

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INDENTURE, Made this 24th day of April, 1951,
 between Robert V. Dillon, party of the first
 part, and Dillon Development Company, party of the
 second part,

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 10 to 16 inclusive, Block 10, 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 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.

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. 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 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 all 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 described.

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.

Robert W. Dillon

Party of the First Part

DILLON DEVELOPMENT COMPANY

Party of the Second Part

By Clifford S. Jensen

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for 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 Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert W. Dillon, President, and Clifford S. Jensen, Secretary, of DILLON DEVELOPMENT COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal the date last aforesaid.

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INSTRUMENT, made this 24th day of April, 1951, between Robert W. Dillon, party of the first part, and Dillon Development Company, party of the second part,

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, LET US MUTUALLY UNDERSTOOD AND AGREED:

1. Lots 2 to 16, inclusive, Block 6, Dillon's Fairacre Addition, an Addition in 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 7 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.
5. A five foot easement across and along the rear and side boundary line 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 constraining and enforcing these restrictions, a single lot shall mean a lot as now platted, or an undivided part 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 from 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 signed and filed by the majority of the said lots, registered 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 and development, each provision in general and particular, and invalidation of any such provision shall not affect any other provision.
10. The provisions herein shall not be subject to...

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

Robert W. Dillon
Party of the First Part

DILLON DEVELOPMENT COMPANY
Party of the Second Part

Robert W. Dillon President

Clifford S. Jensen Secretary



STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 21st day of April, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for 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 Seal the day and year last above written.

Robert W. Dillon
Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 21st day of April, 1951, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert W. Dillon, President, and Clifford S. Jensen, Secretary, of DILLON DEVELOPMENT COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal the date last aforesaid.



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PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

October 29, 1954

The undersigned, Robert W. Dillon and Helen A. Dillon, Husband and Wife, being the owners of Lots 7 to 12, inclusive, Block 4, and all lots in Block 3, 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 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 Fort (40) feet of street line bordering said premises, nor within Seven (7) 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 180 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.

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. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five (25) years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of ten (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.

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

9. Each of the provisions herein is several 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.

10. 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. All deeds of conveyance 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.

Signed this 29th day of October, A.D. 1954

Robert W. Dillon

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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

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

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.

Robert W. Dillon

Party of the First Part

DILLON DEVELOPMENT COMPANY

Party of the Second Part

By Robert W. Dillon, Pres.

By Clifford S. Jensen, Sec.

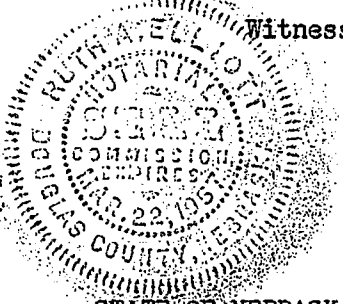


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for 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 Seal the day and year last above written.

Ruth A. East
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, A Notary Public, in and for said County, personally came the above named Robert W. Dillon President, and Clifford S. Jensen Secretary, of DILLON DEVELOPMENT COMPANY, who are personally known to me