

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For a part of LAMP'S HENSON, a subdivision in Douglas County, Nebraska

THESE COVENANTS shall apply to the following lots and blocks in LAMP'S HENSON ADDITIONS: Lots 2 to 17, inclusive, in Block 1; Lots 1 to 14, inclusive, and Lots 18 to 28, inclusive, in Block 2 and all of Block 3; Lots 1, 2 and 4 to 27, inclusive, in Block 4; Lots 14 to 24, inclusive, in Block 5; Lots 1 to 16, inclusive, and Lots 13 to 24, inclusive, in Block 6 and all of Block 7.

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 30 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 55 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 2 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 over-hanging 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 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

STATE OF NEBRASKA)

1888.
COUNTY OF DOUGLAS)

On this 16th day of September, 1961, before me, the undersigned, a Notary Public in and for said County personally came

DONALD G. LAM

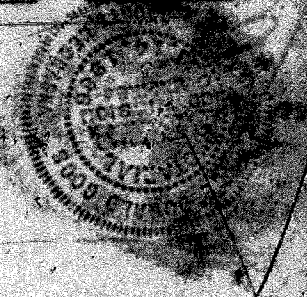
, President of

(a corporation) to me personally known to be the President and the identical person whose name is affixed to the above-captioned Documents, 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 Paul Lees
Notary Public

My Commission expires the 14th day of October, 1966



AMENDMENT

OF

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For a Part of LAMP'S BENSON, a Subdivision, in Douglas County,

Nebraska.

THIS AGREEMENT, made and entered into this 21 day of February, 1962, by and between MANCHESTER PRODUCTS, INC., a Nebraska Corporation with its principal place of business in Omaha, Douglas County, Nebraska, hereinafter referred to as "First Party", and All of the persons other than First Party who own lots in the area hereinafter designated in LAMP'S BENSON, a subdivision in Douglas County, Nebraska, hereinafter referred to as "Second Parties".

WITNESSETH:

WHEREAS, "First Party" executed and acknowledged an instrument entitled "Protective Covenants, Conditions, Restrictions and Easements", For a Part of Lamp's Benson, a subdivision in Douglas County, Nebraska, dated August 15, 1961, and recorded September 12, 1961, at Book 369 Pages 699 to 701 inclusive, of the Miscellaneous Records in the office of the Register of Deeds, Douglas County, Nebraska, imposing certain restrictions on the real estate, which the "First Party" owned exclusively at said time, as follows, to-wit:

Lots 9 to 17 inclusive, Block 1; Lots 1 to 14 inclusive, and Lots 16 to 20 inclusive, Block 2; all of Block 3; Lots 1, 2 and Lots 4 to 23 inclusive, Block 4; Lots 14 to 24 inclusive, Block 5; Lots 1 to 10 inclusive, and Lots 13 to 24 inclusive, Block 8; and all of Block 9, Lamp's Benson, a subdivision in Douglas County, Nebraska.

WHEREAS, "First Party" and all of the other owners of Lots included in the foregoing description at the present time, herein designated as "Second

Conditions, Restrictions and Easements", executed and acknowledged by MANCHESTER PRODUCTS, INC., on September 12, 1961, and recorded on the same date in Book 369 Pages 699 to 701 inclusive, of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska, which imposed restrictions upon the above described lots in LAMP'S BENSON, a Subdivision in Douglas County, Nebraska, shall be and hereby is vacated, set aside, cancelled, annulled and terminated, and the following paragraph is substituted for the deleted paragraph one (1):

"1. All said lots shall be known, described, and used as Residential lots, except Lots 1 through 5, inclusive, Block 8, said Lamp's Benson, which may be used for recreation purposes by a swimming pool association, or similar organization."

2. Paragraph Two (2) of said instrument entitled "Protective Covenants, Conditions, Restrictions and Easements", executed and acknowledged by MANCHESTER PRODUCTS, INC., on September 12, 1961, and recorded on the same date in Book 369 Pages 699 to 701 inclusive, of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska, which imposed restrictions upon the above described lots in LAMP'S BENSON, a Subdivision in Douglas County, Nebraska, shall be and hereby is vacated, set aside, cancelled, annulled and terminated, and the following paragraph is substituted for the deleted paragraph two (2):

"2. No structures 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 that Lots 1 through 5, inclusive, and Lot 24, all in Block 8, and Lot 1 and Lots 14 through 20, inclusive, in Block 2, may be used for multiple-family dwellings."

3. All of the balance of the provisions of said "Protective Covenants, Conditions, Restrictions and Easements" as recorded in Book 369 Pages 699 to 701 inclusive in the Miscellaneous Records of the office of the Register of Deeds, Douglas County, Nebraska, are hereby ratified and approved and shall

Book 368 Pages 699 to 701.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year written above.

MANCHESTER PRODUCTS, INC.



Donald S. Lamp
President

Virginia M. Lamp
Secretary

"First Party"

Lot and Block Description

Lots 9 to 13, inclusive, Lots 15 and 17, Block 1; Lots 1 to 14 inclusive, and Lots 16 to 20 inclusive, Block 2; All of Block 3; Lots 1, 5, 6, 7, 8, 10, and Lots 12 to 21 inclusive, and Lot 23, Block 4; Lots 14, 15 and 17, Block 5; Lots 1 to 10 inclusive, and Lots 13 to 24 inclusive, Block 8; and all of Block 9, Lamp's Benson, a subdivision in Douglas County, Nebraska.

Owners Name

- John P. Lamp
- Charles Ray Lamp
- Mary G. Blahnik
- Ralph D. Patterson
- James Hartwood
- W. J. B. [unclear]
- Richard E. [unclear]
- Mary [unclear]
- James [unclear]
- Ruth A. [unclear]
- John [unclear]
- Walter [unclear]
- Peggy [unclear]
- Robert E. [unclear]
- James [unclear]
- Andrew [unclear]
- Marcel [unclear]
- Paul [unclear]
- James [unclear]
- Blair [unclear]

Lot and Block Description

- Lot 24, Block 5, Lamp's Benson
- Lot 20, Block 5, Lamp's Benson
- Lot 22, Block 5, Lamp's Benson
- Lot 21, Block 5, Lamp's Benson
- Lot 22, Block 5, Lamp's Benson
- Lot 19, Block 5, Lamp's Benson
- Lot 18, Block 5, Lamp's Benson
- Lot 2, Block 4, Lamp's Benson
- Lot 14, Block 1, Lamp's Benson
- Lot 16, Block 5, Lamp's Benson
- Lot 11, Block 4, Lamp's Benson
- Lot 22, Block 4, Lamp's Benson
- Lot 4, Block 4, Lamp's Benson
- Lot 16, Block 1, Lamp's Benson
- Lot 23, Block 5, Lamp's Benson
- Lot 9, Block 4, Lamp's Benson

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

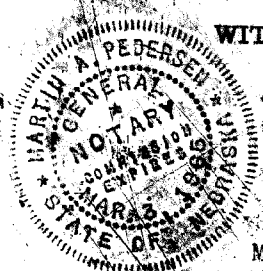
On this 24 day of February, 1962, before me, a

Notary Public, in and for said County, personally came the above named

Charles Ray Snyder & Jean M. Snyder, H & W, Ralph D. Batchelor & Dorothy J. Batchelor, H.&W., Lee D. Howard and Donna Howard, H.&W., Harvey Hartsok & Stacia Ann Hartsok, H.&W., Richard E. Zibolski & Helen F. Zibolski, H.&W., Hugh Daniel Jacobs and Mary Kay Jacobs, H.&W., James S. Silliman & Ruth A. Silliman, H.&W., Dale K. Stark & Peggy L. Stark, H.&W., Marvin J. Schoonover & Peggy Schoonover, H.&W., Ronald E. Bonar & Delores Mae Bonar, H.&W., Andrew Nastase & Carol Nastase, H.&W., Donald V. Brown & Carol L. Brown, H.&W., Warren L. Jacobs & Jennie L. Jacobs, H.&W.

who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESSE my hand and Notarial Seal the date last aforesaid.



Martin A. Pedersen
Notary Public

My Commission expires March 3, 1965

STATE OF NEBRASKA)
(ss.
County of Douglas)

Before me, a notary public qualified in said county, personally came Donald G. Lamp, President of Manchester Products, Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, 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 its corporate

Del. L. C.
322 1/2

377
41

26
Mr

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF LANDS UNDER A SUBDIVISION IN DONALDSON COUNTY, MISSISSIPPI.

These covenants shall apply to the following lots and blocks in LANDS UNDER A SUBDIVISION, DONALDSON COUNTY, MISSISSIPPI: Lot 10, Block 1; Lot 5, Block 2, Lots 1 to 12 inclusive, Block 3, Lots 4 to 8 inclusive Block 4, Lots 9 to 10 inclusive Block 7 and Lots 11 and 12, Block 8.

1. All said lots shall be kept, improved 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 2 stories in height and a private garage for not more than two cars.

3. Public concrete sidewalks, four feet wide by four inches thick shall be laid down on 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. Non-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 of 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, automobile, tent, shack, garage, barn, or other 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 500 square feet for two story houses or 300 feet for single story houses.

8. No building shall be located on any lot nearer than 35 feet to the rear 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 driveway six feet wide and sixteen feet wide of 2 feet shall be required for a garage or other permitted accessory building located 10 feet or more from the rear lot line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, porches, patios, 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 overhang upon another lot.

9. An easement is granted to the Mississippi Bell Telephone Company and the Donaldson Public Power District over the rear 5 feet of each lot and six feet 2 feet on each side of side lot lines for utility maintenance and installation.

10. No swine, hogs, chickens or poultry of any kind shall be raised, kept 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.

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned and that the same has been duly filed for record in the office of the undersigned and that the same is a true and correct copy of the original as the same appears in the records of the undersigned and that the same has been duly filed for record in the office of the undersigned.

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned and that the same has been duly filed for record in the office of the undersigned.

Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or commitment for enforcement of this instrument or any of its provisions, in the undersigned, except at the option of the undersigned.

[Signature]
[Signature]

On this 15th day of August, 1961 before me the undersigned a Notary Public in and for said County personally saw [Signature] President of

[Signature] Corporation
and he is duly qualified and the undersigned has observed him to be his voluntary act and deed as such officer and the undersigned act and deed of said corporation and that the Corporation seal of the said corporation was then affixed by its authority.

Witness my hand and Notarial Seal at [Signature] in said County this day and year last above written.

[Signature]
Notary Public

My Commission expires the 15th day of August, 1961