

PROTECTIVE COVENANTS

Peterson Construction Company, a corporation of Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, To Wit:

Blocks 1, 2, and 3 Peterson's Southeast Summit, a subdivision of Lincoln, Lancaster County, Nebraska,

Do 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 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 25 ft. to the front lot line, nor nearer than 5 ft. to the side lot line. In case of a corner lot, the dwelling shall not be nearer than 15 ft. to the side street line. No detached garage building, or other out-building, shall be nearer than 60 ft. to the front lot line, nor nearer than 1 ft. to the side lot line. In the case of a corner lot, the garage or other out-building shall not be nearer than 15 ft. to the side street line, nor closer than 20' if it faces side street. The following exceptions are hereby made:

On Lot 21, Block 1, an existing house is permitted to be 4 ft. to the east side property line and 23 ft. from the front line.

On Lot 23, Block 2, a house with attached garage now under construction is permitted to have the front of the garage (not the body of the house) 20 ft. from the north property line and the house is permitted to be 18 ft. from the east property line.

On Lot 26 and 31, Block 2, the buildings may be 10 ft. to the side street lot line in place of 15 ft. as specified on all others.

C. The ground floor area of the main dwelling building, exclusive of one-story open porches, Terraces and garages, shall not be less than 650 sq. ft. in the case of a one and one half or two story dwelling, nor less than 720 sq. ft. 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 less than 6000 sq. ft. Not more than one dwelling and garage shall be built on any lot except nothing herein shall prevent the construction of one dwelling and garage on the portion of two or more lots where the area owned is not less than 6000 sq. ft. In such case restrictions pertaining to side lot lines shall be construed to apply to the side lines of such tract.

The existing grade of said building lots shall not be raised or lowered more than 2 ft., without first securing the written permission of the Company.

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 does not conform to the general standard and value of development in the subject area.

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, prefabricated house, 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.

A prefabricated house shall be construed as any factory built house which is merely assembled in whole or in any substantial part on the site. The intent of this provision is to keep out any building which does not conform in appearance and value with conventionally built houses, and shall not prohibit use of prefabricated parts of conventionally built houses such as roof trusses, window openings and the like.

H. No nuisance, advertising sign, billboard or any other advertising device shall be permitted, erected, placed, or suffered to remain on such 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.

I. 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.

J. The Company expressly reserves to itself, its successors, and assigns, and is hereby granted the right, in case of any violation of any of the restrictions or conditions, or a breach of any of the covenants and agreements herein contained, to enter the property, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be, or exist thereon, contrary to the intent and meaning of the provisions hereof, as interpreted by the company; and the Company shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entry, abatement or removal. Failure of the Company to enforce any of the restrictions of this Deed shall in no event be deemed a waiver of the right to do so thereafter.

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind the several owners until the 1st day of January 1980, 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.

PETERSON CONSTRUCTION COMPANY

By

*[Signature]*

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF LANCASTER)

On this 27 day of September A. D. 1956, before me, the undersigned, a notary public duly commissioned and qualified for and residing in said County, personally came the above named Ernest E. Peterson and Peter Peterson Construction Co., husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



*[Signature]*  
Notary Public

INDEXED 20-314-317 42  
GENERAL 320, 323-326 43  
COMPARED 329  
MAILED *mail*

STATE OF NEBRASKA )  
Lancaster County ) ss  
Entered on Numerical Index and  
filed for record in the Register of  
Deeds Office of said County the  
27 day of September 1956  
at \_\_\_\_\_ o'clock and \_\_\_\_\_  
minutes \_\_\_\_\_ P. M., and recorded in  
Book \_\_\_\_\_ of \_\_\_\_\_  
at page \_\_\_\_\_  
*[Signature]* Register of Deeds  
*[Signature]* Deputy

*Peter Peterson Const. Co*

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