

PROTECTIVE COVENANTS

That PARK MANOR DEVELOPMENT COMPANY, a corporation of Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, being owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Blocks 1, 2 & 3 of Park Manor, a subdivision of
Lincoln, Lancaster County, Nebraska.

hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit:

- A. All lots herein described shall be used exclusively for private, single family dwellings, not to exceed two (2) stories in height, and a private garage, which may be either attached to or detached from the dwelling.
- B. No dwelling shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 10 feet to the side lot line. In case of a corner lot, the dwelling shall not be nearer than 30 feet to the side street line. No detached garage building, or other out-building, shall be nearer than 60 feet to the front lot line, nor nearer than 2 feet to the side lot line. In case of a corner lot, the garage or other out-building shall not be nearer than 30 feet to the side street line.
- C. The ground floor area of the main dwelling building, exclusive of open porches, terraces and garages, shall not be less than 850 square feet in the case of a $1\frac{1}{2}$ or 2 story dwelling, nor less than 1,200 square feet in the case of a one-story dwelling.
- D. No residential structure shall be erected or placed on any building lot which lot has an area of less than 9,000 square feet. Not more than one dwelling and garage shall be built upon any lot except nothing herein shall prevent the construction of one dwelling and garage on a portion of two or more lots where the area owned is not less than 9,000 square feet. In such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.
- E. The construction of a dwelling shall not be started until the written approval is first secured from the Company, of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. The Company reserves to itself, its successors and assigns, the sole right to approve or reject any building plans, if in its opinion, the size, materials, design and plot plan do not conform to the general standard and value of development in the subject area. To insure the enforcement of this provision, one set of said plans, signed by the owner, shall be left on permanent file with the Company.
- F. 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.
- G. No trailer, basement, tent, shack, barn or any other out-building, erected in or on any lot, 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.
- H. No building of any kind whatsoever shall be moved on to any building lot.
- I. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way, or for any purpose, which may endanger the health, or unreasonably disturb the quiet of any holder of adjoining lots; except that this covenant shall not prevent the Company from placing sale and signs advertising the subdivision upon any lots owned by said Company.
- J. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots, and to fix the grade at which any dwelling shall be hereafter erected or placed thereon, so that the same may conform to a general plan.
- K. Subject to the next preceding paragraph, the herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as condition hereof, and shall run with the

land, and shall bind the several owners until the 1st day of January, 1978, in any event, and continuously thereafter, unless and until any proposed change shall have been approved in writing by the owners of the legal title to all of the land on both sides of the street, within the block in which is located the property, the use of which is sought to be altered by said proposed change.

L. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other real estate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.



Park Manor Development Company

by Ervnt Peterson, President

STATE OF NEBRASKA)
LANCASTER COUNTY) SS.

Before me Edna Baskin, a Notary Public in and for said County, this day personally came Ervin E. Peterson

who is known to me to be the identical person named in the above instrument, and who executed the same and acknowledged that he signed, sealed and delivered it as his free and voluntary act and deed for the purpose therein set forth.

Given under my hand and Notarial Seal this 3 day of March, 1954.

NOTARY PUBLIC

My commission expires the 3rd day of March, 1957.



INDEXED 22-176-179-182
GENERAL MAIL 41
COMPARED
PAGED

STATE OF NEBRASKA) ss.
Lancaster County)
Entered on numerical index and
filed for record in the Register of
Deeds Office of said County this
3 day of March 1954
at 11 o'clock and 30
minutes A.M. and recorded in
Book of
at page
Edna Baskin Register of Deeds
By Deputy

275