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*Dan Jolte*

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LANCASTER COUNTY, NE

**DECLARATION OF THE AMENDED AND RE-STATED  
DECLARATION OF RESTRICTIVE COVENANTS**

**EDENTON SOUTH HEIGHTS ADDITION**

This Declaration of the Amended and Re-Statement Declaration of Restrictive Covenants - Edenton South Heights Addition ("Restrictive Covenants") is made this 22<sup>nd</sup> day of November, 2000, by The Lincoln Land and Mortgage Company ("Owner").

- A. The undersigned Owner is the titleholder of record of the following described real estate:  
  
Lots 1-7 and 11, Block 1; Lots 2-7, Block 2; Lots 2-4, 10 and 13-15, Block 3; Lots 2-6, 8 and 9, and 11-15, Block 4; Lots 1-11, 23 and 25, Block 5; Lots 2 and 11, Block 6, 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 Heights neighborhood and the common welfare of the property.

NOW, THEREFORE, Owners declare and establish 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 childcare, daycare, preschool, or similar use, regardless of whether such commercial use has employees upon the premises.
2. **Setbacks.** No dwelling shall be located on any of the Properties 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 side street. The setbacks and side yard restrictions described herein may be modified in writing by The Lincoln Land and Mortgage Company (Developer) prior to the commencement of construction.
3. **Completion of Construction.** Any dwelling constructed on any of the Properties shall be completed within twenty-four (24) months after the commencement of construction. If no construction has been commenced upon a lot within the Properties within two (2) years after the conveyance of such lot by Developer, then Developer shall have the automatic right and option to repurchase such lot for the same purchase price paid to Developer. Such option of Developer to repurchase such a lot may be exercised by Developer at any time upon expiration of the two (2) 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. A satellite dish not to exceed twenty-four (24) inches in diameter may be attached outside the dwelling in a location not visible from the front street. Placement of said satellite dish is subject to the approval of Developer. Upon the sale and deeding of the last lot in the addition by The Lincoln Land and Mortgage Company, these approval rights shall terminate.
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 show 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 deeding of the last lot in the addition by The Lincoln Land and Mortgage Company, 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

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ENV.*

- 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. **Drainage.** All grading has been or shall be completed in compliance with the land subdivision ordinance of the Lincoln Municipal Code and has been or shall be inspected and approved by the City of Lincoln. Approved drainage patterns established by grading must be maintained permanently. Finish grading by the purchaser of a lot shall comply with the approved drainage pattern. If the purchaser of a lot changes the drainage pattern, purchaser shall be liable for all damages to the property or adjacent properties and shall be required to re-establish the approved drainage pattern.
7. **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.
8. **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 a permanent residence.
9. **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.
10. **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.
11. **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 Developer or Its Successor. No motorized vehicle, boat, trailer, or other object may be parked in the front yard other than on the driveway originally provided.
12. **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. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
13. **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.
14. **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.
15. **Landscaping.** All front, side and rear yard areas shall be seeded or sodded within six (6) months after completion of any dwelling constructed within the Properties. Within one year of the occupancy of the dwelling, not less than \$500 shall be spent on each lot within the Properties for landscaping other than the lawn.

Lots 6, 7, 8 and 9, Block 1 shall be responsible for the maintenance of the rock, vegetation, and trees in the circle on Creek View Drive.

16. **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 setback required herein or in the case of corner lots within the 25 foot setbacks required for the front yard and the side street side of the corner lot. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line.
17. **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.

18. **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.

19. **Amendments.** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Developer and all persons claiming under the Developer. The 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 at any time by the owners of 51% of the lots within the Properties.

Notwithstanding the above, all restrictions, conditions, and covenants regarding the maintenance of the Creek View Drive Circle area and private improvements shall not be amended or terminated without the written approval of the City of Lincoln.

20. **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.

The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Creek View Drive Circle area and private improvements. The lot owners shall remain jointly and severally liable for the cost of maintenance of the Creek View Drive Circle area and private improvements.

21. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated November 22, 2000.

THE LINCOLN LAND AND MORTGAGE COMPANY

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

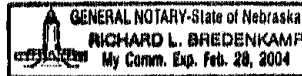
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF LANCASTER )

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, the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on November 22, 2000.

Richard L. Bredenkamp  
Notary Public

My commission expires 2-28, 2000.



EDENTON SOUTH HEIGHTS ADDITION

**DECLARATION OF THE AMENDED AND RE-STATE**  
**DECLARATION OF RESTRICTIVE COVENANTS APPROVAL**

The foregoing Declaration of the Amended and Re-stated Declaration of Restrictive Covenants is hereby approved by the City of Lincoln, City Attorney's Office.

Dated 28<sup>th</sup> November, 2000.

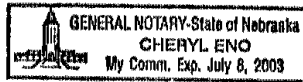
CITY OF LINCOLN, NEBRASKA

By: Rick Peo  
Title: Chief Assistant City Attorney

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF LANCASTER )

Before me, a notary public qualified for said county, personally came Rick Peo, Chief Assistant City Attorney of the City of Lincoln, City Attorney's Office, the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on November 28, 2000.



Cheryl Eno  
Notary Public

My commission expires July 8, 2003.