

11181

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Buckingham Development Company, hereinafter referred to as the Company and certain other persons are the owners of the following described real property:

Lots One (1) through Fifteen (15), Block One (1); Lots One (1) through Ten (10), Block Three (3); and Lots One (1) through Fifteen (15), Block Four (4), Buckingham South Addition, Lincoln, Lancaster County, Nebraska; Lots One (1) through Seventeen (17) and Lots Twenty-three (23) through Thirty-seven (37), Block One (1); and Lots One (1) through Seventeen (17), Block Two (2), Buckingham South First Addition to Lincoln, Lancaster County, Nebraska; Lots One (1) and Two (2), Block One (1); Lots One (1) through Seven (7), Block Two (2); Lots One (1) through Thirty-one (31), Block Three (3); Lots One (1) through Forty-seven (47), Block Four (4); Lots One (1) through Eighteen (18), Block Five (5); Lots One (1) through Twelve (12), Block Six (6); and Lot One (1), Block Eight (8), Buckingham South Second Addition to Lincoln, Lancaster County, Nebraska;

WHEREAS, on June 27, 1973, the Company created, established and adopted Protective Covenants against and upon certain of the Properties, which Protective Covenants were recorded on June 29, 1973, as Instrument No. 73-12796 in the office of the Register of Deeds of Lancaster County, Nebraska.

NOW THEREFORE, the undersigned owners do hereby terminate said Protective Covenants and do hereby create, establish and adopt the following covenants and restrictions against and upon the Properties.

a I.
No lot shall be used other than for residential purposes.

II.
Any building constructed upon any lot shall be completed within six (6) months from and after the commencement of construction.

III.
The Company, its successors and assigns, shall have the exclusive right to establish grades and slopes upon all lots and to fix the grade at which any building shall be placed or constructed upon any lot in conformity with the general plan for the development of said addition. Plans for any building to be placed or constructed upon any lot shall be submitted to

the Company and shall show the size, exterior material, design and plot plan for the building and shall indicate the location of all buildings upon the lot. One set of such plans, signed by the owner of the lot, shall be left on permanent file with the Company. The construction of the building shall not be commenced unless and until written approval of the plans for the building has first been secured from the Company and shown of record. Written approval or disapproval of such plans shall be given by the Company within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given to the owner of the lot. The Company, its successors and assigns shall have the exclusive right to approve or disapprove any such plans, if in its opinion either the size, material or plot plan do not conform to the general standard and value of development in said addition.

IV.

All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and public sidewalks shall be installed as required by the City of Lincoln, Nebraska.

V.

No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot shall be used as either a temporary or permanent residence.

VI.

No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining lots.

VII.

No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot provided that the Company may place signs advertising lots for sale upon any lot owned by the Company and, provided further, that a sign advertising a single lot for sale may be placed upon such lot by the owner thereof.

VIII.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except household pets, provided that such household pets shall not be raised, bred or kept for any commercial purpose.

IX.

The Company reserves to itself, its successors and assigns, easements over and upon each lot as shown on the recorded plat of said addition.

X.

These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Company, all persons claiming under the Company, and their respective heirs, executors, administrators, successors and assigns. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds of the lots within said addition, agreeing to a termination or modification thereof.

XI.

The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation, or to recover damage.

XII.

The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands
this 14th day of March 1977.

BUCKINGHAM DEVELOPMENT COMPANY

By: Hubert N. Hall
President

Dorothy J. Barrow
Secretary

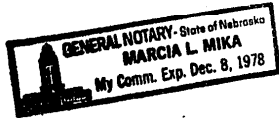
N.S.

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 14th day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Hubert N. Hall President, and Dorothy J. Barrow Secretary, of Buckingham Development Company, to me personally known to be the said President and Secretary and the identical persons whose names are affixed to the above instrument and acknowledged the same to be their voluntary acts and deeds as such officers and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal the day and year last above written.

Marcia L. Mika
Notary Public



BUCKINGHAM SOUTH ADDITION:

Lot 1, Block 1
Lot 1, Block 3

BUCKINGHAM SOUTH FIRST ADDITION:

Lot 1, Block 1
Lot 2, Block 1
Lot 3, Block 1
Lot 4, Block 1
Lot 5, Block 1
Lot 6, Block 1
Lot 7, Block 1

Lot 12, Block 1
Lot 13, Block 1
Lot 17, Block 1
Lot 24, Block 1

Lot 25, Block 1
Lot 28, Block 1
Lot 29, Block 1
Lot 30, Block 1
Lot 31, Block 1
Lot 33, Block 1
Lot 36, Block 1
Lot 1, Block 2
Lot 4, Block 2
Lot 5, Block 2
Lot 9, Block 2
Lot 10, Block 2

Lot 11, Block 2
Lot 12, Block 2
Lot 13, Block 2
Lot 15, Block 2
Outlot A
Outlot B
Outlot C

BUCKINGHAM SOUTH SECOND ADDITION:

All lots in Buckingham South Second Addition are owned by Buckingham Development Company.

BUCKINGHAM DEVELOPMENT COMPANY

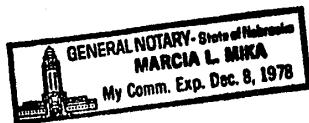
By: Hubert H. Hall
President

N.S.

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 4th day of May, 1977, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county and state, personally appeared Hubert H. Hall, President of Buckingham Development Company, a Nebraska Corporation, to me known to be the identical person who executed the foregoing instrument as such President and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.



Marcia L. Muka
Notary Public

5

BUCKINGHAM SOUTH ADDITION:

- Lot 3, Block 3
- Lot 4, Block 3
- Lot 5, Block 3
- Lot 7, Block 3
- Lot 8, Block 3
- Lot 9, Block 3

HUB HALL COMPANY

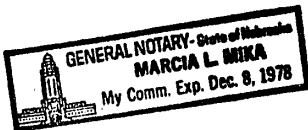
By: Hubert H. Hall
President

NS

STATE OF NEBRASKA)
) ss
 COUNTY OF LANCASTER)

On this 14th day of March 1977,
 before me, the undersigned, a Notary Public, duly commissioned
 and qualified for and residing in said county and state, personally
 appeared Hubert H. Hall, President of Hub Hall Company, a
 Nebraska Corporation, to me known to be the President of said
 Corporation and the identical person who executed the foregoing
 instrument as such President and acknowledged the same to be his
 voluntary act and deed and the voluntary act and deed of said
 Corporation.

Witness my hand and Notarial Seal the day and year
 last above written.



Marcia L. Mika
 Notary Public

6

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

BUCKINGHAM SOUTH ADDITION:

Lot 1, Block 4
Lot 2, Block 1

BUCKINGHAM SOUTH FIRST ADDITION:

Lot 23, Block 1
Lot 2, Block 2
Lot 3, Block 2
Lot 6, Block 2
Lot 7, Block 2
Lot 8, Block 2

WILTSE, INC.

By: Gerald H. Wiltse
President

N.S.

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 6th day of April 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Gerald Wiltse President of Wiltse, Inc. and the identical person whose name is affixed to the above instrument and acknowledged the same to be their voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal the day and year last above written.

Ray Scarbee
Notary Public



IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of April 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

BUCKINGHAM SOUTH ADDITION:

- > Lot 4, Block 1
- Lot 5, Block 1
- > Lot 6, Block 1
- Lot 7, Block 1
- > Lot 11, Block 1
- Lot 12, Block 1
- Lot 13, Block 1
- > Lot 15, Block 1

BUCKINGHAM SOUTH FIRST ADDITION

Lot 27, Block 1

SEARS ENTERPRISES, INC.

By: Harold E. Sears
President

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 4th day of April 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Harold E. Sears President of Sears Enterprises, Inc. and the identical person whose name is affixed to the above instrument and acknowledged the same to be their voluntary act and deed as President and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal the day and year last above written.

GENERAL NOTARY - State of Nebr.
ARNOLD D. WEDBERG
My Comm. Exp. Oct. 17, 1979

Arnold D. Wedberg
Notary Public

N.S.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 8, Block 1, Buckingham South Addition

James D. Crawford
James D. Crawford

Susan F. Crawford
Susan F. Crawford

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

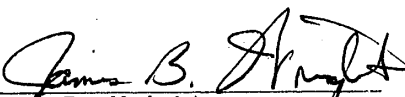
On this 25 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared James D. and Susan F. Crawford to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Randall L. Mollen
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands this 29 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

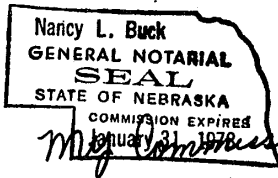
Lot 9, Block 1, Buckingham South Addition

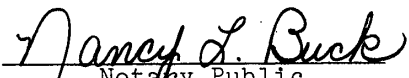

James B. Wright

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 29 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared James B. Wright to me known to be the identical person who executed the foregoing instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.




Notary Public

My Commission Expires Jan. 31, 1978.

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 10, Block 1, Buckingham South Addition

Thomas L. Green
Thomas L. Green

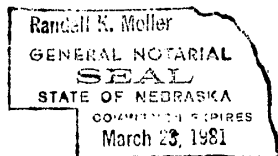
Marjorie L. Green
Marjorie L. Green

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 25 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Thomas L. and Marjorie L. Green to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Randall K. Moller
Notary Public



IN WITNESS WHEREOF, we have hereunto set our hands this 1st day of April 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 2, Block 3; Buckingham South Addition

Betty L. Wynn
Betty L. Wynn

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 1st day of April 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Betty L. Wynn to me known to be the identical person who executed the foregoing instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

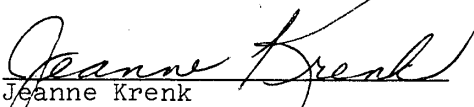


Elaine J. Kampenider
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands this 3^{28th} day of 28^{March} 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 10, Block 3, Buckingham South Addition

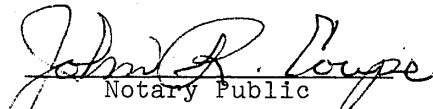

Kenneth L. Krenk

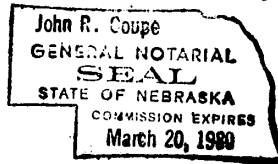

Jeanne Krenk

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 28th day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Kenneth L. and Jeanne Krenk to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.


Notary Public



IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 7, Block 4, Buckingham South Addition

James D. Kirk
James D. Kirk

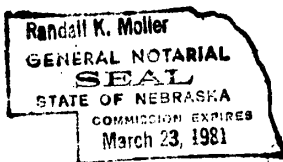
Marcia L. Kirk
Marcia L. Kirk

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 25th day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared James D. and Marcia L. Kirk to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Randall K. Moller
Notary Public



IN WITNESS WHEREOF, we have hereunto set our hands this 28 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 8, Block 4, Buckingham South Addition

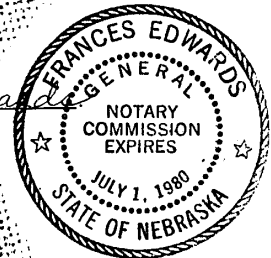
Susan P. Phillips
Susan P. Phillips

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 28 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Susan P. Phillips to me known to be the identical person who executed the foregoing instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Frances Edwards
Notary Public



Lot 9, Block 4, Buckingham South Addition

Jack L. Catt
Jack L. Catt

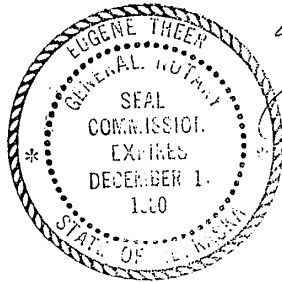
Jean A. Catt
Jean A. Catt

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

On this 16 day of March 1977,
before me, the undersigned, a Notary Public, duly commissioned
and qualified for and residing in said county and state, personally
appeared Jack L. and Jean A. Catt, to me known to be the identical
persons who executed 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.

Eugene Theer
Notary Public



Lot 12, Block 4, Buckingham South Addition

Barry L. Schmoker
Barry L. Schmoker

Nancy A. Schmoker
Nancy A. Schmoker

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 22nd day of March 1977,
before me, the undersigned, a Notary Public, duly commissioned
and qualified for and residing in said county and state, personally
appeared Barry L. Schmoker and Nancy A. Schmoker, to me known
to be the identical persons who executed 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.



L. Craig Larabee
Notary Public

Lot 13, Block 4, Buckingham South Addition

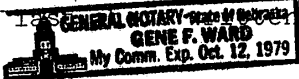
Randall K. Moller
Randall K. Moller

Mary K. Moller
Mary K. Moller

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER.)

On this 16 day of MARCH 1977,
before me, the undersigned, a Notary Public, duly commissioned
and qualified for and residing in said county and state, personally
appeared Randall K. Moller and Mary K. Moller, to me known to
be the identical persons who executed the foregoing instrument
and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year



Gene F. Ward
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 14, Block 4, Buckingham South Addition

John L. Hanus
John L. Hanus

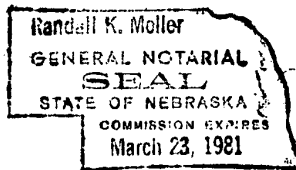
Penula Hanus
Penula Hanus

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

on this 25 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared John L. and Penula Hanus to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Randall K. Moller
Notary Public



Lot 16, Block 1, Buckingham South First Addition

Joseph A. Haag
Joseph A. Haag

Nancy J. Haag
Nancy J. Haag

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 15th day of March 1977,
before me, the undersigned, a Notary Public, duly commissioned
and qualified for and residing in said county and state, personally
appeared Joseph A. and Nancy J. Haag, to me known to be the
identical persons who executed 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.

L. Craig Larabee
Notary Public



IN WITNESS WHEREOF, we have hereunto set our hands this 23rd day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 32, Block 1, Buckingham South First Addition
Lot 35, Block 1, Buckingham South First Addition

D. Penix
Dave Penix

Sylvia Penix
Sylvia Penix

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 23rd day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Dave and Sylvia Penix to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

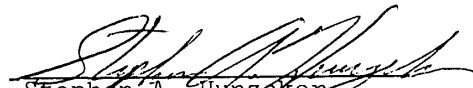
Crawford Pierce witnesses my hand and Notarial Seal the day and year last above written.

SEAL
Crawford Pierce
GENERAL NOTARY PUBLIC
STATE OF NEBRASKA
COMMISSION EXPIRES
November 22, 1979

Crawford Pierce
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands this 16th day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 34, Block 1, Buckingham South First Addition


Stephen A. Hunzeker

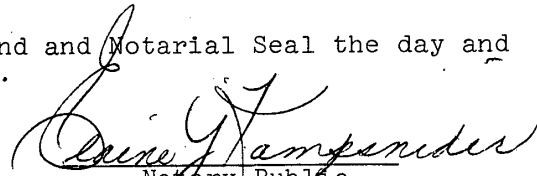

Gwenda R. Hunzeker

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 16th day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Stephen A. and Gwenda R. Hunzeker to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.




Notary Public

Lot 37, Block 1, Buckingham South First Addition

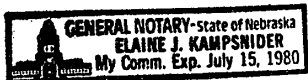
John A. Saduikis
John A. Saduikis

Dorothy J. Saduikis
Dorothy J. Saduikis

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 16th day of March 1977,
before me, the undersigned, a Notary Public, duly commissioned
and qualified for and residing in said county and state,
personally appeared John A. and Dorothy J. Saduikis, to me known
to be the identical persons who executed 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.



Elaine J. Kampsnider
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of March 1977, to the foregoing Buckingham South Subdivision Protective Covenants, being the owner of the below described property.

Lot 16, Block 2, Buckingham South First Addition

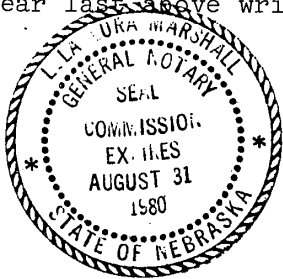
Clyde H Marshall
 Clyde H. Marshall

Lola P. Marshall
 Lola P. Marshall

STATE OF NEBRASKA)
) ss
 COUNTY OF LANCASTER)

On this 26 day of March 1977, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Clyde H. and Lola P. Marshall to me known to be the identical persons who executed the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Lola P. Marshall
 Notary Public

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
 REGISTER OF DEEDS

1977 MAY 11 PM 4:15

ENTERED ON
 NUMERICAL INDEX
 FILED FOR RECORD AS:

INST. NO. 77: 11181

76.75

C. Ferguson

**INDEXED
 MICRO-FILED
 GENERAL**

Miss

31-281, 306
 305, 308
 34-77, 81, 85,
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MAC