

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR LLOYD'S ADDITION TO THE CITY OF OMAHA,  
DOUGLAS COUNTY, NEBRASKA

THESE COVENANTS shall apply to all lots in the Lloyd's Addition to the City of Omaha, Douglas County, Nebraska.

1. All 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 one and one-half (1½) stories in height and a private garage for not more than two cars. All buildings placed on said premises shall be erected thereon and from new material, and no building of any kind shall be moved upon said premises.
3. All sidewalks when provided shall have a width of four (4) feet and the streetward edge of the walk shall be located five (5) feet lotward of the back of the 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 grade 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 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.
7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 900 square feet.
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 no side yard 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 Co. and the Omaha Public Power District over the rear 5 feet of each lot and also over two (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 and 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, his heirs, administrators, successors and assigns, and his 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, 1967, 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, his heirs, successors, administrators and assigns, or by his 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 wise be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

*Lloyd R. Hirsch*  
Lloyd R. Hirsch

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 27 day of October, A.D. 1959, before me, the undersigned and qualified for and residing in said county personally came LLOYD R. HIRSCH to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.



WITNESS my hand and Notarial Seal the day and year last above written.  
*Paul F. Dood*  
Notary Public

Commission expires 9th day of July, 1963