

PROTECTIVE COVENANTS

That CAPITOL BEACH, INCORPORATED, 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, 7, and 8, Capitol Beach Manor Second Addition in the City of Lincoln,

hereby create, adopt, and establish the restrictions against and upon said real estate as herein set forth.

- 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, a private garage and a boat house.
- B. No dwelling shall be erected on any lot in Block 1 other than a dwelling with no basement, the ground floor area of which shall not be less than 1400 square feet, exclusive of open porches and built-in or attached garages. The owner of any lot in Block 1 shall not be entitled to access to or the use of Capitol Beach Lake except within the confines of said lot unless such owner has entered into a written lease with Capitol Beach, Incorporated, its successors or assigns for access to and the use of Capitol Beach Lake.
- C. No basement shall be permitted in the erection of any dwelling on any lot in Blocks 2, 3, 4, 5, 6, 7, and 8.
- D. The ground floor area of a dwelling erected on any lot in Blocks 2, 3, 4, 5, 6, 7, and 8 shall not be less than 1000 square feet in the case of a one-story dwelling, nor less than 800 square feet in the case of a one and one-half or two-story dwelling, nor less than 700 square feet in the case of a split-level dwelling all exclusive of open porches and built-in or attached garages.
- E. No house or building which has been prefabricated shall be permitted to be placed or erected on any lot. Dwellings constructed in any other addition or location shall not be moved to and placed on any lot in Capitol Beach Manor Second Addition. The exterior of any dwelling erected on any lot shall not be less than 50 per cent brick veneer or stone veneer.
- F. No building shall be erected upon any lot nearer than 25 feet from the front lot line, nor nearer than 5 feet from any side lot line.
- G. The construction of a dwelling, garage, or boat house 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, garage and boat house upon the lot. 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, design, 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 owner, shall be left on permanent file with the Company. This provision shall remain in full force and effect at least until January 1, 1975, and shall continue to remain in full force and effect thereafter until terminated by the Company.
- H. 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.

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- I. No trailer, basement, tent, shack, garage, barn, boat house, or any other outbuilding, 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.
 - J. 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 signs advertising the lots on the subdivision.
 - K. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose.
 - L. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
 - M. 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.
 - N. 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 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.
 - O. No puddle or pool of stagnant water which may or 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.
 - P. Each lot owner in Block 1 shall be responsible for maintaining the shore line and the beach at the rear of his lot in a clean and sanitary condition free from debris, logs or rubbish blown in or washed in on the shore line or beach at the expense of said lot owner.
 - Q. 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, 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.
 - R. 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.

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8. Invalidation of any one 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.



IN WITNESS WHEREOF, Capitol Beach, Incorporated, a corporation, has caused this instrument to be executed by its president and its corporate secretary and the Corporate Seal to be affixed hereto this 12th day of August, 1965.

CAPITOL BEACH, INCORPORATED, A Corporation,

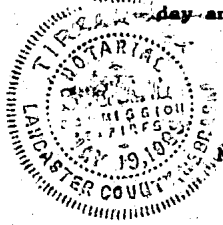
BY *S. E. Copple*
S. E. Copple, President

ATTEST:
Tecla R. Copple
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

On this 12th day of August, 1965, before me, the undersigned, a Notary Public in and for said County, personally came S. E. COPPLE, President of Capitol Beach, Incorporated, 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 corporation was thereto affixed by its authority.

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



Tirzah Cox
Notary Public (Tirzah Cox)

My Commission expires: _____ May 19, 1969

INDEXED 27-622, 626, 639, 634, 638
GENERAL *ma*
COMPARED
PAGED 35

LANCASTER COUNTY NEBRASKA
ENTERED IN NEBRASKA INDEX
FILED FOR RECORD IN
BOOK
1966 MAY 19 AM 11:19
Kenneth L. Ferguson
REGISTER OF DEEDS

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