

On this 3/21 day of August 1955, J. Phillip Mahoney, Davise Mahoney, Herbert H. Heumann and Dorothy C. Heumann of Lincoln, Lancaster County, Nebraska, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

All of Patrician Heights Addition
in Lincoln, Lancaster County, Nebraska

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

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter provided.

C. The ground floor area of the main structure, of which exclusive of one-story open porches and garages, shall be not less than 760 square feet for a one-story dwelling, nor less than 672 square feet for a dwelling of more than one story.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that

no side yard shall be required for a garage or other permitted accessory building located 2 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. 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. In such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

F. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

H. The architectural control committee is composed of J. Phillip Mahoney, Davise Mahoney, Herbert H. Heumann and Dorothy C. Heumann. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

I. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to amend said covenants in whole or in part.

K. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to compel compliance.

L. Invalidation of any one of these covenants by a court of law shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said J. EDWARD HEIMANN, and HERBERT H. HEIMANN and the other HEIMANN have hereunto set their hands and seals this first day of June.

Witness, sealed and delivered
in presence of

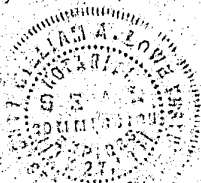
The attorney
at law
for the
Heimann
Cathryn C. Heumann

STATE OF NEBRASKA }
LANCASTER COUNTY } ss.

On this 31st day of August, 1955 before me, the undersigned, a Notary Public in and for said County, personally came J. Phillip Mahoney, Davise Mahoney, Herbert H. Reumann and Dorothy J. Reumann to me personally known to be the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed.

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

My Commission expires the 27th day of May, 1961.



William J. Gray
Notary Public

Commission expires May 27, 1961.

STATE OF NEBRASKA } ss.
Lancaster County }
Entered on numerical index as filed for record in the Register of Deeds Office of said County on the 12 day of October, 1955 at 3 o'clock and — minutes P. M. and recorded in Book — of —
W. J. Gray Register of Deeds
W. J. Gray Deputy

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