

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF LAMP'S BENSON A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

THESE COVENANTS shall apply to the following lots and blocks in LAMP'S BENSON ADDITION, Douglas County, Nebraska: Lot 18, Block 1, Lot 3, Block 4, Lots 1 to 13 inclusive, Block 5, Lots 1 to 8 inclusive Block 6, Lots 1 to 19 inclusive Block 7 and Lots 11 and 12, Block 8.

1. All said lots shall be known, described and used as Residential Lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling per lot which is not to exceed 2 stories in height and a private garage for not more than two cars.

3. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. Where street width is 50 feet the sidewalks are to be located five feet inside of curb.

4. Non-residential structure shall be erected or placed on any lot which has an area of less than 5,000 square feet or a distance in width of less than 50 feet at the building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. 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.

7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 600 square feet for two story houses or 900 feet for single story houses.

8. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to any side lot line, except that a minimum side yard and a minimum rear yard of 2 feet shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

9. An easement is granted to Northwestern Bell Telephone Company and the Omaha Public Power District over the rear 5 feet of each lot and also over 2 feet on each side of side lot lines for utility maintenance and installation.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. The Provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described, until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

13. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

14. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirements for enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

Lamp and Peterson, Inc.

Attest: Marjorie M. Lamp  
Marjorie M. Lamp-Secretary

Donald G. Lamp  
Donald G. Lamp President

STATE OF NEBRASKA )  
 ) SS On this 15<sup>th</sup> day of February, 1961 before me  
COUNTY OF DOUGLAS ) the undersigned, a Notary Public in and for said County  
personally came Donald G. Lamp, President of

Lamp and Peterson, Inc., (a corporation)  
to me personally known to be President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

George N. [Signature]  
Notary Public

My Commission expires the 14<sup>th</sup> day of October

3.

ENTERED IN NEBRASKA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
DAY Feb 1961 AT 9:44 AM THOMAS J. MCCONNOR, REGISTER OF DEEDS

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