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2017

PROTECTIVE COVENANTS

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

All of Eastborough Addition to Lincoln,
Lancaster County, Nebraska

in order to establish a uniform plan for development, and in consideration of inducing the purchase of said property, they have created, adopted and established the following restrictions on 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 put into use 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 one story open porches and terraces, shall not exceed 1,000 square feet for a one story dwelling or 1,200 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer than 10 feet to the front lot line, and a building on a corner lot, when placed, shall be set back to the street line, it may be placed nearer than 10 feet to the street line. No building shall be located nearer than 10 feet to any street or side lot line, except that a garage or permitted accessory building, located 10 feet or more from the front lot line may be located not nearer than 5 feet from the street or side lot line. No dwelling shall be located on any interior lot nearer than 5 feet from the side lot line. For the purpose of this covenant, covered porches 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 building be placed on, any lot having a width of less than 30 feet at building setback line, or an area of less than 3,000 square feet.
5. Easements for the installation and maintenance of utility lines are reserved as provided in the record plat of said subdivision.
6. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors.
7. No structure of a temporary character, trailer, bus, 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.

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 there 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 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

this 28 day of September, 1954.

James A. Strauss

Mable I. Strauss

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

On this 28 day of September, 1954, before me, the undersigned, a Notary Public in and for said County, personally appeared 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 to me 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: September 19, 1958



James A. Strauss
NOTARY PUBLIC

STATE OF NEBRASKA)
Lancaster County) SS.
Entered on numerical index and
filed for recording in the Register of
Deeds (Book of said County) this
5 day of Oct 1954
at 10 o'clock and 10
minutes A and recorded in
Book _____ of _____

James A. Strauss
Register of Deeds

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