

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the Huntington Corporation, a Nebraska corporation, hereinafter referred to as the Company, being the owner of lots in Huntington First Addition to the City of Lincoln, Lancaster County Nebraska, in order to establish a uniform plan for the development of said addition and thereby induce purchase of lots by others, does hereby create, adopt and establish the following restrictions against and upon each of the following lots in the aforesaid Huntington Addition:

Lots 1 to 13, both inclusive, Block 2, being all of the lots in said Block 2;

Lots 1 to 15, both inclusive, Block 4, being all of the lots in said Block 4;

Lots 1 to 9, both inclusive, Block 5, being all of the lots in said Block 5;

Lots 1 to 11, both inclusive, Block 6, being all of the lots in said Block 6;

Lots 6 to 12, both inclusive, Block 7,

Lots 1 and 2, Block 8, being all of the lots in said Block 8.

1. None of the lots described above shall be used for other than residential purposes. No residence shall be erected, altered, placed or permitted to remain on any such lot except one detached, single-family dwelling not to exceed two stories in height. No such lot shall be subdivided into small building tracts, but a residence may be built on a portion of two or more of such lots where the tract owned contains not less than 9,000 square feet, in which case the provisions relating to side lot lines shall apply to the side line of the tract.

2. The exterior of all residences on such lots shall be at least 40 per cent natural brick or natural stone veneer. All garages on such lots must be attached to the residence. Any detached accessory buildings on such lots must be in harmony with the structure and design of the residence.

3. The ground floor area of the residence on such lots, exclusive of terraces, patios, porches, carports and garages, shall be not less than 1,700 square feet for a one-story dwelling, not less than 1,300 square feet for a one and half-story dwelling, and not less than 1,150 square feet for a two-story dwelling. The total floor area of a split-level residence shall be such that it is in keeping with the foregoing requirements for other types of dwellings. A one-story residence having a basement that opens out on the ground level at the side or rear shall be considered as being a one-story dwelling for purposes of this paragraph.

4. No building shall be located on any such lot nearer than 10 feet to the lot line adjoining a street nor nearer than 10 feet to any side lot line. For the purpose of this covenant, eaves, steps and open porches without roofs shall not be considered a part of the building.

5. All residences shall be constructed so as to meet the requirements of the applicable building codes of the City of Lincoln, Nebraska. Whoever purchases a lot from the Company shall install and pay for public sidewalks parallel to each street which adjoins his lot, in accordance with the ordinances of the City of Lincoln.

6. The construction of a residence shall not be started unless and until written approval of the building plans has been

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first secured from the Company. Such plans shall be submitted to the Company and shall show the size, exterior material, design and plot plan indicating the location of the residence and attached garage upon the lot or lots. The Company reserves to itself, its successors and assigns, the exclusive 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 on the aforesaid lots in the Addition. 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 until terminated by the Company in writing.

7. The Company reserves to itself, its successors and assigns, the exclusive right to establish grades and slopes on all lots, and to fix the grade at which any residence shall be erected on any lot so that it will conform to the general plan in the Addition. Any relocation of underground cables, transformer pads or service pedestals which is required as a result of grade changes made by the owner of a lot shall be done at the expense of the lot owner.

8. The Company reserves to itself, its successors and assigns, easements on each lot as shown on the recorded plat of the Addition.

9. No partially completed residence, no structure of a temporary character, and no trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. All outdoor wiring shall be underground. No wires for electric power, telephones, radio, television or for any other use shall be placed or permitted above the ground except inside a residence or other building. No aerials, antennae, poles, towers, or other equipment or devices for radio or television shall be placed or permitted above the ground except for those inside a residence and except those installed by the Company as part of a master system for the Addition. For electric service from the public utility's underground lines on a lot to the lot owner's residence and other improvements, the lot owner shall provide a service conductor having at least 150 amperes capacity, as required by the National Electrical Code.

11. No advertising sign, billboard or other advertising device shall be permitted, erected, placed or suffered to remain upon any lot, except that the Company may place signs advertising lots in the Addition upon any lot owned by the Company.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or which may endanger the health or unreasonably disturb the quiet of the owners or occupants of the adjoining lots.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets if they are not kept, bred or maintained for any commercial purpose, and no barn, shed or stable shall be built or placed on any lot.

14. The foregoing restrictions constitute covenants running with the land and shall be and are binding upon the Company and all persons claiming under it for a period of 25 years from the date these covenants are recorded, after which these covenants shall be automatically extended for successive periods of 10 years, unless at any time an instrument signed by a majority of the then owners of the lots described above has been recorded agreeing to change these covenants in whole or in part.

15. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

16. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed on its behalf by its President and attested by its Secretary, and its Corporate Seal to be affixed, on the 1st day of April, 1966,

THE HUNTINGTON CORPORATION

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 1st day of April, 1966, before me, the undersigned Notary Public, personally appeared RICHARD M. AGEE, to me known to be the President of The Huntington Corporation and the identical person who signed the foregoing Protective Covenants, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of The Huntington Corporation.

Commission expires April 4, 1970

[Signature]
Notary Public

INDEXED 11, 12, 13, 14, 23

LANCASTER COUNTY NEBRASKA
FILED FOR RECORD IN
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[Signature]
REGISTER OF DEEDS

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