

## KNOW ALL MEN BY THESE PRESENTS:

That Karl Witt and Catherine G. Witt, of Lincoln, Lancaster County, Nebraska, hereinafter known as the subdividers, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots Four (4) to Sixteen (16), both inclusive, Block One (1), and Lots Two (2) to Seventeen (17), both inclusive, Block Two (2), and Lots Two (2) to Eighteen (18), both inclusive, Block Three (3), and

That Irvin E. Schappaugh and Eva L. Schappaugh, of Lincoln, Lancaster County, Nebraska, hereinafter known as the subdividers, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots Nineteen (19) to Twenty-five (25), both inclusive, Block Three (3), and Lots Two (2), Three (3) and Four (4), Block Five (5), and

That C. M. Loomis and Agnes B. Loomis, of Lincoln, Lancaster County, Nebraska, hereinafter known as the subdividers, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lot One (1), and Lots Thirteen (13) To Sixteen (16), both inclusive, Block Five (5), and Lots One (1) to Six (6), both inclusive, Block Seven (7), and

That Max W. Taylor and Rebecca C. Taylor, of Lincoln, Lancaster County, Nebraska, hereinafter known as the subdividers, being the owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots Seven (7) to Thirteen (13), both inclusive, Block Seven (7), and Lots One (1) to Six (6), both inclusive, and Lots Eight (8) to Twelve (12), both inclusive, Block Eight (8), and Lots One (1) to Eight (8), both inclusive, Block Nine (9), and

That Sylvia Spohnheimer, of Lincoln, Lancaster County, Nebraska, being the owner of:

Lot Seven (7), Block Eight (8),

All above said lots and blocks being in Eastmont, 2nd Addition, a replat of Lots Eleven (11), Twelve (12) and Eighteen (18), located in the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section Twenty-Eight (28), Township Ten (10) North, Range Seven (7), East of the 6th P.M., Lancaster County, Nebraska, do hereby create, adopt and establish the following restrictions against and upon said real estate to-wit:

A. All lots herein described shall be used exclusively for private, single family dwellings, not to exceed 2½ stories in height, and a private garage, which may be either attached to or detached from the dwelling, except for lots in Block Eight (8) and Nine (9) in which the garages must be attached, except for Lot 7, Block 8.

B. No dwelling shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 10 feet to the side lot line. In case of a corner lot, the dwelling shall not be nearer than 30 feet to the side street line. No detached garage building or other outbuilding shall be nearer than 60 feet to the front lot line, nor 10 feet from the rear line of the main structure, nor nearer than 2 feet to the side lot line. In the event the garage is attached to the front

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of the dwelling, or made a part of the dwelling, said garage shall not be closer to the front lot line than 30 feet.

C. The ground floor area of the main dwelling building, exclusive of one-story open porches, terraces and garages, shall not be less than 880 sq. ft. in the case of a 2 or 2½ story dwelling, nor less than 1200 sq. ft. in the case of a 1 or 1½ story or split level dwelling, said stories or levels being completely at or above the grade of the street or streets upon which the lot abuts.

D. No residential structure shall be erected or placed on any building lot which lot has an area of less than 9,000 sq. ft. 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 where ~~the~~ such tract is not less than 9,000 sq. feet. In such case restrictions pertaining to side lot lines shall be construed to apply to the side lines of such tract.

The existing grade of said building lots shall not be raised or lowered more than 2 feet, without first securing the written permission of the subdividers, their successors and assigns.

E. The construction of a dwelling shall not be started until the written approval is first secured from the subdividers, of the residential building plans, which must show the size, exterior material, design and plot plan, indicating the location of the dwelling and garage upon the lot or lots. The subdividers reserve to themselves, their successors, and assigns, the sole right to approve or reject any building plans, if in their opinion the size, materials, design and plot plan does not conform to the general standard and value of development in the subject area.

F. 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.

G. All houses erected on Lots in Blocks Eight (8) and Nine (9), must have an exterior material of brick or natural stone for at least 50% of the exterior area, except for Lot Seven (7) Block Eight (8).

H. No trailer, basement, tent, shack, garage, barn, nor other outbuilding, erected in or on any lot, shall at anytime be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.

I. 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 anyway, 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 Subdividers from placing for sale signs and signs advertising subdivision upon any lots owned by said subdividers.

J. The Subdividers expressly reserve to themselves, their successors and assigns, the sole right to grant consents for the construction, maintenance and operation of an ornamental electric lighting system, including the lines, conduits and poles in and upon any and all streets now existing, or hereafter created, upon which any portion of said lots shall abut, together with the right to lay and maintain said conduits, lines and poles or carrying wires, in the operation of said ornamental lighting system. The owner of any lot or lots hereby agrees to pay his proportionate share of the cost of the installation of said ornamental lighting system which proportionate share shall be based upon the amount of frontage owned.

Sylvia Spohnheimer

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State of Nebraska }  
Lancaster County }

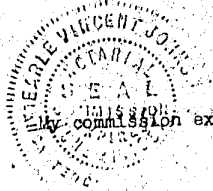
ss.

On this 2nd day of April, 1957, before me,  
the undersigned a Notary Public, duly commissioned

and qualified for said County, personally came KARL WITT and CATHERINE G. WITT,  
husband and wife, IRVIN E. SCHAPPAUGH and EVA L. SCHAPPAUGH, husband and wife,  
C. M. LOOMIS and AGNES E. LOOMIS, husband and wife, MAX W. TAYLOR and REBECCA  
C. TAYLOR, husband and wife, and SYLVIA SPOHNHEIMER, to me known to be the  
identical person or persons whose name is or names are subscribed to the foregoing  
instrument, and acknowledged the execution thereof to be, his, her or their  
voluntary act and deed.

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

*Earle Vincent Johnson*  
Notary Public



My commission expires the 21<sup>st</sup> day of June 1957.

STATE OF NEBRASKA }  
Lancaster County } ss.  
Entered on numerical index and  
filed for record in the Register of  
Deeds Office of said County the  
6 day of April 1957  
at 9 o'clock and  
minutes 4 M. and recorded in  
Book 4 of 20  
at page 420  
*W. H. H. H. H.* Register of Deeds  
Deputy

INDEXED - 24-118-114-118-122-130  
GENERAL 138-147-114  
COMPARED  
PAGED  
Mae

*Retraction*  
*Eachman's deed*