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EXHIBIT C

ADDITIONAL PROTECTIVE COVENANTS

THE HUNTINGTON CORPORATION, a corporation, hereinafter referred to as "Owner", being the owner of the following described real estate in the City of Lincoln, Lancaster County, Nebraska, to-wit:

All of the lots in the Huntington First Addition, does hereby create, adopt and establish the following additional restrictions against and upon the above-described real estate.

1. No exterior receiving or transmitting radio or TV antennas or towers shall be constructed, erected, installed or placed, or permitted to be constructed, erected, installed or placed on any of the above-described lots. The Lincoln Telephone and Telegraph Company, hereinafter referred to as "Telephone Company", will provide at a connection block inside of each residence that may be constructed on the above-described lots, facilities for the reception of TV signals from a master TV underground system leading from a master tower, which facilities will provide satisfactory reception from TV channels 3, 6 and 7 from Omaha, Nebraska and TV channels 10 and 12 from Lincoln, Nebraska, at a cost to the owner of the residence of not to exceed \$2.50 per month. Telephone Company shall not be responsible for external interference should the owner of the residence install a cable of lesser quality than RG11-U or RG59-U between the television service wire terminal and the television set. The owner of the residence will not be obligated to use the master TV underground system, but it will be available to him and, if used, will cost not to exceed \$2.50 per month.

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2. The Owner shall provide as to each residence building constructed on the above-described real estate suitable and sufficient space in a central location for the placing or mounting of such amplification equipment as may be required and furnished by Telephone Company in connection with its television distribution service and suitable and sufficient connections between such amplification equipment and power service wires as may be required by Telephone Company for the operation of such amplification equipment.

3. Owner covenants and agrees prior to and as a prerequisite of Telephone Company furnishing television service to any building constructed on Huntington Addition, Owner will do the following:

Owner will construct and provide, or cause to be constructed and provided, a trench for the installation of underground television service wires connecting said main distribution feeder cable to the building which is to receive television service. Such underground service wire trench shall be at least two (2) inches wide and at least twenty-four (24) inches deep as measured from final grades, or less as may be directed by Telephone Company engineers. Such underground service wire trench shall be routed along lines and boundaries as may be directed by Telephone Company engineers. Owner agrees to construct and maintain such trench in a manner suitable for installation by Telephone Company of the underground service wires. All final grades, plus or minus one (1) foot, will be established by Owner along the route of the underground service wire trenches prior to the installation of the television service wires. Owner agrees to backfill said trench and to finish and compact said backfill in a manner which protects cables and associated equipment from damage and to perform said backfill immediately after the installation of said underground television service wires by Telephone Company.

Owner will establish the schedule for the ditching and installation of the underground service wires. Owner agrees to give Telephone Company at least twenty-four (24) hours' notice of the time and place of any ditching operations. Owner agrees to reimburse Telephone Company for the cost of extra labor, material or any other extra costs which Telephone Company may suffer because of the existence of paved streets, curbs, walks or other structures above or below ground along the route of the underground television service wire.

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 and Telephone Company shall not be obligated to furnish any television service to any building constructed on Huntington Addition until the Owner of the building shall fully perform the covenants and agreements set forth above.

4. The herein enumerated covenants shall be deemed as covenants and not as conditions, and shall run with the land and shall bind the several owners, their heirs and assigns, until the 1st day of March 1991, at which time these covenants contained herein shall terminate, and Telephone Company and the several owners and their heirs and assigns shall be released from the terms and provisions of these covenants.

5. Except where the Telephone Company agrees to other standards as to particular individual facilities, Owner agrees to install all power service facilities according to and in conformity with the following standards:

"Power service facilities installed below ground must be installed so as to either maintain at least a one (1) foot separation from any telephone service facilities or be enclosed in galvanized steel conduit at every point within one (1) foot of the telephone service facility."

6. The term "Owner" as used in this instrument means only the owner for the time being of premises described herein so that in the event of any sale of such premises, the owner shall be and hereby is freed and relieved of the covenants and obligations created hereunder. The provisions of this instrument shall, however, fully bind the subsequent owner of such premises.

7. In the event that any person shall violate or attempt to violate any of the restrictions, limitations, agreements and covenants herein, it shall be lawful for any other person or persons owning any other real

estate in said Huntington Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, agreements or restrictions, and either to prevent him or them from so doing or to recover damages for such violations.

IN WITNESS WHEREOF, The Huntington Corporation has caused this instrument to be executed by its President, attested by its Secretary and its Corporate Seal to be affixed hereto on this 15th day of March, 1966



THE HUNTINGTON CORPORATION

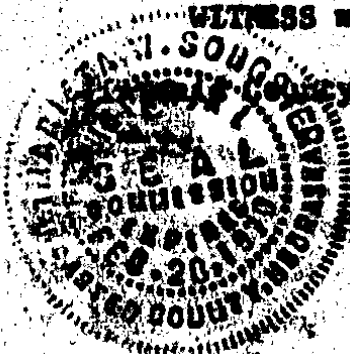
Elaine R. Agee By Richard W. Agee
Secretary President

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

On this 15th day of March, 1966, before me, the undersigned, a Notary Public in and for said County personally came Richard W. Agee, President, and Elaine R. Agee, Secretary of The Huntington Corporation, to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said Corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

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WITNESS my hand and Notarial Seal at Lincoln, Nebraska the day and year first above written.



Marvita H. Sangster
Notary Public

My Commission Expires: Febr. 28, 1970

INDEXED 28-107, 111, 113, 117
GENERAL 119, 123
COMPARED
PASSED

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LANCASTER COUNTY NEBRASKA
ENTERED IN NUMERICAL INDEX
FILED FOR RECORD IN
BOOK

1966 MAR 29 PM 2:13

LT + T.C. Enw. #900 Kenneth L. Ferguson
REGISTER OF DEEDS