

14701

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That, COMMONWEALTH COMPANY, A CORPORATION, S. E. Copple, President, being the owners of the following described real estate and property, to wit:

Lots 1 through 6, Block 1; Lots 1 and 2, Block 2, Lots 1 through 8, Block 3; Lots 1 Through 6, Block 4; Lots 1 through 10, Block 5; and Lots 1 through 4, Block 6, All in Chez Ami Knolls Third Addition, 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 above described real estate and property, to wit:

1. No lot shall be used except for residential purposes. No residence 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.
2. All detached accessory buildings must be in harmony with the structure and design of the residence.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet for a one story dwelling nor less than 1100 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer than 40 feet to the front lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.
5. All residences must be completed within one year after the beginning of construction, and no partially completed residence nor any structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose.
7. These covenants are to run with the land and shall be binding upon 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.
8. 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.
9. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
10. No excess dirt is to be taken outside Chez Ami Knolls. It shall be placed at locations as directed by the developer.

Dated this 15th day of October, 1969

The Commonwealth Co.
By: S. E. Copple
S. E. Copple

State of Nebraska)
)SS
County of Lancaster)

On this 15th day of October, 1969 before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came S. E. Copple to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Mirzab Cox
Notary Public

My Commission expires the 19th day of May, 1973

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LANCASTER COUNTY NEBR.
Kenneth C. Thompson
REGISTER OF DEEDS

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INST. NO. 72- 14701

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