

## 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: Lots 9 to 17, inclusive, in Block 1; Lots 1 to 14, inclusive, and Lots 16 to 20, inclusive, in Block 2 and all of Block 3; Lots 1, 2 and 4 to 23, inclusive, in Block 4; Lots 14 to 24, inclusive, in Block 5; Lots 1 to 10, inclusive, and Lots 13 to 24, inclusive, in Block 8 and all of Block 9.

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 two (2) stories in height and a private garage for not more than two (2) 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. No 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 anything 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 800 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 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 easements for overhanging lines as follows:

A) Block 2

1) Over the southeastern corner of Lot Fifteen (15) more particularly described as follows: A ten (10) foot strip the center line of which extends from a point on the south boundary line approximately fifteen (15) feet west of the southeast corner, on a straight line northeasterly to a point on the east boundary line approximately seventy-six and eighty-five hundredths (76.85) feet north of the southeast corner and there terminating. All contained within Lot Fifteen (15).

B) Block 5

1) Over the southeastern corner of Lot Fifteen (15) more particularly described as follows: A ten (10) foot strip the center line of which extends from a point on the south boundary line approximately fifteen (15) feet west of the southeast corner on a straight line northeasterly to a point on the east boundary line approximately thirty-two (32) feet north of the southeast corner and there terminating. All contained within Lot Fifteen (15).

## B) Block 3 (Cont'd)

2) Over the northeastern corner of Lot Eleven (11) more particularly described as follows: A ten (10) foot strip the center line of which extends from a point on the north boundary line approximately fifteen (15) feet west of the northeast corner on a straight line southeasterly to a point on the east boundary line approximately thirty-two (32) feet south of the northeast corner and there terminating. All contained within Lot Eleven (11).

## C) Block 4

1) Over the southeastern corner of Lot Sixteen (16) more particularly described as follows: A ten (10) foot strip the center line of which extends from a point on the south boundary line approximately fifteen (15) feet west of the southeast corner on a straight line northeasterly to a point on the east boundary line approximately thirty-five (35) feet north of the southeast corner and there terminating. All contained within Lot Sixteen (16).

2) Over the northeastern corner of Lot Twelve (12) more particularly described as follows: A ten (10) foot strip the center line of which extends from the north boundary line fifteen (15) feet west of the northeast corner, on a straight line southeasterly to a point on the east boundary line approximately thirty-three and ninety-eight hundredths (33.98) feet south of the northeast corner and there terminating. All contained within Lot Twelve (12).

## D) Block 5

1) Over the southwestern corner of Lot twenty-four (24) more particularly described as follows: A ten (10) foot strip the center line of which extends from a point on the south boundary line approximately fifteen (15) feet east of the southwest corner on a straight line northwesterly to a point on the west boundary line approximately forty-one and thirty-seven hundredths (41.37) feet north of the southwest corner and there terminating. All contained within Lot Twenty-four (24).

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 affect 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.

15 August 1961

MANCHESTER PRODUCTS, INC.

*Donald G. Lamp*  
Donald G. Lamp, President

Attest:

*Marjorie M. Lamp*  
Marjorie M. Lamp, Secretary

STATE OF NEBRASKA) ) ss.  
COUNTY OF DOUGLAS)

On this 12<sup>th</sup> day of September, 1961, before me, the undersigned, a Notary Public in and for said County personally came \_\_\_\_\_

DONALD G. LAMP, President of MANCHESTER PRODUCTS, INC.

(a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, 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 Ronald Coos  
Notary Public

My Commission expires the 14<sup>th</sup> day of October, 19 66



FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 DAY 1st 1961 AT 2:02 P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

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