

PROTECTIVE COVENANTS

West Gate, Inc., a corporation,
by President, Seal,

Inst. No. 79-103
Date Dec 29 1978
Filed Jan 2 1979

Acknowledged Dec 29 1978 before Melba M Hac N P Lancaster Co Nebr.,
Comm expires Feb 5 1980, Seal. One witness.

KNOW ALL MEN BY THESE PRESENTS:

West Gate, Inc., a corporation, of Lincoln, Lancaster County, Nebraska,
hereinafter known as the COMPANY, being the owner of the following described
real estate located in the City of Lincoln, Lancaster County, Nebraska,
to-wit:

Lots 1 through 34 inclusive, Block 1; Lots 1 through 11 inclusive,
Block 2; Lots 1 through 23 inclusive, Block 3; Lot 1, Block 4; Lots 1 and 2,
Block 5; and Lot 1, Block 6, all in Cripple Creek Addition, a subdivision
in the City of 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 maximum three-car capacity, which such garage may be either
attached to or detached from the dwelling. Additionally, a storage shed is
permitted.

2. No dwelling shall be located on any lot nearer than 30 feet to the
front lot line nor nearer than 10 feet to a side street lot line. No detached
garage building or other outbuilding shall be nearer than 60 feet to the
front lot line nor nearer than two feet to the side lot line. In case of a
corner lot, the garage or other outbuilding shall not be nearer than 30 feet
to the side street lot line.

3. The groundfloor area of the main dwelling building, exclusive of over-
porches, terraces, and garages, shall not be less than 800 square feet in area
in the case of a one and one-half story or two-story dwelling; nor less than
1200 square feet in area in the case of a one-story dwelling; and the exterior
of any dwelling erected on any lot shall consist of not less than 25% of
brick veneer or stone veneer.

4. Not more than one dwelling and garage shall be built upon any lot
except that nothing herein contained shall prevent the construction of one
dwelling and garage on a portion of two or more lots; in such case restric-
tions 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 or outbuilding 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. 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, 1995, and shall thereafter continue
in full force and effect until terminated by the Company.

6. Each lot owner, within 60 days after his dwelling is ready for
occupancy, shall plant in the front yard at least one upright evergreen with
a caliper of at least one inch and one pin oak with a minimum caliper of
one and one-half inches and shall nourish and maintain the same. Each lot
owner within one year from the date that his dwelling is ready for occupancy
shall plant three additional trees and nourish and maintain the same.

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 annoy-
ance or nuisance to the neighborhood.

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.

(continued)

9. No house or building which has been prefabricated (except approved modular home) 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 on 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. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat Cripple Creek Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

13. 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.

14. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions and shall run with the land and shall bind the several owners until the 1st day of January, 1999, 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.

15. 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.

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