

## PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Southwood Inc. of Lincoln, a corporation of Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, being owners of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots 8, 9, 10, 11, 12, 13, 14 Inclusive, Block 6

All of Blocks 7, 8, 9

Lots 1, 2, 3, 4, 5, 6, Inclusive, Lots 8, 9, 10, 11 Inclusive, Block 10

All of Block 11

Lots 14, 15, 16, 17, 18, 19, 20, 21 Inclusive, Block 12

Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 Inclusive, Block 17

All of Blocks 18, 19, 25

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 Inclusive, Block 20, all in Southwood

First Addition, a subdivision of Lincoln, Lancaster County, Nebraska,

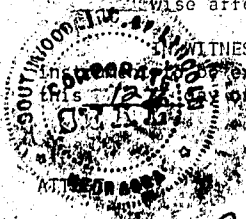
hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit:

- A. 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 maximum three-car capacity, which may be either attached or detached from the dwelling.
- B. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, not less 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 the side street lot line. No detached garage building, or other out-building, shall be nearer than 60 feet to the front lot line, nor nearer than 2 feet to the side lot line. In case of a corner lot, the garage or other out-building shall not be nearer than 25 feet to the side street lot line.
- C. The ground area below the main living area shall not be less than 800 square feet in the case of split level, 1½-story, or 2 story dwelling, nor less than 1200 square feet in the case of a one-story dwelling. To qualify for reduction, split level must contain some finished space directly above other finished space.
- D. Not more than one dwelling and a garage shall be built upon any lot except nothing herein shall prevent the construction of one dwelling and garage 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.
- E. The construction of a dwelling shall not be started until the written approval is first secured from the Company of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. The Company reserves to itself, its successors and assigns, the sole 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 in the subject area. 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 at least until January 1, 1973 and shall continue to remain in full force and effect thereafter until terminated by the Company.
- F. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may or become, an annoyance or nuisance to the neighborhood.
- G. No trailer, basement, tent, shack, barn or any other out-building, erected in or on any lot, shall at any time be used as a residence, temporary or permanently; nor shall any structure of a temporary character be used as a residence.
- H. No building of any kind whatsoever shall be moved on to any building lots, except that the Company may use temporary buildings for storage of tools and material during construction of homes and development of the subdivision.

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- I. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon 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 of adjoining lots; except that this covenant shall not prevent the Company from placing signs advertising the lots in the subdivision upon any lots owned by said Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.
- J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.
- K. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- L. The owner of a lot or lots shall install public sidewalks as required by the City of Lincoln. Failure to do so within the time limit set by the City shall empower Southwood Inc. of Lincoln to install said public sidewalks and charge the costs thereof against said lot owner.
- M. All electric power lines and telephone lines, which are installed subsequent to the filing of this covenant, including service lines to the buildings shall be underground, except where the respective utility companies shall declare it to be absolutely necessary that they be above ground. Said underground power service line from main to buildings shall be at least 150 amperes capacity as required by the National Electric Code.
- N. Any relocation of underground cables, transformer pads or service pedestals which may be required as a result of grade changes made by the owner of such lot or lots shall be done and performed at the expense of the owner.
- O. The Company expressly reserves to itself, its' successor 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 the same may conform to a general plan.
- P. The lots herein described shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens set forth in the Neighborhood Association Covenants filed for record in the office of the Register of Deeds of Lancaster County, Nebraska on May 31, 1962, and recorded in Book 105, Page 41 of the Miscellaneous Records of said office.
- Q. The herein enumerated restrictions, rights, reservations, limitations, agreements, 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 until the 1st day of January, 1992, 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 said proposed change.
- R. 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 other real estate in said subdivision to prosecute any proceedings at 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.
- S. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS WHEREOF Southwood Inc. of Lincoln, a corporation, has caused this instrument to be executed by its president and its corporate seal to be affixed hereto this 12th day of March, 1968.



SOUTHWOOD INC. OF LINCOLN,  
A Corporation

[Signature]  
Secretary

By [Signature]  
President

