

,2603/

## HIGHLANDS NORTH SIXTH ADDITION RESTRICTIVE COVENANTS

The undersigned are the owners (hereinafter collectively referred to as the "Owners") of the following described real estate:

Block 1, Lots 1 through 8; Block 2, Lots 1 through 10; Block 3, Lots 1 through 4; Block 4, Lots 1 through 7; Block 5, Lots 1 through 9; Block 6, Lots 1 through 7; Block 7, Lots 1 through 13; Block 8, Lots 1 through 3; Highlands, North Sixth Addition, Lincoln, Lancaster County, Nebraska (the "Real Estate")

These Restrictive Covenants are established upon the Real Estate.

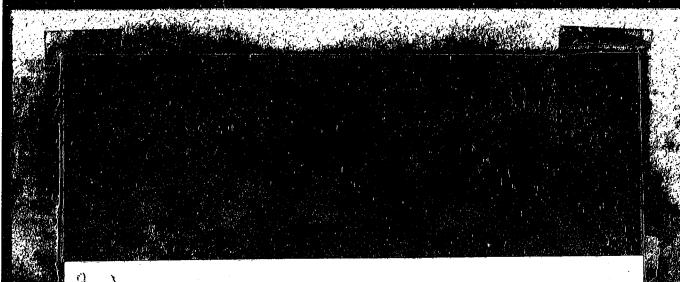
- 1. <u>USE</u>: No lot located on the Real Estate shall be used other than for residential purposes.
- 2. <u>COMPLETION OF CONSTRUCTION</u>: Any building placed or constructed upon any lot located on the Real Bstate shall be completed within six (6) months from and after the commencement of construction.
- APPROVAL OF PLANS MINIMUM REQUIREMENTS: The Owners 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 located on the Real Estate, in conformity with the general plan for the development of the Real Estate. Plans for any residence or other improvement to be placed or constructed upon any lot located on the Real Estate shall be submitted to the Owners and shall show the design, size, exterior material and exterior colors for the residence or other improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Owners. Construction of the residence or other improvement shall not be commenced unless written approval of the plans has been secured from one of the Owners and shown of record. Written approval or disapproval of the plans shall be given by one of the Owners 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 Owners shall have the exclusive right to disapprove the plans, if in the Owners' opinion the plans do not conform to the general standard of development within the Real Estate. Without in any way limiting the right of the Owners to approve or disapprove plans, each residence constructed on any lot located on the Real Estate shall have a two-stall garage attached to the residence and each residence shall have at least the following minimum number of square feet (exclusive of basements, patios, terraces, garages and driveways), to wit:

Type of Residence

Minimum Square Footage Requirement

Ranch, split-foyer, or multi-level 11/2-Story or 2-Story

1,000 s.f. 1,200 s.f.



- 4. <u>CITY REQUIREMENTS</u>: 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. <u>TEMPORARY STRUCTURES</u>: 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. <u>NUISANCE</u>: 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. <u>SIGNS</u>: 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. <u>WIRING AND ANTENNAS</u>: 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. <u>RECREATIONAL VEHICLES</u>: 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. <u>SIDEWALKS</u>: Any titleholder of a lot on which is located a public sidewalk shall maintain the sidewalk.
- 12. <u>LANDSCAPE SCREENS</u>: Any titleholder of a lot on which is installed a landscape screen, as required by the City of Lincoln, Nebraska, whether composed of structural or plant life material, shall maintain the screen.
- 13. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owners and all persons claiming under the Owners; these Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the lots, at any time.
- 14. <u>ENFORCEMENT</u>: 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. <u>SEVERABILITY</u>: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

	Dated this day	of John	, 1994,
		V	HIGHLANDS DEVELOPMENT CORPORATION, a Nebraska corporation, Owner
			AH PRUMOJE IN VIENNIAM MANERAMINENTH MILLIAMS
			By Thomas G. Schleich, Vice President
			RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, Owner
			Br. & White
			Thomas E. White, President Development Division
			Dovide Principal
			By January
		· ·	John C. Brager, President
			Construction Division
	STATE OF NEBRASKA		RAL MOTARY-State of Nebraska LINDA L. BROWN
	LANCASTER COUNTY	) ss.	My Comm. Exp. March 1, 1996
	Nebraska corporation, on be	half of the corporati	Z of Highlands Development Corporation, a on.
	STATE OF NEBRASKA  LANCASTER COUNTY	) ss.	
	The foregoing instru	and John C. Brager,	dged before me this 2/2t day of 24, Presidents of Ridge Development Company, a ton.
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