

11/1/81

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RESTRICTIVE COVENANTS

The undersigned (Owner) is the owner of the following described real estate:

Lots 1 through 10, Block 1; Lots 1 through 23, Block 2;
Lots 1 through 6, Block 3; Lots 1 through 16, Block 4;
Lots 1 through 12, Block 5; Lots 1 through 20, Block 6;
Lots 1 through 27, Block 7; Lots 1 through 15, Block 8;
Lots 1 through 17, Block 9; Lots 1 through 32, Block 10;
Lots 1 through 31, Block 11 and Lots 1 through 31, Block 12, Highland North 3rd Addition, Lancaster County, Nebraska.

The Declaration of Covenants, Conditions and Restrictions dated October 22, 1981 and recorded October 26, 1981 as Instrument No. 81-20551 in the office of the Register of Deeds of Lancaster County, Nebraska, is released.

These Restrictive Covenants are established upon the real estate.

1. USE: No lot within the real estate shall be used other than for residential purposes.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot shall be completed within six (6) months from and after the commencement of construction.

3. APPROVAL OF PLANS: The Owner shall have the exclusive right to establish grades and slopes for all lots and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the real estate. Plans for any building or other improvement to be placed or constructed upon any lot shall be submitted to the Owner and shall show the design, size, exterior material and exterior colors 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 of 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 plans, if in the Owner's opinion the plans do not conform to the general standard of development within the real estate.

4. CITY REQUIREMENTS: All buildings 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 be installed as required by the City of Lincoln, Nebraska.

5. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot shall be used as either a temporary or permanent residence.

6. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

7. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot. However, the Owner may erect signs advertising lots for sale and a sign advertising a single lot for sale may be erected upon any lot.

8. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose.

9. WIRING AND ANTENNAS: No wires, antennas or other equipment for electric power or electronic communications shall be permitted on any lot, except underground or within a building.

10. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

11. SIDEWALKS: Any titleholder of a lot on which is located a public sidewalk shall maintain the sidewalk.

12. LANDSCAPE SCREENS: Any title holder of a lot on which is installed a landscape screen, as required by the City of Lincoln, Nebraska, whether composed of structural or live plant material, shall maintain the screen.

13. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner; these Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the lots, at any time.

14. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damage.

15. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated May 6, 1989.

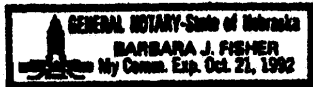
Austin Realty Co.,
A Corporation

By: Gerald L. Schleich
President

Louise A. Schleich
Secretary

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of May, 1989, by Gerald L. Schleich, President of Austin Realty Co., a Nebraska corporation, on behalf of the corporation.



Barbara J. Fisher
Notary Public

(3-22-9d)

BLOCK
CODE
HE NO 3
CHECKED
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ENTERED
20
EDITED

39-

Dan Gale
RECEIVED REEDS
1989 MAY 11 PM 3:25

#2850

ENTERED ON
SERIAL INDEX
FOR RECORD
INST. NO. 89 12276

Home Reel
Estate

3910 South ST
68506
Charge STS #16.50