

PROTECTIVE COVENANTS

STYLE KRAFT BUILDERS, INC.

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TO WHOM IT MAY CONCERN:

The undersigned, STYLE KRAFT BUILDERS, INC., being the owner of all of Blocks One (1), Two (2), and Three (3), in Lebbert's First Addition 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 Blocks Two (2) and Three (3) nearer than Thirty-five (35) Feet to the front lot line, nor nearer than Seven (7) Feet to any inside lot line, nor nearer than Seventeen and One-Half (17½) Feet to any side street line.

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 Ten (10) Feet to any inside lot line, nor nearer than Seventeen and One-Half (17½) Feet to any side street line.

No dwelling shall be located nearer than Twenty-five (25) Feet from the rear lot line.

(3) No building shall be erected or placed on any building lot in Blocks Two (2) and Three (3), which lot has an area of less than Six Thousand (6000) square feet or a width of less than Fifty (50) Feet at the front building set-back line.

No building shall be erected or placed on any building lot in Block One (1) which lot has an area of less than Ten Thousand (10,000) square feet or a width of less than Sixty (60) 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).

No duplex shall be located on any lot in Blocks Two (2) and Three (3), nearer than Thirty-five (35) Feet to the front lot line, nor nearer than Fourteen (14) Feet to any inside lot line, nor nearer than Seventeen and One-Half (17½) Feet to any side street line.

No duplex shall be located or erected on any building lot in Blocks Two (2) and Three (3) which lot has an area of less than Ninety-five Hundred (9500) square feet or a width of less than Ninety (90) Feet at the front building set-back line.

(5) No noxious or offensive trade or activity shall be carried upon on any lot, nor anything be done thereon which may, 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.

(7) 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 nature be used as a residence.

- (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 surfaced with concrete 10 feet wide and 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.
- (12) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- (13) 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. Public sidewalks to be located one (1) foot outside of lot line.
- (14) 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 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.
- (15) 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.
- (16) 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.
- (17) Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for ~~any~~ ~~services~~.
- (18) For valuable consideration, STYLE KRAFT BUILDERS, INC., a Nebraska corporation, does hereby give and grant a perpetual license and easement in favor of Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wire, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, 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 lots in Block 1, 2 and 3, Lebbert's First 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. This license is granted upon the specific condition that if either or both of said utility companies fail to construct poles and wires along any of said side lot lines within twenty-four (24) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this license shall automatically terminate and become void as to such unused or abandoned easementways.

IN WITNESS WHEREOF, the said STYLE KRAFT BUILDERS, INC., has caused this instrument to be executed by its President and its corporate seal to be affixed thereto.

Signed this 31st day of October, 1959.

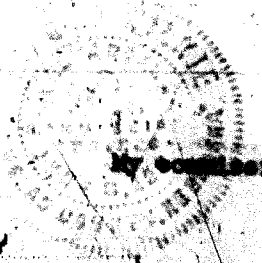
STATE OF NEBRASKA )  
                          )SS  
COUNTY OF DOUGLAS )

On this 31st day of October, 1959, before me the undersigned, a Notary Public in and for said county, personally came Vern E. Foster, President of Style Kraft Builders, Inc., (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above 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 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.

Thomas J. O'Connor  
Notary Public

My commission expires: 6 June 1964



19. 3 DAY Nov 1959 AT 3:58 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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