

13695

PROTECTIVE COVENANTS AND RESTRICTIONS

On this 6th day of August, 1974, Woodcraft Homes Corporation, being the owner of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots 1 through 4, Block 2, Wassung Park First Addition;  
Lots 1 through 11, Block 1, Wassung Park First Addition;

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:

1. one detached single-family dwelling not to exceed two stories in height, and
2. two-family units on Lots 2 through 11, Block 1; except if two lots are used, four-unit buildings will be permitted.
3. a private garage for not more than two cars per unit, and
4. an accessory building incidental to residential use of a lot.

B. In any case, no single-family dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 792 square feet in the case of a one-story structure, nor less than 960 square feet in the case of one and one-half or two-story structures, exclusive of porches and garages.

C. 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 lines. 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 35 feet or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 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.

D. No dwelling shall be erected or placed on any lot having a width of less than 20 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 792 square feet.

E. 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.

F. 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.

G. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot and on side streets of improved corner lots.

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

I. 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 ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

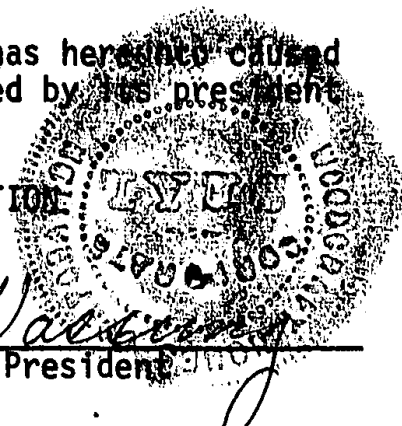
J. Enforcement shall be by proceedings at law, or in equity against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

K. 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 THEREOF, the said Woodcraft Homes Corporation has heretofore caused its corporate seal to be affixed and these presents to be signed by its president the day and year first above written.

WOODCRAFT HOMES CORPORATION

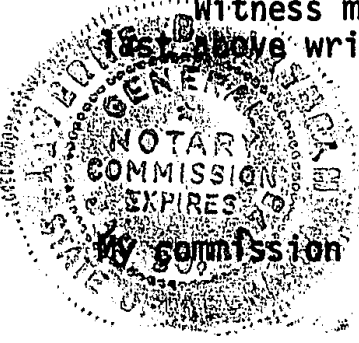
By: Willard J. Wassung  
Willard J. Wassung, President



STATE OF NEBRASKA }  
Lancaster County } ss:

On this 6th day of August, 1974, before me, the undersigned, a Notary Public in and for said County, personally came Willard J. Wassung, President of Woodcraft Homes 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 the said Woodcraft Homes Corporation, and that the corporate seal of the said Woodcraft Homes Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln in said County the day and year first above written.



Lubern P. Dyrhelund  
Notary Public

My commission expires the 20th day of January, 1975.

LANCASTER COUNTY NEBR.  
Kenneth L. Ferguson  
REGISTER OF DEEDS

1974 AUG 19 AM 8:37

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 74- 13695

\$ 6.50

INDEXED  
MICRO - FILED  
GENERAL

33-97  
33-101  
Wassung

Woodcraft Homes  
Box 4593  
Lincoln 68504