

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. ~~Residential use only. No other use shall be permitted on any lot in this addition.~~
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.

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. Robert E. Wear and Frank J. 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 Brothers Construction 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.

14. The easement affecting Lot 34, Block 1, Wear's Benson Addition is reserved for maintenance of sewer connections to the City Disposal System.

~~15. All earth shall be used in Wear's Benson Addition and not hauled away without permission of the Restrictions Committee.~~

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

In witness whereof we have hereunto set our hands this 30th day of March A. D. 1955.

Robert E. Wear
Robert E. Wear

Frances R. Wear
Frances R. Wear

Robert E. Wear
Robert E. Wear

Frank J. Wear
Frank J. Wear

Restrictions
Committee

STATE OF NEBRASKA;
COUNTY OF DOUGLAS;

On this 30th day of March, 1955, before me, the undersigned, Notary Public, duly commissioned and qualified for said County, personally came Robert E. Wear and Frances R. Wear, husband and wife, and Frank J. Wear and Robert E. Wear, Restrictions Committee, to me known to be the identical persons whose names are subscribed to the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and

