

82-137+

BOOK 540 PAGE 553

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BENNINGTON HEIGHTS ADDITION  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

1. These Covenants shall apply to Lots One (1) through Forty-Two (42) inclusive and Lots Forty-Five (45) through Sixty-Three (63) inclusive, all in Bennington Heights Addition.

2. Nothing herein contained shall in any way 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.

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,100 square feet in the case of a one-story structure, nor ground floor area of less than 900 square feet in the case of a one and one-half story structure or a two-story structure exclusive of porches and garages, breezeway and finished basement; provided, however, that on lots designated for two-family residences, the total ground floor square foot area shall not be less than 2,000 square feet in the case of a one-story structure, and not less than 1,600 square feet in the case of a one and one-half story structure or a two-story structure, exclusive of porches and garages, breezeway and finished basement.

3. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to rear lot line and twenty (20) feet for a corner lot. 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.

4. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the median building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,900 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side five (5) feet of each lot. The restriction against building upon utility easements with five (5) feet of said lot line shall apply only to the outside lot lines where an owner owns two or more contiguous lots and uses an area greater than one lot for a single building site.

6. 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. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purposes of cutting and destroying weeds and undergrowth.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used on any lot at any time as a resident, either temporarily or permanently.

8. Pre-occupied dwellings, constructed in another addition or locations shall not be moved to any lot within this addition.

9. 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 they are not kept, bred or maintained for any commercial purpose.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that part of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

11. Any dwelling shall be completed on the exterior at least within nine months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

12. No structure may be erected unless provision is made for a minimum of one off-street parking space for each dwelling, together with one garage unit in the event the garage is to be an attached unit. In the event the garage unit is to be a basement unit, then no structure may be erected unless provision is made for a minimum of two car garage unit for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than ten (10) feet in width.

In addition, all residential lots shall have a sidewalk constructed immediately adjacent to the front lot line of each lot a minimum width of four (4) feet and to be constructed of Portland Cement or other approved materials, said walk to be installed at time of construction dwelling.

13. Each dwelling constructed pursuant to these Covenants shall have a basement equal in size to the main floor area of the dwelling, provided that if there is no basement or there is a partial basement, the minimum square foot living area shall be increased one-half foot for each foot of basement eliminated. For the purposes of this paragraph, however, the term "basement" shall include garages or "garage-under" dwellings. Also for the purposes of this paragraph the term "main floor" shall not include dwelling areas devoted to slab on grade additions to main dwellings whether such additions are built con-current in time with the main dwelling or at a later date.

14. For each single-family dwelling or duplex unit, there must also be erected a private garage for not less than one nor more than three cars in the event the garage is to be an attached garage. In the event that the garage is to be a basement garage, there must be erected a private garage for two cars.

15. No fences shall be erected greater than five (5) feet in height and in no case shall be erected within thirty-five (35) feet of the front property line of any lot.

16. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Bennington Heights, Inc., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design,

location of improvements upon the building plot and proposed finished grades; provided that Bennington Heights, Inc. specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned Bennington Heights, Inc. or its assigns as required by these covenants shall be in writing. Failure of Bennington Heights, Inc. or its assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

PART C. GENERAL PROVISIONS

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots in Bennington Heights, has been recorded, agreeing to change said Covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. These Covenants shall run with the land, and the right to enforce these Covenants is hereby specifically given to any owner of property located within the official city limits of the City of Bennington. Rights of residents or owners of property in Bennington outside of Bennington Heights expire twenty-five (25) years from date of this instrument.

3. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Bennington Heights Addition or the City of Bennington, Nebraska or any resident of the City of Bennington, Nebraska any liability, obligation or requirement to enforce these Covenants.

4. Invalidation of any one of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

DATED August 13, 1974

ATTEST: BENNINGTON HEIGHTS, INC., A Nebraska Corporation,

[Signature]  
Secretary

BY: [Signature]  
President

8  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN BOULDER COUNTY, NEBRASKA  
15 DAY OF August 1974 AT 10:03 A.M. 2425  
C. HAROLD OSTLEN, REGISTER OF DEEDS