THE UNDERSTANCED, Dailion Constructions the . Then, a Subjective Construction owner of Block Size (1). Lets Eleven to Minetons (1) to 19) inclusive, chack the 12 beauty-three to forth one (2) to 12) inclusive, floor fix (6), chack seven (1) to 5 seven (1) to 7) inclusive, floor Minit (0). Difficulty Description Contains on Asserting Boughas County, Rebreaks, as surveyed, platfed and recovered, do increase charts, and publish that all of self-lates are and small be owned, conveyed, and built matter and to the Collegeing, captilities; restrictions and assertants, 10 min.

- In 451 lots above Enscribed has and in the future shall be used as residential total. Not sore than one desidential structure and gauge shall be built on any one of said lots, presented, bonester, this shall not present the use of a greater area than and lot as a single site. No notious or offensive activity shall be carried on apon my lot, nor shall anything be done thereon which may be or my become an annoyance of materials to the nethern or other outlotteding shall be used on any lot at any time as a residence either temporarily or permanently.
- 2. No building shall be erected on said premises within Thirty-Five (35) Foot of the Front Lot Line, nor within Five (5) Foot of the Side Lot Lines.
- 3. The main floor of all single story and every and one half dwellings shall cover a ground area of not less than 800 square feet, exclusive of garages and norches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 200 than 720 square fact, exclusive of garages and sorches.
- i. A five foot easement across and along the rear and side bountary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, sae, mater, electric, and telephone lines.
- 5. The covenants and restrictions herein set forth shall run with the land, and be binding upon all persons for a period of Teanty (ive (25) years after the date bereof. At the expiration of said period, they shall be automatically extended for successive periods of Tea (10) years upless they are changed, in whole or in part, by written agreement among the then owners of the agjority of said lots, executed and recorded in the namer provided by law.
- 5. Mothing contained in this instrument shall in any wise be construed as imposing upon the understaned any limbility, obligation, or requirement for its authorizant.
- 7. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, degree or order of any order, or otherwise, shall in as wise affect any other provision which shall remain in full force and affects.
- R. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors and assigns, and all its mantees, both immediate appropriate and shall run with the land for the benefitipf and immediate appropriate each of the late above described. The unsertiqued, as owner of the above described it into your and blocks, and, by makes public its successors and assigns, or by its prantees, what are the successors and assigns, or by its prantees, whather immediate or reditions, and covenants, and any and all purchasers may enforce them.

Wall Stead this lith day of December, A. D. 1953.

DILLAN CONSTRUCTION CO., 180.

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PARTITION AND ITS, CONTINUES, CONTINUES OF EXPENSES

- The Manuscours, . Sovert S. Dillon and Asian C. Stition budge the outer of the Che (1), Lobe Theren to Vietness (11 to 19) including. Stock Day (2) Lock Season Season in the Co. Corty-top (2) to 12) including Rock Dir (6). Their Sames (2) Lock Cast to Season is to included. Mock Disks (3) hillow's Season and tion on addition to Long the Sounce. Season and their state, doctors and publish that they are set in the control of relative state, doctors and publish that all of said Loke are and scall to samed, conveyed and said moder and ambient to the Collowing, Seatilions, see right and has summented, the with
- It will jote above described jos and in the future shall be used as replaced a loss. Not have then one Pastinatial structure and server shall be bill on any one of each loss, movided, descent, this shall not prevent the use of a greater area than the loss as a single site. To contide in offermive activity shall be carried and many any lot, one shall contains to done become shipl are not say econe an amorphical of unbeased of the included mond. To structure of a temporary character, trailer, becoment, tent, sheat, morare, then or payer authoriting shall be used in any lot at the time as a mention of their temporarily or payernently.
- 2. No building shall be erected on said provised within Thirdy Five (35) Past of the Front bot Line, nor sithin Five(5) Fast of the Side Lot Lines.
- 3. The main floor of all simple stopp and story and one idle confinmen stall cover a ground area of not less than '00 square feet, exclusive of garages and purphes, and the main floor of all deallings of two or some stories avail movement ground area of and less than 720 promps feet, exclusive of garages and porches.
- 1. A fire foot easement across and along the rear and side boundary larged of such of said love is merely received for the construction, maintenance, obsertion and repair of sever, gas, value, electric, and telephone lines.
- 5. The covenants and restrictions became not forth shall run with the lasts, and he binding muon all persons for a revold of Twenty-Fire (24) years after the date immediate the emiration of said seriod, they seeds be autocationally exercised by suppossive periods of ten (10) years unless they are obtained, in stole or in tert, by written assembled among the transfer of the majority of said long, executed and recorded in the sames gravided by last.

- O. Wolfing contained in this instrument wield in my wine to construct as in contag upon the understand any limitity, obligation, or requirement for its afforcement.
- and recording the provisions herein is shored and recording. Invalidation of any spect provision by judgment, decree or order of any spect, or otherwise, shall in to rise effect any other travision which shall remain in full force and affect.
- He said every provision hereof shall that and impressed the tenefit of the contractional, its successors and arityre, and all its Tractions, note immediate and reache, and shall run with the land in the benefit of and imposed upon all represent courses of each of the last above described. The understighted, as used of the accord described real extate, has planted and civilize it into lots and blocks, and, by such plant are this depolaration rates which its reserval man of ingrovment and seriousest. All useds of conveyance as the understighted, its successors and assigns, or by its stantess, whether immediate or results, shall be executed and adjustment sources to these executets, restrictions; limitations, conditions, and coverants, are any and all purchasers say embores them.

Signed this jeth day of Jenuary, A. D. 1904

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND FASEMENTS. Hay 3, 1954

THE UNDERSIGNED, Robert W. Dillon and Helen A. Dillon being the owner of Lots One (1) thru Three (3), Lots Five (5) thru Twenty-two (22), Lots Forty-three (13) and Forty-four (14), Block Six (6); Lots Eight (8) thru Fourteen (14), Block Eight (8); all of Blocks Mine (9) and Ten (10), Dillons Benson Addition, an addition in Donglas County, Nebraska, as surveyed, platted, and recorded.

- Lots. Not more than one Residential structure and garage 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. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.
- 2. No building shall be erected on said premises within Thirty-Five (35) Feet of the Front Lot Line, nor within Five (5) Feet of the Side Lot Lines.
- The main floor of all single story and story and one half dwellings shall sower a ground area of not less than 800 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stopies shall cover a ground area of not less than 720 square feet, exclusive of garages and porches.
- ach of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.
- 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 said lots, executed and recorded in the manner provided by law.
- 6. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.
- Such of the provisions herein is several and separable. Invalidation of any such provision by judgement, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.
- 8. 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.