

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That, James A. Strauss and Mable I. Strauss, husband and wife, being the owners of the following described real estate and property, to-wit:

All of Eastborough Second Addition to Lincoln, Lancaster County, Nebraska, except Block 5 thereof,

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 above 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 and one-half stories in height, and a private garage for not more than two cars.
2. The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 820 square feet for a one story dwelling nor less than 720 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer than 25 feet to the front lot line, except that on a corner lot, if the building is placed not nearer than 25 feet to the side street line, it may be placed not nearer than 15 feet to the front street line. No building shall be located nearer than 6 feet to any street or side lot line, except that a garage or other permitted accessory building located 60 feet or more from the front lot line may be located not nearer than 2 feet from any such street or side lot line. No dwelling shall be located on any interior building plot nearer than 8 feet to the rear 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 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.
5. Easements for the installation and maintenance of utilities are reserved as provided in the recorded Plat and Dedication.
6. 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.
7. 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.
8. 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 purpose.

STATE OF NEBRASKA  
COUNTY OF LANCASTER  
NOTARIAL PUBLIC  
W. D. HECHT  
APRIL 15, 1958

- 9. 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 intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
- 10. 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.
- 11. 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.
- 12. Invalidation of any one of these covenants by judgment of court 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 seal  
this 19<sup>th</sup> day of April, 1955.

James A. Strauss  
Mable I. Strauss

STATE OF NEBRASKA }  
COUNTY OF LANCASTER } SS.

On this 19<sup>th</sup> day of April, 1955, before me, the undersigned, a Notary Public in and for said County, personally came James A. Strauss and Mable I. Strauss, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors, and acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal at Lincoln, Nebraska, in said county the day and year last above written.

My commission expires: April 15, 1958



W. D. Hecht  
Notary Public

286-280-29 -  
306-310-314 -  
302-306-330-334-340  
342-346-350-354

INDEXED  
GENERAL  
COMPARED  
PAGED

STATE OF NEBRASKA }  
Lancaster County }

Entered on numerical index and  
filed for record in the Register of  
Deeds Office of said County the

19 day of March 1955

at 2 o'clock and 40 minutes P.M. and recorded in  
Book of

at 100 of 100  
W. R. Tuttle, Register of Deeds  
W. R. Tuttle, Register of Deeds  
525

Copy Booked 62

CITY OF LINCOLN, NEBRASKA  
EASEMENT FOR RIGHT OF WAY  
2-WAY JOINT

For and in consideration of Forty and no/100 (\$40.00) Dollars  
by the City of Lincoln, Nebraska, to Arthur Roy Tuttle and Farie Annis  
Tuttle, husband and wife, of Lancaster County, Nebraska, owners of the

North One-Half (1/2) of Lot 28, Block 22, Belmont Addition,

in the City of Lincoln, Lancaster County, Nebraska, do hereby grant and  
convey to the City of Lincoln, Nebraska, a municipal corporation, its  
successors and assigns, the right to construct, reconstruct, perpetually  
maintain, and operate two (2) anchors and four (4) down guys on the east  
fifty (50) feet of the south two (2) feet of the said North One-half of  
said Lot 28, together with overhang for guys to a certain pole to be  
located in the alley adjacent to the east line of said Lot 28 and approxi-  
mately nine (9) feet south of the north line of said Lot 28.

The undersigned hereby represent that they are the owners of  
said real estate and they are lawfully authorized to grant this easement.

Dated this 4<sup>th</sup> day of March, 1955.

WITNESS:

Arthur Roy Tuttle  
Farie Annis Tuttle

Arthur Roy Tuttle  
Farie Annis Tuttle