

RESTRICTIVE COVENANTS

I, WILLIAM W. DODSON and JENKIE E. DODSON, the owners of the following described property: William W. Dodson's Addition, a sub-division of the East 115 feet of Lot Three (3), and all of the lots in Sub-division of Thirteen (13) and Fourteen (14), in Bonfield Addition in Douglas County, Nebraska, hereby promulgate and publish the following restrictive covenants:

1. Every building constructed on these premises must be a residential structure, or church to be approved by the makers of this covenant.
2. Every building constructed on these premises must be completed on the exterior within nine months from the date of commencement of excavation of the basement, or in the event that there is no basement, within nine months from commencement of construction of the structure.
3. No building shall be located on lots into which these premises are sub-divided, nearer than 3 feet to the front line.
4. No building, except a garage, located on 60 or more feet from the front lot line, shall be nearer than 6 feet to any side lot line.
5. No building, except garages, shall be located nearer than 40 feet to the rear lot line. Garages may not be located nearer than 10 feet to the rear lot line.
6. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other out-building 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.
8. The ground floor area of the main structure, exclusive of one story porches and garages, shall not be less than 1000 square feet. In case of one and half or two story structures not less than 800 square feet, on ground floor. No structures, other than residence or garages shall be permitted. All residences shall be equipped with garbage disposals.
9. An easement is reserved over the rear five feet of each lot in the said premises for installation and maintenance of all utilities, whether above ground or under ground.
10. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1976., at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the then owners of the lots it shall be agreed to change the said covenants in whole or in part.

*William W. Dodson*  
William W. Dodson

*Jenkie E. Dodson*  
Jenkie E. Dodson

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 11 day of April, 1956, before me a Notary Public in and for said County, personally appeared the above named William W. Dodson and Jennie E. Dodson, who are to me known to be the identical persons who executed the above Protective Covenants, and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year

above and then



*Frank H. Binder*  
Notary Public

19.  
ENTERED IN NUMERICAL INDEX AND RETURNED TO THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
1 DAY *May* 1956  
THOMAS A. O'CONNOR, REGISTER OF DEEDS

16.25