

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

This instrument made and executed this 10<sup>th</sup> day of October, 1961, WITNESSETH:

WHEREAS John George Hellerich and Stella Hellerich, husband and wife, as joint tenants, are the owners of Lot One (1), Block One (1), Crestview Addition to Lincoln, Lancaster County, Nebraska; and,

WHEREAS Frank L. Johns and Norma J. Johns, husband and wife, as joint tenants, are the owners of Lot Twelve (12), Block One (1), Crestview Addition to Lincoln, Lancaster County, Nebraska; and,

WHEREAS Earl Dean Cox and Rosemary Cox, husband and wife, as joint tenants, are the owners of Lot Seven (7), Block One (1), Crestview Addition to Lincoln, Lancaster County, Nebraska; and,

WHEREAS Belmont Construction Company, a corporation, is the owner of all of Crestview Addition to Lincoln, Lancaster County, Nebraska, except those lots specifically described above.

NOW THEREFORE, we the undersigned, owners of the following described real estate and property, to-wit:

All of Crestview Addition to Lincoln, Lancaster County, Nebraska,

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 described 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. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 720 square feet in the case of a one-story structure, nor less than 720 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 60 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to 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.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. 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.

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 they are not kept, bred or maintained for any commercial purpose.

11. 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 periods of ten 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.

12. Enforcement 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.

13. Invalidation 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.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

*John George Hellerich*

John George Hellerich

*Stella Hellerich*  
Stella Hellerich

*Frank L. Johns*  
Frank L. Johns

*Norma J. Johns*  
Norma J. Johns

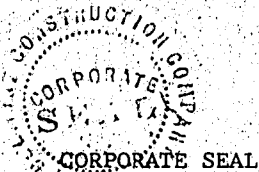
*Earl Dean Cox*  
Earl Dean Cox

*Rosemary Cox*  
Rosemary Cox

BELMONT CONSTRUCTION COMPANY,  
A Corporation

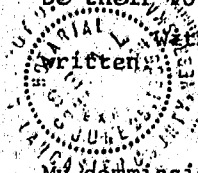
By *Carl A. Witt*  
President

Attest *William F. Hedit*  
Secretary



STATE OF NEBRASKA )  
                          ) ss  
LANCASTER COUNTY )

On this 10<sup>th</sup> day of October, 1961, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came John George Hellerich and Stella Hellerich, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.



Witness my hand and Notarial Seal the day and year last above written.

*Lee Royal Borden*  
Notary Public

My commission expires the 25 day of June, 1965

STATE OF NEBRASKA )  
 ) ss  
LANCASTER COUNTY )

On this 10<sup>th</sup> day of October, 1961, before me, the undersigned a Notary Public, duly commissioned and qualified for said county, personally came Frank L. Johns and Norma J. Johns, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument; and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Lee Roy A. Bodin  
Notary Public

My commission expires the 25<sup>th</sup> day of June, 1965.

STATE OF NEBRASKA )  
 ) ss  
LANCASTER COUNTY )

On this 10<sup>th</sup> day of October, 1961, before me, the undersigned a Notary Public, duly commissioned and qualified for said county, personally came Earl Dean Cox and Rosemary Cox, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument; and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Lee Roy A. Bodin  
Notary Public

My commission expires the 25<sup>th</sup> day of June, 1965.

STATE OF NEBRASKA )  
 ) ss  
LANCASTER COUNTY )

On this 10<sup>th</sup> day of October, 1961, before me, the undersigned, a Notary Public in and for said county, personally came Karl A. Witt, President of Belmont Construction Company, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the day and year last above written.



Lee Roy A. Bodin  
Notary Public

My commission expires the 25<sup>th</sup> day of June, 1965.

STATE OF NEBRASKA ) ss  
Lancaster County )

Entered on numerical index and filed for record in the Register of Deeds Office of said County the 21<sup>st</sup> day of OCTOBER, 1961 at 1:15 o'clock and 50 minutes P.M. and recorded in Book of \_\_\_\_\_ of \_\_\_\_\_  
Harold J. Ferguson  
Reg. of Deeds - DePue

INDEXED 25-166-270-277-278  
GENERAL MAIL 1 - 21  
COMPARED  
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