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PROTECTIVE COVENANTS

WITNESSETH:

That R.J.S., a general partnership, Robert J. Rentfro and Jerry C. Joyce, hereinafter known as the "Developer", being the owners of record at the time of the signing of the final plat of the following described real estate located in Lincoln, Lancaster County, Nebraska, to-wit:

Blocks 1 through 10, inclusive, Sevenoaks First Addition, Lincoln, Lancaster County, Nebraska,

hereby create, adopt, and establish the following restrictions and covenants against and upon said real estate, to-wit:

I. Covenants as to Specific Lots: The Protective Covenants contained hereinafter in subparagraphs a through d, inclusive, of this section shall apply only to the following lots, to-wit:

All of Blocks 4, 5, 6, and 8, inclusive, and all of Block 9, except Lot 35 thereof;

a. All lots above described and referred to shall be used and occupied exclusively for private single family dwellings not to exceed 35 feet in height together with private attached two stall garage.

b. No dwelling shall be located on any lot nearer than 30 feet to the front lot line nor nearer than 10 feet to the side lot line. In the case of a corner lot, the dwelling shall not be nearer than 30 feet to either side street line.

c. No residential structure shall be erected or placed upon any building lot which has an area of less than 8,000 sq.ft. Not more than one dwelling and attached two stall garage shall be built upon any lot but nothing herein stated shall prevent the construction of one dwelling and attached two stall garage on a portion of two or more lots where the area (owned) is not less than 8,000 sq.ft. In such case, the restrictions herein pertaining to the side lots lines shall be construed to apply to side lines of such entire tract.

d. No single family residence shall be constructed having a ground floor or first floor area, exclusive of terrace, patio, porches, carports, garages, basements, walkout basements, daylight basements, whether finished or not, of less than 1,300 square feet in the case of a one story dwelling; nor less than a combined total of 1,300 square feet on the first floor or main living floor and upper bedroom area for a bi-level, raised ranch, split

entry, or tri-level dwelling; nor less than 1,500 square feet combined total for a 1½ story or 2 story dwelling with a minimum of 900 square feet on the first or main floor; nor less than 1,500 square feet combined total in the case of a dwelling with four or more levels with the main living level and main bedroom level containing a combined minimum total of 1,300 square feet.

II. Covenants as to Specific Lots: The Protective Covenants contained hereinafter in subparagraphs a through d inclusive, of this section shall apply only to the following lots, to-wit:

All of Block 1, except Lots 48 through 52, inclusive; All of Block 2, except Lots 19 through 21, inclusive; and All of Block 3, except Lots 12 through 23, inclusive, and except Lots 28 through 35 inclusive.

a. All lots above described and referred to shall be used and occupied exclusively for private single family dwellings not to exceed 35 feet in height together with private attached two stall garage.

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

c. No residential structure shall be erected or placed upon any building lot which has an area of less than 5,000 sq. ft. Not more than one dwelling and attached two stall garage shall be built upon any lot but nothing herein stated shall prevent the construction of one dwelling and attached two stall garage on a portion of two or more lots where the area (owned) is not less than 5,000 sq. ft. In such case, the restrictions herein pertaining to the side lot lines shall be construed to apply to side lines of such entire tract.

d. No single family residence shall be constructed having a ground floor or first floor area, exclusive of terrace, patio, porches, carports, garages, basements, walkout basements, daylight basements, whether finished or not, of less than 1,000 square feet in the case of a one story dwelling; nor less than a combined total of 1,000 square feet on the first floor or main living floor and upper bedroom area for a bi-level, raised ranch, split entry, or tri-level dwelling; nor less than 1,200 square feet combined total for a 1½ story or 2 story dwelling with a minimum of 800 square feet on the first floor or main floor; nor less than 1,200 square feet combined total in the case of a dwelling with four or more levels with the main living level and main bedroom level containing a combined minimum total of 1,000 square feet.

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III. Covenants as to Specific Lots: The Protective Covenants contained hereinafter in subparagraphs "a" through "d" inclusive, of this section shall apply only to the following lots, to-wit:

Lots 48 through 52, inclusive, Block 1; Lots 19, 20, and 21, Block 2; Lots 12 through 23, inclusive, and 28 through 35, inclusive, Block 3; Lot 35, Block 9; and all of Block 10.

a. All lots above described and referred to shall be used and occupied exclusively for private two family dwellings not to exceed 35 feet in height together with private attached two stall garage per living unit.

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

c. No residential structure shall be erected or placed upon any building lot which has an area of less than 7,000 sq. ft. Not more than one two-family dwelling and attached two stall garage per living unit shall be built upon any lot but nothing herein stated shall prevent the construction of one two-family dwelling and attached two stall garage per living unit on a portion of two or more lots where the area (owned) is not less than 7,000 sq. ft. In such case, the restrictions herein pertaining to the side lot lines shall be construed to apply to the side lines of such entire tract.

d. No two-family residence shall be constructed having a total living area, exclusive of terraces, patios, porches, carports, garages, basements, daylight basements, walkout basements, whether finished or not, of less than 768 sq. ft. per living unit.

IV. Covenants as to All Lots: The Protective Covenants contained hereinafter in subparagraphs "a" through "r" inclusive, of this section shall apply to all of Blocks 1 through 10, inclusive.

a. No noxious or offensive trade, activity, or practice shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b. No trailer, mobile home vehicle, pickup camper, basement, tent, shack, barn, storage shed, or any other out building erected in or placed on any lot shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence; nor shall any trailer, mobile home vehicle, recreational vehicle, boat, pickup camper, attached or unattached, shack, tent, barn, storage shed, or other out building, be placed or suffered to remain on said premises for any reason

whatsoever; provided however, nothing contained in this paragraph shall prohibit the construction of a gazebo, a detached swimming pool house, or detached tennis court house from being built beside a swimming pool or tennis court as the case may be, located on the lot so long as the gazebo, swimming pool house, or tennis court house is constructed with the same architectural style as the residence located upon the lot and such structures are in conformance with the City ordinances of the City of Lincoln. It is further provided that a trailer, mobile home vehicle, pickup camper attached or unattached, recreational vehicle, or boat, may be stored on the premises, provided that such item is entirely stored within an enclosed garage, but nothing contained herein is to prohibit an owner of the property from having a guest visit him and the guest may park a mobile home vehicle or attached pickup camper, or trailer, upon the property while visiting such owner, provided such visit does not exceed 30 days.

c. No previously constructed building of any kind whatsoever shall be moved onto any building lot.

d. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon any of said lots or upon any improvements thereon. Said lots shall not be used in any way or for any purpose which may endanger the health or reasonably disturb the quiet of any holder of adjoining lots. No business of any kind or anything that may be construed as a business may be conducted on any of the lots covered by these covenants except that this restriction shall not prevent Developer from placing upon any lots owned by said Developer, signs advertising the subdivision or lots therein. Moreover, this restriction shall not prevent an owner of a lot from placing upon any lots owned by him a "For Sale" sign, either placed there by the owner or by his agent advertising such lot or lots for sale.

e. The Developer 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 upon which any building hereafter erected or placed thereon so that the same conform to a general plan.

f. 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 such purchasers.

g. No structure, planting, or other materials shall be placed or permitted to remain within any easement reserved for installation and maintenance of utilities or drainage, as shown on recorded plat, which may damage or interfere with the installation and maintenance of any such utilities or which may change the direction of flow of the drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels over the easements.

h. All outdoor wiring shall be placed underground. No wires for electric power, telephones, radios, television, or for any other use shall be placed or permitted above the ground except inside a residence. No aerials, antennas, poles, towers, or other devices shall be placed or permitted above the ground except when placed inside a residence but not above the roof line.

i. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot except dogs, cats, or other household pets, provided such dogs, cats, or other household pets are not kept, bred, or maintained for commercial purposes. No kennels may be placed in or upon any lot.

j. No lot may be maintained or used as a dumping ground for rubbish, including but not limited to leaf and grass clippings. All waste, garbage, and trash must be kept in sanitary containers. No incinerators may be constructed or maintained upon any lot.

k. The herein enumerated restrictions, rights, reservations, limitations, agreements or covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several owners continuously unless and until any proposed change shall have been approved in writing by the owners of legal title to 75% of the lots within Blocks 1 through 10, inclusive, Sevenoaks First Addition subdivision. Any amendments pertaining to outlot B as replatted or portions thereof must be approved by the City of Lincoln prior to becoming effective.

l. 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 other person or persons owning any lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and to prevent

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him or them from so doing and to recover damages or other dues for such violation.

m. All owners of lots within Sevenoaks 1st Addition shall by such purchase become members of the Sevenoaks Home Owners Association, Inc., a non-profit corporation, and shall abide by all authorized rules and regulations properly promulgated by it and the rules and regulations governing the operation and maintenance of said Sevenoaks Home Owners Association Inc., as the same may exist or be established at this time or from time to time. Such owners shall be association members of Class B and Class D as so provided in the Articles of Incorporation of said corporation.

The rights and obligations of Class B members are set forth in the Articles of Incorporation of the Sevenoaks Home Owners Association, Inc., a non-profit corporation. All Class B members shall be responsible for the following items, to-wit:

- (1) The maintenance of the open storm sewer ditch liner located in Outlot A and B as replatted in Sevenoaks 1st Addition.
- (2) The maintenance of any monument marker or markers noting the name of Sevenoaks or any other addition thereto either by easement contained with any new plat or by community plan;
- (3) The maintenance of the center island in Sevenoaks located on South 31st Street at its intersection with Old Cheney Rd. Said maintenance shall include the maintaining of the existing underground water sprinkler system in said island as well as the cost of the city water used therein which has been separately metered for that purpose.

Class D membership in Sevenoaks Home Owners Association, Inc., a non-profit corporation, is hereby created by adoption of these Protective Covenants. There are no obligations of such class at the present time and obligation for Class D can only be created by amending the Articles of Incorporation or By-Laws of such non-profit corporation, and any such amendment relating to Class D membership can be done only by assent of 60% of the Class D membership. The rights of the Class D membership are set forth in the Articles of Incorporation of such non-profit corporation.

n. The Sevenoaks Home Owners Association, Inc., shall have authority to fix, levy, and collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of its Articles of Incorporation and the By-Laws to be adopted by said corporation from time to time as provided for in the Articles of Incorporation or the By-Laws of such



Association; and in connection therewith to provide that failure to pay such assessments shall constitute a lien upon the property of the respective owner.

o. All owners, or their successors and assigns of Lots 1 through 15, inclusive, Block 10, Sevenoaks 1st Addition, Lincoln, Lancaster County, Nebraska, shall become responsible for the cost of the mowing and maintenance of that portion of the replat of Outlot B as contained in the final plat of Sevenoaks 1st Addition which abutts the rear of said Lots in Block 10 to the nearest edge of the open storm sewer ditch liner which runs through said replatted Outlot B. Such mowing and maintenance shall be done by the Association and the cost of such shall be assessed to each such lot owner equally on a per lot basis.

The responsibility of the owners to so maintain this area of said Outlot B shall commence when that portion of said Outlot is conveyed by the Developer to Sevenoaks Home Owners Association, Inc., a non-profit corporation.

p. Nothing contained in these protective covenants shall be construed as any limitation upon the authority of the City of Lincoln, Lancaster County, Nebraska, to enter upon said Outlots A and B, or portions thereof, and perform necessary maintenance should said association fail to do so and to assess the property with the cost thereof.

q. All owners or their successors and assigns, of Lots 1 through 12, inclusive, Lots 34 through 36, inclusive, Lots 70 through 80, inclusive, and Lot 84, Block 1; and Lots 1, 25, 26, 27, 29, 30, 31, 32, 33, 34, and 35, Block 3; Sevenoaks 1st Addition, Lincoln, Lancaster County, Nebraska, shall permanently maintain the landscape screen on their respective lots which screen abutts Old Cheney Road and South 27th Street to the satisfaction of the Planning Director of the City of Lincoln, Nebraska.

r. In the event that any covenant contained herein shall be declared to be invalid, such action shall not affect any other remaining covenant or condition which shall continue in full force and effect.

Dated this 20<sup>th</sup> day of January, 1979.

R.J.S. PARTNERSHIP (Developer)

BY: Robert J. Rentfro  
Robert J. Rentfro - Partner

Jerry G. Joyce  
Jerry G. Joyce - Partner

State Security Savings Co., Partner  
BY: Alfred H. Adams, President  
Owner of Lots 38-84, Block 1 and all of Blocks 2-10.

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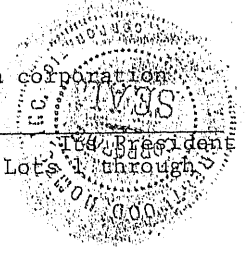
Robert J. Rentfro  
Robert J. Rentfro Developer, and

Frances J. Rentfro  
Frances J. Rentfro - Husband and Wife  
Former Record Owners of Lots 1 and 2,  
Block 1

Jerry C. Joyce  
Jerry C. Joyce Developer, and

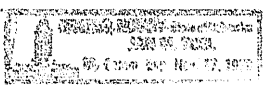
Janet C. Joyce  
Janet C. Joyce, Husband and Wife,  
Former Record Owners of Lots 3-37,  
Block 1

Crestwood Homes, Inc., a corporation  
BY: Jerry C. Joyce Its President  
Current Record Owner of Lots 1 through  
37, Block 1



STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS:

On this 20<sup>th</sup> day of January, 1979, before me, the undersigned, a Notary Public, personally came Robert J. Rentfro, Jerry C. Joyce and ALFRED H. ADAMS, PRESIDENT of State Security Savings Co., partners of R.J.S. Partnership, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as such officers of said companies, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said companies.

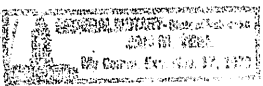


Alfred H. Adams  
Notary Public

My Commission Expires: Nov. 17<sup>th</sup> 1979

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS:

On this 20<sup>th</sup> day of January, 1979, before me, the undersigned, a notary public, personally came Robert J. Rentfro and Frances J. Rentfro, husband and wife, and Jerry C. Joyce and Janet C. Joyce, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the same to be their voluntary act and deed.



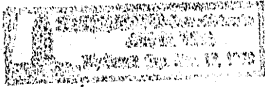
Jerry C. Joyce  
Notary Public

My Commission Expires: Nov. 17<sup>th</sup> 1979



STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS:

On this 20<sup>th</sup> day of January, 1979, before me, the undersigned, a notary public, personally came JERRY C. Joyce, President of Crestwood Homes, Inc., a corporation, known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the same to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



Jerry C. Joyce  
Notary Public

My Commission Expires: Nov. 17, 1979

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M. W.

LANCASTER COUNTY  
REGISTER OF DEEDS  
1979 FEB -1 AM 8:30  
FILED - RECORDED  
INST. NO. 79- 2789

#32-50

M. W. (KA)