

731  
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Empire Construction Company, a Corporation, is the owner of Lots One (1) through Fifteen (15), both inclusive, and Lots Twenty (20) through Fifty-Six (56), both inclusive, Block One (1), and Lots One (1) through Sixteen (16), and Lots Twenty-One (21) through Thirty-Eight (38), both inclusive, Block Two (2) all in Groveland Place, a sub-division located in the S.W. 1/4 of Section 12, T10N, R6E of the 6th P.M. Lincoln, Lancaster County, Nebraska.

Now therefore, the undersigned owner of the above described real estate and property in order to establish a uniform plan for development and for and in consideration of inducing the purchase of said property, do hereby create, adopt, and establish the following restrictions upon said real estate and property, to-wit:

1- 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 stories in height and a private garage for not more than two cars.

2- The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 750 square feet.

3- No building shall be located on a lot nearer than 25 feet from the front line, nor nearer than 5 feet to any side lot line, except that a garage or other permitted accessory buildings located 60 feet or more from the front lot line may be located not nearer than 2 feet from any such side lot line. For the purpose 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 on another lot.

4- No lot shall be re-subdivided into, nor shall any dwelling be placed upon, any lot having a width of less than 50 feet at the building setback line, or an area of less than 6000 square feet.

5- 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.

6- No structure of a temporary character, trailer, basement, tent shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporary or permanently.

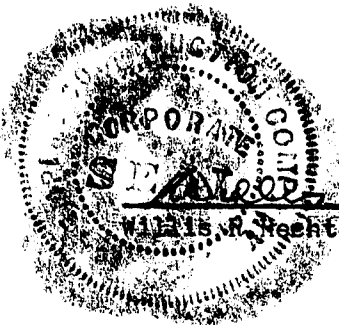
7- No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

8- 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.

9- 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.

10- Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 8th day of January , 1976.

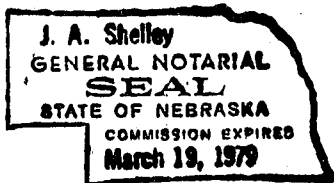


STATE OF NEBRASKA }  
LANCASTER COUNTY } SS

On this 8th day January, 1976, before me the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Karl A. Witt to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

My Commission expires : March 19, 1979



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EMPIRE CONSTRUCTION COMPANY

*Karl A. Witt*  
Karl A. Witt, President

*J. A. Shelley*  
James A. Shelley.

LANCASTER COUNTY  
REGISTER OF DEEDS

1976 JAN 13 PM 12:36

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:  
INST. NO. 76- 731

\$7.75

Empire Const. Co.  
3125 Horton (21)