

8002

PROTECTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS:

The PETERSON CONSTRUCTION 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:

All of Southwood Hills in the City of Lincoln, Lancaster County, Nebraska, except Lots 21 through 47, Block 2 and Lot 21, Block 1.

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 of a maximum three-car capacity, which may be either attached to or detached from the dwelling.
- B. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to the side lot line. In the case of a corner lot, the dwelling shall not be nearer than 25 feet to the side street lot 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 25 feet to the side street lot line.
- C. The ground area below the total living area in one dwelling shall not be less than 750 square feet in the case of a split level, 1-1/2 story, or 2 story dwelling, nor less than 800 feet in the case of a one-story dwelling.
- D. Not more than one living unit and a 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. 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, either the size, materials, design or 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. This provision shall remain in full force and effect at least until January 1, 1975, and shall continue to remain in full force and effect thereafter until terminated by 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, temporary or permanently; nor shall any structure of a temporary character be used as a residence.
- H. No building or any kind whatsoever shall be moved on to any building lots, except that the Company may use temporary buildings for storage of tools and material during construction of homes and development of the subdivision.
- 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 signs advertising the lots on the subdivision upon any lots owned by said Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.
- J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.
- K. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

L. The owner of a lot or lots shall install public sidewalks as required by the City of Lincoln. Failure to do so within the time limit set by City shall empower Peterson Construction Company to install said public sidewalks and charge the cost thereof against said lot owner.

M. Any relocation of underground cables, transformer pads or service pedestals which may be required as a result of grade changes made by the owner of such lot or lots shall be done and performed at the expense of the owner.

N. 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.

O. 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, 1998, 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 latered by said proposed change.

P. 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.

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

IN WITNESS WHEREOF Peterson Construction Company, a corporation has caused this instrument to be executed by its president and its corporate seal to be affixed hereto this 12<sup>th</sup> day of May, 1972.

PETERSON CONSTRUCTION COMPANY,  
A Corporation

Wayne B. Stranathan  
Secretary

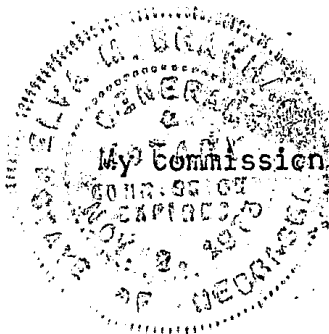
Ervin E. Peterson  
President

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF LANCASTER )

On this 12<sup>th</sup> day of May, 1972, before me, the undersigned, a Notary Public in and for said County, personally came Ervin E. Peterson, President of Peterson Construction Company, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Lincoln in said county the day and year last above written.

Ervin M. Brakke  
Notary Public



INDEXED  
MICRO-FILED  
GENERAL

*must*

30-400  
- 404  
- 408  
- 412  
- 416  
- 426

LANCASTER COUNTY NEBR.  
Kenneth A. Ferguson  
REGISTER OF DEEDS

MAY 12 2 02 PM '72

ENTERED ON  
NUMERICAL INDEX.  
FILED FOR RECORD AS:  
INST. NO. 72- 8002

*will call  
Peterson Const. Co*

750