

PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said Covenants shall be automatically extended for successive periods for 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

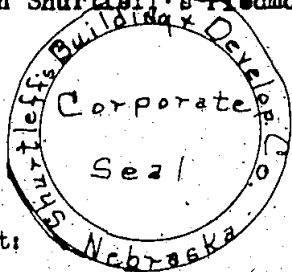
If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- B No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of W. B. Shurtleff, W. Bruce Shurtleff, and Don O. Shurtleff and/or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such building plans, plot plan, and specifications for the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1956. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- D No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 56 feet at the front building setback line.
- E 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.
- F No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.
- G No dwelling costing less than \$4500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two story structure.
- H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF the following hereby assert that they are the owners of the respective lots in Shurtleff's Piedmont Park Addition to the city of Lincoln, Lancaster County, Nebraska:

All the lots in Blocks 1,3,4,5,6,7,8,9 except lots 1,2,3,4,5 in Block 1 all in Shurtleff's Piedmont Park Addition to Lincoln, Lancaster County, Nebraska



SHURTLEFF BUILDING AND DEVELOPMENT COMPANY

by W. B. Shurtleff President

Attest:

Wm. W. Shurtleff
Secretary

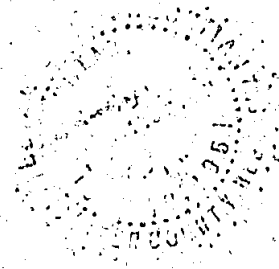
STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 21 day of June, 1946 before me, the undersigned, a Notary Public in and for said county, personally came Wood Shurtleff, President of the Shurtleff Building and Development Company, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Shurtleff Building and Development Company, and that the corporate seal of the said Shurtleff Building and Development Company was thereto affixed by its authority.

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

My commission expires
July 19, 1951

Elizabeth M. Heckman
(Elizabeth M. Heckman) Notar. Public



STATE OF NEBRASKA)
Lancaster County) ss.
Entered on Numerical Index and
Filed for record in the Register of
Deeds Office of said County, the
24 day of June 19 46
at 1 o'clock and 30
minutes P. M, and recorded in
Book _____ of _____
at page _____

W. W. Shurtleff Register of Deeds
Wm. W. Shurtleff Secy. of County

INDEXED 220 - 46
GENERAL - 52
CORPORATE - 56
PAGES 58

250
Shurtleff's Piedmont
Park Addition
15220