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PROTECTIVE COVENANTS

That PETERSON CONSTRUCTION COMPANY, a corporation of Lincoln, hereinafter known as the Company, owner of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots 1 to 7 inclusive, Block 1,  
 Lots 1 to 17 inclusive, Block 2,  
 Lots 1 to 9 inclusive, Block 3,  
 Lots 1 to 9 inclusive, Block 4, and  
 Lots 1 and 2, Block 5, all in SUNNYSIDE ACRES,  
 a subdivision of Lincoln, Lancaster County, Nebraska,

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

- A. All lots herein described shall be used exclusively for private, single family dwellings, not to exceed two (2) stories in height, and may have a private garage of a maximum two-car capacity, which may be either attached to or detached from the dwelling.
- B. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to the side lot line. In case of a corner lot, the dwelling shall not be nearer than 25 feet to the side street lot line. No detached garage building, or other out-building, shall be nearer than 50 feet to the front lot line, nor nearer than 2 feet to the side lot line. In case of a corner lot, the garage or other out-building, shall not be nearer than 25 feet to the side street lot line.
- C. The ground floor area of the main dwelling building, exclusive of open porches, terraces and garages, shall not be less than 660 square feet in the case of a 1½ or 2 story dwelling, nor less than 720 square feet in the case of a one-story dwelling.
- D. No residential structure shall be erected or placed on any building lot which lot has an area of less than 6,000 square feet. Not more than one dwelling and garage shall be built upon any lot except nothing herein shall prevent the construction of one dwelling and garage on a portion of two or more lots where the area owned is not less than 6,000 square feet. In such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.
- E. 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.
- F. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or any other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.
- G. No trailer, basement, tent, shack, barn or any other out-building, erected in or on any lot, 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.
- H. No building of any kind whatsoever shall be moved onto any building lot, except that the Builder may use temporary buildings for storage of tools and material during construction of homes and development of subdivision.
- I. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way, or for any purpose, which may endanger the health, or unreasonably disturb the quiet of any holder of adjoining lots; except that this covenant shall not prevent the Builder from placing sale and signs advertising the subdivision upon any lots owned by said Builder.
- J. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an

