

8120

ARTICLE I.

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties which is intended to be used for a single-family residential structure.

Section 4. "Declarant" shall mean and refer to The Highlands Development Corp., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Severability of Covenants. These Covenants are severable and the invalidation of one shall not invalidate any other covenant, term or condition herein contained.

Section 2. Owner's Legal Remedies. If there shall be a violation of threatened or attempted violation of any covenant, it shall be lawful for any person or persons owning real properties situated within The Highland North to prosecute under proceedings at law or in equity against all persons violating or attempting to violate these covenants to secure an injunction against or recover damages from such persons or person violating these Covenants. Nothing herein, however, shall require the Declarant to undertake to enforce these Covenants.

8120

Section 3. Restrictions. Every owner shall have full rights of ownership and enjoyment to his individual lot, subject to the following restrictions:

(a) No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.

(b) No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of six (6) inches above ground level. All lots shall be kept free of all types of trash and debris.

(c) No trailer, basement, tent, shack, garage, barn, or other building erected on said real estate 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 until all exterior construction is fully completed according to approved plans.

(d) No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence for permanent or temporary use except that this paragraph shall not be construed so as to prohibit new factory-built modular housing having a minimum of twelve-inch eaves, an exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation.

(e) No cattle, horses, sheep or poultry, hogs or any other livestock shall be kept or maintained on any lot in The Highland North. This paragraph shall not be construed, however, as a prohibition with the keeping of ordinary domestic pets.

8120

(f) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining lots.

(g) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any lots.

(h) All owners shall have the affirmative duty to maintain in a good and orderly fashion any grass and landscape planting on their property installed pursuant to the landscape plan prepared by the Developer as a part of the Community Unit Plan for Highland North.

(i) Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed by the then owner of each of said lots. Said sidewalk shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located four (4) feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot.

(j) As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedge, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.

(k) Said lots shall be used only for residential purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, education or charitable uses.

(l) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than dwellings not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses. No external television

8/20
or other antenna shall protrude above the highest point of the roof of the dwelling situated on the lot on which such antenna is located.

(m) Each dwelling shall contain at least one attached, detached or basement single car garage and driveway constructed of concrete, brick or asphaltic material which is a minimum of ten feet wide with sufficient area to provide off-street parking for at least two automobiles.

(n) Prefabricated structures and structures moved from other locations shall not be permitted except that new factory-built modular housing having a minimum of twelve-inch eaves, an exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation may be utilized provided that the plans and specifications therefor have been approved by the undersigned developer.

(o) No lot as originally platted shall be used as a building plot if it has been reduced below seventy (70) percent of its original platted size; provided, however, that parts of two or more platted lots may be combined into one building plat if the plot is at least equal in size as the largest of said lots as originally platted.

(p) Prior to construction, plans and specifications, including a site plan and building elevations, shall be submitted, in duplicate, to the Declarant for approval. Such approval shall be within the sole discretion of the Declarant and shall relate to the quality of the materials used; the harmony of the design and the site plan with the development and environment; and the location of the buildings with respect to the topography of the lot.

(q) No signs whatsoever, including but without limitation to commercial signs, political signs and similar signs visible from streets and neighboring property or roads shall be erected or maintained upon any lot except: Such signs as shall be required by legal proceedings; residential identification signs of a combined total face area of three (3) square feet or less for each residence; during the time of construction of any residence or other improvements, job identification signs having a maximum face area

8120
nine (9) square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen; and not more than one "For Sale" or "For Rent" sign having a maximum face area of nine (9) square feet.

(r) In addition to the easements shown on the final plat, a perpetual license and easement is hereby reserved in favor of and granted to the Lincoln Telephone and Telegraph Company, Lincoln Public Electric System, their successors and assigns, Central Telephone and Utilities Corporation, their successors and assigns, Sanitary and Improvement District No. 7 of Lancaster County, Nebraska, its successors and assigns, and the City of Lincoln, Lancaster County, Nebraska, to erect, operate, maintain, repair and renew utility lines, poles and other instrumentalities for the delivery of utilities throughout the additional over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in The Highland North; said license and easement being granted for the use and benefit of all present and future owners of lots in said addition. Within the easement areas, no structures or plantings other than grass or other suitable ground cover shall be maintained.

ARTICLE III.

MINIMUM DWELLING SIZES

Section 1. The minimum square foot finished living space area on the main floor of all houses, excepting two-story houses, exclusive of garages, porches, breezeways and finished basements shall not be less than the following:

a) On the following described lots: Lots 20 thru 30, Block 4; Lots 1 thru 27, Block 5; Lots 1 thru 10, Block 6; Lots 1 thru 12, Block 7; Lots 1 thru 19 and Lots 28 thru 41, Block 8; Lots 1 thru 17, Block 9; Lots 1 thru 22, Block 10; Lots 1 thru 17 and Lots 23 thru 37, Block 11; Lots 1 thru 35, Block 12; a minimum of One Thousand (1,000) square feet.

b) For the purposes of this Section 1, the term "main floor" shall be computed as including all area enclosed by the

8120
dwelling foundation, excepting garages and levels below grade for split-level and tri-level dwellings.

Section 2. All two story dwellings shall have a ground floor space exclusive of basement, garages, porches, and breezeways of not less than Seven Hundred (700) square feet.

ARTICLE IV.

EXTERIOR FINISHES

Section 1. Except for those areas completed in stone, brick or other decorative masonry finishes (such as adobe) all exterior elevations of the dwellings shall be stained or painted in colors commonly known as "earthtones".

Section 2. Exposed concrete block or poured foundations shall be finished with stone, brick, adobe or a suitable substitute or shall be painted in colors commonly known as "earthtones".

Section 3. Roof colors shall be limited to those colors commonly known as "woodtones".

ARTICLE V.

GENERAL PROVISIONS

Section 1. Amendments. This Declaration may be amended until the year 2002 by an instrument signed by not less than eighty (80%) percent of the lot owners, and thereafter by an instrument signed by not less than sixty (60%) percent of the lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 4 day of April, 1977.



Adon H. Miles
Secretary

THE HIGHLANDS DEVELOPMENT CORP.,
Declarant,

By [Signature] President