

PROTECTIVE COVENANTS

HOWARD & HOWARD, INC.

TO WHOM IT MAY CONCERN:

The undersigned, Howard & Howard, Inc., being the owner of all Lots in Block One (1) and Two (2), in Lebbert's Second Addition to Bennington, Douglas County, Nebraska, do hereby state, declare and publish that all of the said lots and blocks are and shall be owned, conveyed and held under and subject to the following covenants and restrictions, to wit:

- (1) All lots above described shall be known as residential lots.
- (2) No building shall be located on any residential lot in Block One (1), nearer than Forty (40) feet to the front lot line, nor nearer than Seven (7) feet to any inside lot line, nor nearer than Ten (10) feet to any side street line.

No building shall be located on any residential lot in Block Two (2), nearer than Thirty-five (35) feet to the front lot line, nor nearer than five (5) feet to any inside lot line, nor nearer than ten (10) feet to any side street line.

No dwelling shall be located nearer than Twenty-five (25) feet to any side street line.

- (3) No building shall be erected or placed on any building lot in Block One (1) which lot has an area of less than Eight Thousand (8,000) square feet or a width of less than Sixty (60) feet at the front building set-back line.

No building shall be erected or placed on any building lot in Block Two (2), which lot has an area of less than Six Thousand (6,000) square feet or a width of less than Fifty (50) feet at the front building set-back line.

- (4) No residential structure other than a single family dwelling shall be located on any lot in Block One (1).
- (5) No noxious or offensive trade or activity shall be carried upon any lot, nor anything be done thereon which is, or which may become annoying to the neighborhood.
- (6) 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.

- (8) In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than Eight Hundred Fifty (850) square feet in the case of a one story structure, nor less than Eight Hundred Fifty (850) square feet in the case of a one and one-half story structure, exclusive of porches and garages.
- (9) No structure shall be located on any residential lot unless the exposed portion of the outside walls is made of brick, wood siding, or stone, or any siding approved by the Federal Housing Administration.
- (10) No structure shall be located on any residential lot unless off-street parking is provided for. If there is no garage on said lot then a driveway must be provided, which driveway shall be located no nearer than two (2) feet from any side lot line.
- (11) No fence shall be built to a height greater than four feet, six inches and no fence shall be constructed closer to the front lot line than the front building line of any dwelling. This height restriction shall not apply to swimming pools.
- (12) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- (13) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
- (14) Enforcements 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.
- (15) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- (16) Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.
- (17) For valuable consideration, Howard & Howard, Inc., a Nebraska corporation, does hereby give and grant a perpetual license and easement in favor of Omaha Public

heat and power and for all telephone and telegraph and message service, over and upon a five foot strip of land adjoining the side and rear boundary lines of all of the Lots in Block One (1) and Block Two (2), Leibert's Second Addition to Bennington, Nebraska, a subdivision in Douglas County, Nebraska. Said license being granted for the use and benefit of all present and future owners of land within said addition.

IN WITNESS WHEREOF, the said HOWARD & HOWARD, INC., has caused this instrument to be executed by its President and its Corporation Seal to be affixed thereto.

Signed this 15th day of March, 1966.

HOWARD & HOWARD, INC., a Corporation

By Howard A. Leibert
President

Attest:

Howard W. Mergens
Secretary

State of Nebraska)
County of Douglas)

On this 15th day of March, 1966, before me, Robert H. Petersen, Notary Public, personally came the above named Howard A. Leibert, President of HOWARD & HOWARD, Inc., a corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Robert H. Petersen
Notary Public

My Commission Expires Aug 25, 1968

NOTARY PUBLIC
STATE OF NEBRASKA

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