

INDEXED - 7-1-19  
GENERAL INDEX  
COMPARED  
PAGED

8

Easement

Center Enterprise

to  
Conservation of Land Act

STATE OF NEBRASKA }  
Lancaster County }

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

13. day of July, 1955.

at 8:15 o'clock and 10

minutes A. M. and recorded in

Book of

of

W. H. Blough, Register of Deeds

Deputy

175

Conservation of Land Act

... and wife, being the owners of the following  
real estate and property, to-wit:  
All of Section Second Addition to  
Lincoln, Lancaster County, Nebraska  
in order to establish a uniform plan for development and  
consideration of limiting the purchase of said property, and  
create, adopt and establish the following restrictions upon  
described real estate and property, to-wit:

- 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 the detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 100 square feet for a one story dwelling nor less than 150 square feet for a dwelling of more than one story.
- No building shall be located on any lot nearer than 30 feet to the front lot line, except that on a corner lot, if the building is placed not nearer than 30 feet to the side street line, it may be placed not nearer than 30 feet to the front lot line. No building shall be located nearer than 30 feet to any street or side lot line, except that a building or structure permitted necessary building located on a lot adjacent to a street or side lot line may be located not nearer than 10 feet to the street or side lot line. No building shall be located nearer than 10 feet to any interior building plat nearer than 10 feet to the lot line. For the purpose of this ordinance, eaves, 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.
- 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 3000 square feet.
- 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.
9. No fence, wall, hedge, or shrub planting which obstructs 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 base 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. Invalidity 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 seal this

12th day of July, 1955.

James A. Strain

Mable I. Strauss