

## PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For West Park, a Subdivision in Douglas County, Nebraska

THESE COVENANTS shall apply to all lots in West Park, a subdivision in Douglas County, Nebraska; except Lot 10, Block 1:

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, except on Lots one (1) through nine (9), inclusive, Block 9, which may be for multi-family dwellings.
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. 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 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 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 of single-family dwellings, exclusive of one-story open porches and garage, shall be not less than 800 square feet for two-story houses, or 900 square 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, as follows:
  - A) A ten (10) foot strip, the centerline of which extends from the common rear corner of Lots Three (3) and Four (4), Block Five (5), over Lots Three (3) and Two (2), Block Five (5), to a point on the South boundary line of said Lot Two (2), said point being the intersection of said Lot Two (2) with the West line of the one hundred (100) foot Loop River Power Easement as recorded, and there terminating.
  - B) A ten (10) foot strip, the centerline of which extends from a point on the South boundary line of Lot Two (2), Block Five (5), said point being the intersection of said Lot Two (2) with the West line of the one hundred foot Loop River Power Easement as recorded extending South and parallel to the West line of the said Loop River Power Easement, a distance of twenty-five (25) feet from the point of beginning, and there terminating.
  - C) A ten (10) foot strip contained within Lot One (1), Block Three (3), the centerline of which extends from a point on the South boundary line twenty (20) feet East of the Southwest corner of said Lot One (1) to the Northwest corner of said Lot One (1), and there terminating.

## Protective Covenants - West Park (Cont'd)

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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, 1988, 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.

12 March 1963

Owners:

Donald G. Lamp  
Donald G. Lamp

Marjorie M. Lamp  
Marjorie M. Lamp

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

On this 12th day of March, 1963, before me, the undersigned, a Notary Public in and for said County, personally came DONALD G. LAMP and MARJORIE M. LAMP, personally known to be the identical persons whose names are affixed to the above Protective Covenants, and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said county, the day and year last above written.

George D. Loos  
Notary Public

My Commission expires the 14th day of October, 1966.

COMMISSIONER OF THE LAND OFFICE, TEND

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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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Handwritten signature

Donnell B. Lantz

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