

33309

PROTECTIVE COVENANTS

That CAPITOL BEACH, INC., a corporation of Lincoln, Lancaster County, Nebraska, hereinafter referred to as the Company, being the owner of the following described real estate located in Lincoln, Lancaster County, Nebraska, to-wit:

All Lots in Blocks 1, 2, 3, 4, 5, 6 and 7, Capitol Beach East in the city of Lincoln, Lancaster County, Nebraska, hereby creates, adopts and establishes the restrictions against and upon said real estate as herein set forth;

1. 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 without a basement, a private garage and a boat house.
2. The home to be erected on said lot shall be constructed of new materials and no home which has been prefabricated shall be permitted to be placed or erected on the lot.
3. No home or garage shall be moved to or placed upon said lot.
4. The construction of or addition to, or remodeling of a home, a garage and a boat house shall not be started until the written approval is first secured from the Company, of the building plans for such construction or remodeling, which plans must show the size, exterior material, design and plot plan indicating the location and the elevation of the home, garage and a boat house upon said premises. Any officer of the Company may sign the written approval. 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, designs 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 lot owner shall be left on a permanent file with the Company and any changes therein or supplements thereto shall require the same approval.
5. No noxious or offensive trade or activity shall be carried on upon said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the use of bright lights or noise from radio or audio equipment; no trailer, housetrailer, tent, shack, dog house, barn, or any other structure or outbuilding shall be erected or placed on said premises; and no garage or boat house when erected as otherwise permitted by the lot owner shall be used as a home or dwelling place, either temporarily or permanently, nor shall any structure of a temporary character be used as a home or dwelling place; without the written permission of Capitol Beach, Inc.
6. No nuisance, advertising sign, billboard or any other advertising device shall be permitted to be erected, placed or suffered to remain upon said lot, and that said premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any lot owner of adjoining lots or premises.

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7. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lot without the written consent of Capitol Beach, Inc.
8. 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 elevation at which any dwelling or other structure shall be hereafter erected or placed thereon, so that the same may conform to a general plan.
9. No puddle or pool of stagnant water which might tend to breed or attract mosquitoes or other insects shall remain on a lot but shall be abated by the owner of the lot.
10. Each lot owner will be responsible for maintaining the shoreline, including the installation and replacement of breakwaters, and the beach abutting the premises in a clean and sanitary condition, free from debris, logs or rubbish blown in or washed in on the shoreline or beach, and remove the same at his expense.
11. Each lot owner within 60 days after his dwelling is ready for occupancy, shall plant in the front yard at least one upright evergreen with a caliper of at least 1" and one pin oak tree with a minimum caliper of 1½" and shall nourish and maintain the same. Each lot owner within one year from the date that his dwelling is ready for occupancy, shall plant three additional trees and nourish and maintain the same.
12. The herein enumerated restrictions, rights, 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, 2015, and continuously thereafter, unless and until any proposed change shall have been approved in writing by Capitol Beach, Inc. and the owners of all of the lots on both sides of the street, within the block in which the property is located, the use of which is sought to be altered by said proposed change.
13. 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 of the above described 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.
14. Invalidity of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Capitol Beach, Inc., a corporation,
has caused this instrument to be executed by its president and
its corporate seal to be affixed hereto this 20th day
of December, 1979.

CAPITOL BEACH, INC., A
Corporation

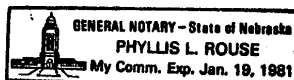
By S. E. Copple
S. E. Copple, President

ATTEST:

Secretary
STATE OF NEBRASKA }
COUNTY OF LANCASTER } SS.

On this 20th day of December, 1979, before me,
the undersigned, a Notary Public in and for said County, per-
sonally came S. E. COPPLE, President of Capitol Beach, Inc., a
corporation, 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 and deed of the
said corporation and that the Corporate Seal of the said corpor-
ation was thereto affixed by its authority.

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



Phyllis L. Rouse
Notary Public

My Commission expires January 19, 1981

INDEXED
MICRO-FILED
GENERAL

LANCASTER COUNTY REC.
REGISTER OF DEEDS

1979 DEC 24 AM 8:46

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 79- 33309

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chg.

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