dillon D	evelor	ment	Company	7				party	of	the
second par	t,				•							

WITNESSETH, That in consideration of ONE DOLLAR, the conveyance of certain real estate by First Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTUALLY UNDERSTOOD AND AGREED:

- 1. Lots 14 to 24 inclusive, Block 9, Dillon's Fairacres Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential 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. No building shall be erected on said premises within 40 feet of the street line bordering said premises, nor within 10 feet of the side lot lines.
- 3. The main floor of all single story and story and one half story dwellings shall cover a ground area of not less than 1200 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 750 square feet, exclusive of garages and porches.
- 4. All dwellings shall have an attached garage large enough to house one car of standard size and of the same material and shall correspond in architecture with the dwelling. Said attached garage shall not be basement, but shall be on ground surface level.
- 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. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
- 8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of Twenty-Five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten 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, except that the initial period of 25 years plus all extensions shall not exceed 99 years.
  - 9. The provisions herein are in pursuance of a general plan of improvement

Robert W. Dillon

DILLON DEVELOPMENT COMPANY

of

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

IN WITNESS WHEREOF, the parties aforesaid have subscribed their names the date mentioned above.

		last all hills
	<u></u>	ven w. weees
		Party of the First Part
anniianii.		Party of the First Part
THE ELOPIE		ILLON DEVELOPMENT COMPANY
E 0 10000000000000000000000000000000000	,	THON DEVELOTMENT COMPANY
Florand F		Party of the Second Part
TIEBRA	B. Fa	Wat Ill Allen R.
Comments of the Comments of th	2/16.01	ich a committe production
STATE OF NEBRASKA)	By Ely	Hord Security Sec
) ss. COUNTY OF DOUGLAS)		
to me known to be the identication	loned and qualified for a obert W. Dillon al person whose name	
his voluntary act and c	leed.	one execution of one same to be
Witness my hand and N	Notarial Seal the day and	year last above written.
	R	the a Electric
County ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	. <del></del>	Notary Public
STATE OF NEBRASKA) ) ss. COUNTY OF DOUGLAS)		
On this 20th day of	Anril	1951 before me the

undersigned, A Notary Public, in and for said County, personally came the above named

President, and

Clifford S. Jensen

who are personally known to me