

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Karl A. Witt, hereinafter referred to as Owner, of Lots One (1) through Twenty-Three (23), both inclusive, Northside Village Fifth Addition, also known as Northside Estates, a subdivision located in the S.W. 1/4 of Section 12, T 10 N, R 6 E of the 6th P. M., Lincoln, Lancaster County, Nebraska:

Now, therefore, the undersigned Owner of the above described real estate and property in order to establish a uniform plan for development and for and in consideration of inducing the purchase of said property, does hereby create, adopt and establish the following restrictions upon said real estate and property, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars. Basements, garden level or walkout levels will not be considered as a full story.

2. The ground floor area of the main structure, exclusive of unenclosed porches and balconies and garages or carports, shall not be less than 1200 square feet for a single story residence nor 750 square feet for a two story residence. Basements, walkout basements or garden level floors are excluded in these calculations.

3. No building shall be located on a lot nearer than 25 feet from the front line, nor nearer than 5 feet to any side lot line; except that a garage or other permitted accessory buildings located 60 feet or more from the front line and more than 6 feet from the principle structure may be located no nearer than 2 feet from any such side lot line. The total lot area covered by all accessory structures shall not exceed 720 square feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot. No radio, television or other transmission or reception antenna or tower shall be erected on the property, a main structure or any accessory structure. This shall not prohibit the use of satellite dishes that are otherwise in conformance with city standards.

4. APPROVAL OF PLANS: The required approval by Owner under this section shall cease upon completion of building on all lots within the Properties. Until such time, the Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade and location at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. The required approval by Owner under this section shall cease upon completion of building on all lots within the Properties. Until such time as all lots are constructed on, plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner and show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval or the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plan, if in the Owner's opinion the plans do not conform to the general standard of development in the Properties.

5. 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 and street trees shall installed and maintained as required by the City of Lincoln, Nebraska.

6. No noxious or offensive 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.

7. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either on a temporary or permanent basis.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. At any time, an instrument signed by

3.

eighty percent (80%) of the then owners of the lots may be recorded agreeing to change said covenants in whole or in part. Each lot shall allow the owner one vote for the purposes of amendment.

10. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

11. Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 1st day of March, 1991.

Witness

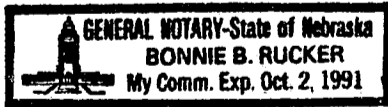
Karl A. Witt
Karl A. Witt

STATE OF NEBRASKA)
)SS
LANCASTER COUNTY)

On this 1 day of March, before me the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Karl A. Witt to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

My commission expires:



[Signature]

BOOK NO
CASE
NOV 15
CH
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REL

LANCASTER COUNTY, NEBR.
Dan Jalo
REGISTER OF DEEDS
91 MAR -5 AM 11:14
ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 91 6236

#2650

Karl A. Witt
3130 Portia

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