

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That James A. Strauss and Mable I. Strauss, husband and wife, of Lincoln, Lancaster County, Nebraska, being the owners of the following described real estate located in Lincoln, Lancaster County, Nebraska, to-wit:

All of North East Heights, Lincoln, Nebraska, an addition to the City of Lincoln, Lancaster County, Nebraska,

do hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit:

- (A) No lot shall be used except for residential purposes. 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 and one-half stories in height, and a private garage for not more than two cars.
- (B) No dwelling shall be constructed on any lot with a roof pitch of less than 3 inches fall to each 1 foot of run on the main structure. The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 720 square feet for a one story dwelling nor less than 788 square feet for a dwelling of more than one story.
- (C) No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 6 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 8 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.
- (D) No lot shall be re-subdivided into, nor shall any dwelling be placed on, any lot having a width of less than 50 feet at building set back line, or an area of less than 6000 square feet.
- (E) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- (F) No noxious or offensive 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.
- (G) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (H) 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 purposes.
- (I) No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

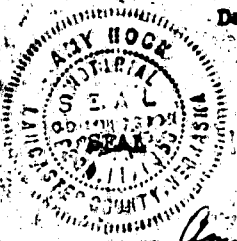
(Continued)

(K) 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

(L) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(M) Invalidity 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 this 29th day of August, 1951.



*Amy Hoek*  
Notary Public

*James A. Strauss*  
James A. Strauss  
*Mable I. Strauss*  
Mable I. Strauss

My commission expires the 17<sup>th</sup> day of Feb, 1956

STATE OF NEBRASKA } ss.  
Lancaster County

Entered on numerical index and  
filed for record in the office of  
Deed Clerk of said County on  
20th of August 1951

9 A

*J. H. Langham* Register of Deeds  
Deputy

375

*Ray Prohm Co.*

INDEXED  
GENERAL  
CORREARED  
PAGED  
20-37-340-344  
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