

PROTECTIVE COVENANTS

ARTHUR BALDWIN, TRUSTEE

AND

LAURA S. WITTHORN

TO

WHOM IT MAY CONCERN

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985.

If the parties hereto, or any of them or their prееtees, heirs, or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgement or court order shall in no wise affect any of other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots, except such lots or portions thereof as may hereafter be dedicated by the owners thereof for public walks and ways.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one detached single-family dwelling, or two family duplex, not to exceed two stories in height and a private garage or car port for not more than two cars and attached breezeways or other outbuildings and used for residential uses.

B. Except as hereinafter provided, no building shall be placed on any residential building plot nearer than 20 feet to the front lot line nor nearer than five feet to any side street line except for a driveway on which no building shall be placed nearer than 10 feet to the side lot line. No building, except a detached garage or other outbuilding, shall be placed thirty-five feet or more from the front lot line shall be placed nearer than three feet to any side building plot line.

C. No residential structure shall be erected on any residential building plot which plot has an area of less than 25,000 square feet.

or a width of less than 56 feet at the front building setback line, and such plot of said dimensions is herein defined as a "building plot."

D. No noxious or offensive trade or 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.

E. No basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

G. These protective covenants shall hereafter apply to Blocks 1, 2 and 3, Mayfair Addition to the City of Fremont, Dodge County, Nebraska.

IN WITNESS WHEREOF, these presents are signed by Arthur Baldwin, Trustee and Laura S. Witthuhn, a widow.

Arthur Baldwin
Arthur Baldwin, Trustee

Laura S. Witthuhn
Laura S. Witthuhn

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

On this 11th day of August, 1968, before me, the undersigned, a Notary Public in and for said County, personally came Arthur Baldwin, Trustee, and Laura S. Witthuhn, a widow, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial seal at Fremont in said County the day and year last above written.

Samuel J. [Signature]
Notary Public

