

Richard Bredenkamp
Lincoln Federal
1101 N 685th

REGISTER OF DEEDS
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DECLARATION OF RESTRICTIVE COVENANTS
EDENTON SOUTH HEIGHTS ADDITION

This Declaration of Restrictive Covenants - Edenton South Heights Addition ("Restrictive Covenants") is made this 7th day of MAY, 1998, by Lincoln Land and Mortgage Company ("Owner").

- A. Owner is the owner of the following described real estate:

Lots 1 through 11, Block 1; Lots 1 through 9, Block 2; Lots 1 through 15, Block 3; Lots 1 through 16, Block 4; Lots 1 through 26, Block 5; Lots 1 through 13, Block 6; Outlot "B"; Edenton South Heights Addition, Lincoln, Lancaster County, Nebraska.
- B. Owner desires to encumber the Properties with these Restrictive Covenants to provide for the continuity of the Edenton South neighborhood and the common welfare of the property.

NOW, THEREFORE, Owner declares and established the following covenants upon the Properties:

1. **Use.** No lot within the Properties shall be used for any use other than for residential purposes, which for the purposes of these Restrictive Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No lot within the Properties shall be used for any commercial use for child care, daycare, preschool, or similar use, regardless of whether such commercial use has employees upon the premises.
2. **Setbacks.** No dwelling shall be located nearer than twenty-five (25) feet to the front lot line nor nearer than seven and one half (7.5) feet to the side lot line. No dwelling on a corner lot shall be located nearer than twenty-five (25) feet to the lot line on the side street. The setbacks and side yard restrictions described herein may be modified in writing by Owner prior to the commencement of construction.
3. **Completion of Construction.** Any dwelling constructed on any of the Properties shall be completed within twelve (12) months after the commencement of construction. If no construction has been commenced upon a lot within the Properties within one (1) year after the conveyance of such lot by Owner, then Owner shall have the automatic right and option to repurchase such lot for the same purchase price paid to Owner. Such option of Owner to repurchase such a lot may be exercised by Owner at any time upon expiration of the one (1) year period and prior to the commencement of construction upon such lot.
4. **Antennas.** No wiring, antennas or satellite dish for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such wiring, antennas, or satellite dish is enclosed within a structure.
5. **Approval of Plans.** Plans for any dwelling or other improvement including, but not limited to storage sheds, kennels, playhouses, etc. to be placed or constructed upon any lot within the Properties shall be submitted to The Lincoln Land and Mortgage Company and shall be shown the design, size and exterior material and color for the building or improvement and the lot, together with degree of slope of driveway in relation to elevation of curb or sidewalk. Accessory structures shall be of compatible material and design with the residence and accompanied by a landscape design plan. One set of plans shall be left on file with The Lincoln Land and Mortgage Company. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from The Lincoln Land and Mortgage Company. Written approval or disapproval of the plans shall be given by The Lincoln Land and Mortgage within 14 days after receipt thereof. Upon disapproval, a written statement of the ground for disapproval shall be provided. The Lincoln Land and Mortgage Company shall have the exclusive right to disapprove the plans if, in The Lincoln Land and Mortgage Company opinion, the plans do not conform to the general standards of development with the Properties. Upon the sale and deed of the last lot by The Lincoln Land and Mortgage Company in the addition, these approval rights shall terminate.

The minimum finished floor area, exclusive of basements and garages for a dwelling shall be as follows:

- a) single story ranch style - 1,800 square feet
- b) two story - 2,500 square feet with a minimum of 1,250 square feet on the first floor
- c) one and a half story - no less than a combined total of 2,150 square feet on the first and second floor with a minimum of 1,500 square feet on the first floor
- d) split entry or raised ranch - no less than 1,800 square feet on the main floor area
- e) bi-level split entry - no less than 1,800 square feet on the main floor including the raised living level
- f) tri-level split entry - no less than 2,000 square feet total on the main floor including the raised living levels.

All measurements shall be with regard to the ground floor areas or first floor or main area of the residence as defined herein, exclusive of patios, porches, carports, garages, basements, walkout basement, daylight basements, and lower levels, whether finished or not.

Active solar energy panels shall be flush with the roof or side wall of the dwelling and shall not be located in any yard or upon accessory buildings.

Any foundation exposure in excess of 2 1/2 feet shall be brick veneered or have an approved facing.

All buildings shall be placed or constructed upon any lot in conformance with the general plan for the development of the Properties. All grades and slopes shall be in conformance to those approved by the City of Lincoln.

6. **City Requirements.** All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks shall be installed by the purchaser as required by the City of Lincoln, Nebraska.
7. **Temporary Structures.** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
8. **Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.
9. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties. However, The Lincoln Land and Mortgage Company or Subsequent Owner may erect signs advertising a single lot or home for sale upon any lot.
10. **Storage.** No side yard nor front yard shall be used for storage purposes; except a side yard may be used for storage if adequately screened with an approved material and written approval is received from Owner.
11. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose. No animal may be kept on any lot within the Properties that may become an annoyance or nuisance to the neighborhood or unreasonably disturbs the quiet of the occupants of adjoining lots.
12. **Common Utility Lines.** When any utility line shall be constructed on two or more adjoining lots within the properties, each title holder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve the titleholder from any liability which such titleholder may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.
13. **Recreational Vehicles.** No campers, trailers, boats or recreational vehicles, as defined by The Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
14. **Hedges & Fences.** No walls, fences or hedges which will exceed two (2) feet in height may be constructed, placed or planted in that area within the 25 foot front yard set back required herein or in the case of corner lots within the 25 foot setbacks required on either side of a corner lot.
15. **Sidewalks.** Purchasers of a lot or lots shall be responsible for and shall install and pay for public sidewalks parallel to each street which adjoins the lot, which said sidewalks shall be constructed at the time of the construction of the residence or whenever required by the City of Lincoln, whichever first occurs. Purchasers of a lot or lots shall indemnify and save the Developer harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which adjoins the lot purchased by purchasers.

16. **Additions.** The Lincoln Land and Mortgage Company may add additional contiguous or adjacent real estate to the Properties, at any time. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate.
17. **Amendments.** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owners and all persons claiming under the Owner. Lincoln Land and Mortgage Company may modify the covenants at any time prior to sale of the last lot in the subdivision. Afterwards, these restrictive covenants may be terminated or modified in writing by the owners of two thirds of the lots within the Properties at any time.
18. **Enforcement.** The enforcement of these restrictive covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by The Lincoln Land and Mortgage Company, may be to enforce any lien or obligation created hereby.
19. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated MAY 7, 19 98.

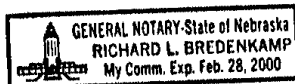
THE LINCOLN LAND AND MORTGAGE COMPANY

By Gerald H. Maddox
Gerald H. Maddox, Chairman/CEO

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came Gerald H. Maddox, Chairman/CEO of The Lincoln Land and Mortgage Company, a Corporation known to me to be the Chairman/CEO and identical person who signed the foregoing instrument, and acknowledged an execution thereof to be is voluntary act and deed as such officer and the voluntary act and deed of said corporation and that is corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on MAY 7, 19 98.



Richard L. Bredekamp
Notary Public

My commission expires FEBRUARY 28 19 2000.