

KNOW ALL MEN BY THESE PRESENTS:

That C. C. KIMBALL 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: Lot Sixteen (16) to Thirty-one (31) both inclusive, Block One (1),

Kimballcrest, 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 2 1/2 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 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 10 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 the corner lot, the garage or other out-building shall not be nearer than 10 ft. to the side street line. In the event the garage is attached to the front of the dwelling, or made a part of the dwelling,, said garage shall not be closer to the front lot line than 25 feet.

C. The ground floor area of the main dwelling building, exclusive of one-story open porches, terraces and garages, shall not be less than 800 sq. ft., in the case of a 1 1/2, 2 or 2 1/2 story dwelling, nor less than 900 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 of less than 6750 sq. ft. 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 is owned is not less than 6750 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 of 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 person of any race, other than the Caucasian race, shall use or occupy any building, or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race, domiciled with an owner or tenant.

H. No trailer, basement, tent, shack, garage, barn, nor 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.

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 for sale signs 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 right to grant consents for the construction, maintenance and operation of an ornamental electric lighting system, including the lines, conduits and poles in and upon any and all streets now existing, or hereafter created, upon which any portion of said lots shall abutt, together with the right to lay and maintain said conduits, lines and poles or carrying wires, in the operation of said ornamental lighting system. The owner of any lot or lots hereby agrees to pay his proportionate share of the cost of the installation of said ornamental lighting system, which proportionate share shall be based upon the amount of frontage owned.

K. 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.

L. 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 by 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.

M. The COMPANY, for itself, its successors and assigns, reserves also the right to waive, change, abrogate or cancel any or all of these restrictions, as to all the property above described, or as to any part thereof, if, in its judgment, the development or lack of development of the adjoining or adjacent property in the subdivision, made that course necessary or advisable.

N. Subject to the next preceding paragraph, the herein enumerated restrictions, right, 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, 1977, 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.

IN WITNESS WHEREOF, the said C. C. KIMBALL COMPANY has hereunto caused its corporate seal to be affixed hereto, and these presents to be signed by its President and Secretary, this 2nd day of December, 1949.



C. C. KIMBALL COMPANY

By *C. C. Kimball*
President

ATTEST:

M. L. Foster
Secretary

STATE OF NEBRASKA }
Lancaster County }

On this 2nd day of December, 1949, before me, the undersigned, a Notary Public, in and for said County, personally came C. C. Kimball, President of the C. C. Kimball Company, to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act of the said C. C. Kimball Company and that the Corporate Seal of the C. C. KIMBALL COMPANY was thereto affixed by its authority.



113

INDEXED
GENERAL
COMPARER
PAID

20-108

111
misc.

STATE OF NEBRASKA
Lancaster County ss.
Entered on Numerical Index and
Filed for record in the Register of
Deeds Office of said County the
30 day of December 1949
at _____ o'clock and 30
minutes of _____ and recorded in
Book _____ of _____

[Signature]
Register of Deeds
Lancaster County, Nebraska

325

111 to 110
111 to 110

STATE OF NEBRASKA,
LANCASTER COUNTY, ss

Ben Parker, being first duly sworn upon oath deposes and says that he knows of his own personal knowledge that Margaret M Quinn, grantor in Warranty Deed recorded in Book 295 Page 553 of the records in the office of the Register of Deeds, Lancaster County, Nebraska, said deed conveying Lot 13 Block 18 Capitol Hill, an Addition to Lincoln, Nebraska, was a single woman and unmarried at the date of said deed, to-wit: May 5, 1933.

Ben Parker



Subscribed and sworn to before me this 29 day of December, 1949.

Evelyn M. Obriet

My commission expires Dec. 31, 1954

at Index and
Register of
County the
Dec. 19-49
recorded in

[Signature]
150

[Signature]