

44594

PROTECTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, and ROBERT F. LAWSON and SARA W. LAWSON, TRUSTEES OF THE LAWSON FAMILY TRUST; JOHN M. WHITLOCK and INA Y. WHITLOCK, TRUSTEES OF THE WHITLOCK LOVING TRUST; ALAN R. PORTER, TRUSTEE; MARY DAVIES LAMBERT and ROY LAMBERT, wife and husband; DIANE DAVIES WILKINSON, now DIANE DAVIES COLLISTER and PAUL COLLISTER, wife and husband; LOUIS JAMES DAVIES and PRISCILLA DAVIES, husband and wife; ELIZABETH DELONG DAVIES; and R. C. KRUEGER DEVELOPMENT COMPANY, INC., being the owners of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to-wit:

Lots 1 through 11 inclusive, Block 1; Lots 1 through 14 inclusive, Block 2; Outlot "C" and Outlot "D", Block 2; Lots 1 through 24 inclusive, Block 3; Lots 1 through 9 inclusive, Block 4; Lots 1 and 2, Block 5; Outlot "A" and Outlot "B", all in Porter Ridge 2nd Addition, Lincoln, Lancaster County, Nebraska

do hereby create, adopt, and establish the following restrictions against and upon all of said lots and real estate, to-wit:

1. All lots herein described shall be used exclusively for private, single family dwellings, not to exceed two stories in height, and a private garage of a minimum two-car capacity and a maximum three-car capacity, which such garage must be attached to the dwelling. Additionally, storage sheds or other detached buildings are not permitted.

2. No dwelling shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 5 feet to each side lot line. In the case of a corner lot, the dwelling shall not be nearer than 25 feet to the side street lot line.

3. The main floor area of the dwelling building, exclusive of open porches, terraces, and garages, shall not be less than 900 square feet in area and not less than 1,650 square feet combined total for all floors in the case of a one and one-half story or two-story dwelling; nor less than 1,250 square feet in area in the case of a one-story dwelling. The Company determines finished square footage by measuring to outside of all walls, including interior fireplaces; the staircase twice (once each for main level and second level); and every location in which the floor joists project from the foundation or exterior wall of main level. The Company does not include:

2

window boxes where the floor joists do not project from the foundation or exterior wall of main level; exterior fireplaces; decks; patios; porches; storage areas; basements or any other unfinished areas. The exterior of any dwelling erected on any lot shall consist of not less than 60% of brick veneer or stone veneer on any street exposed wall except in the case of a corner lot, the front or primary side shall consist of not less than 60% brick or stone veneer, the secondary side facing the street shall consist of brick or stone veneer from ground level to the first level floor joists unless specifically excepted in writing by the Company. The roof pitch of any dwelling erected on any lot shall be a minimum of a 5/12 or 5 inches in rise vertically for every 12 inches horizontally.

4. Not more than one dwelling shall be built upon any lot except that nothing herein contained shall prevent the construction of one dwelling on a portion of two or more lots; in such case restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.

5. The construction of a dwelling or garage shall not be commenced until written approval is first secured from the Company, of the building plans, which said plans must show the size, exterior material, design and plot plan, and indicate the location of the dwelling and garage upon the lots. The Company reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. "Geodesic dome" and "earth homes" are prohibited. To insure the enforcement of this provision, 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 at least January 1, 2006, and shall thereafter continue in full force and effect until terminated by the Company.

6. No recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers and/or boats shall be stored or parked upon any lot within the Properties except within an enclosed structure. Provided, such vehicles may be temporarily parked or stored upon lots within the Properties for periods of time not to exceed fourteen (14) days per year.

7. No noxious or offensive trade or 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.

3

8. No trailer, basement, tent, shack, barn, or any other outbuilding, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

9. No house or building which has been prefabricated shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto any building lot, except that the Company may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision.

10. No nuisance, advertising sign, billboards, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any of said lots; and said lots shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder or owner of any adjoining lot; this covenant shall not prevent the Company from placing signs advertising the lots in the subdivision upon any lots owned by the Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.

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

12. No antennas or satellite dishes of any kind shall be placed or permitted except inside a residence.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Porter Ridge 2nd Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

14. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any dwelling shall be hereafter erected or placed thereon so that all of the same may conform to the general plan, and at any time to add to the subdivision creating and establishing the properties herein described, any or all of the following described property: Northwest Quarter section of Section Nineteen (19), Township Nine (9) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska, without the consent or approval of any owner.

15. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as

4

covenants and not as conditions and shall run with the land and shall bind the several owners until the 1st day of January 2015, in any event and continuously thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to all of the land on both sides of the street within the block in which is located the property, the use of which is sought to be altered by such proposed change.

16. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. The invalidation of any one of these covenants by any judgment of any court shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

Dated this 27<sup>th</sup> day of Sept., 1993.

ATTEST:

R. C. KRUEGER DEVELOPMENT COMPANY, INC.

Calvin C. Krueger  
Calvin C. Krueger, Secretary

By: Richard C. Krueger  
Richard C. Krueger, President

ROBERT F. LAWSON and SARA W. LAWSON,  
Trustees of the Lawson Family Trust;  
JOHN M. WHITLOCK and INA Y. WHITLOCK,  
Trustees of the Whitlock Loving Trust;  
ALAN R. PORTER, Trustee; MARY DAVIES  
LAMBERT and ROY LAMBERT; DIANE DAVIES  
WILKINSON, now DIANE DAVIES COLLISTER  
and PAUL COLLISTER; LOUIS JAMES DAVIES  
and PRISCILLA DAVIES; and ELIZABETH  
DELONG DAVIES

By: Alan R. Porter  
Alan R. Porter, Attorney in Fact

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF LANCASTER)

On this 27<sup>th</sup> day of September, 1993, before me the undersigned Notary Public in and for said State and County, personally appeared Richard C.

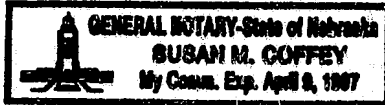
5

Krueger, President, and Calvin C. Krueger, Secretary of R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, and the identical persons who signed and executed the foregoing instrument on its behalf, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said R. C. KRUEGER DEVELOPMENT COMPANY, INC., a corporation, and that its corporate seal was hereunto affixed by lawful authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.

*Susan M. Coffey*  
Notary Public

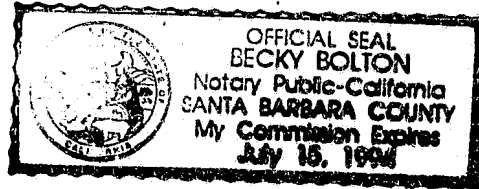
STATE OF California )  
COUNTY OF Santa Barbara ) ss.



On this 22nd day of September, 1993, before me the undersigned Notary Public in and for said State and County, personally appeared ALAN R. PORTER, Attorney in Fact for ROBERT F. LAWSON and SARA W. LAWSON, Trustees of the Lawson Family Trust; JOHN M. WHITLOCK and INA Y. WHITLOCK, Trustees of the Whitlock Loving Trust; ALAN R. PORTER, Trustee; MARY DAVIES LAMBERT and ROY LAMBERT; DIANE DAVIES WILKINSON, now DIANE DAVIES COLLISTER and PAUL COLLISTER; LOUIS JAMES DAVIES and PRISCILLA DAVIES; and ELIZABETH DELONG DAVIES, the identical person who signed and executed the foregoing instrument on their behalf, and he acknowledged the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.

*Becky Bolton*  
Notary Public



BLOCK  
CODE  
PORTER  
CHECKED  
DATE  
4/8091  
P

LANCASTER COUNTY, NEB  
*Dan Miller*  
REGISTER OF DEEDS

OCT 4 10 29 AM '93

INST. NO 93 44594

#57<sup>00</sup>

City Clerk