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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, "Goodwin Development Corporation," a corporation, hereinafter referred to as the Owner, is the owner of Bishop Square, real estate described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, the Properties have been subdivided into lots for residential building sites as shown on the final plat of Bishop Square; and

WHEREAS, the Owner desires to create upon the Properties a residential community; and

WHEREAS, the Owner desires to establish a uniform plan for the development of such residential community; and

WHEREAS, the Owner desires to create within the Commons, parks, roadways, playgrounds, recreational areas and facilities, scenic areas and such buildings, structures, improvements, and personalty as may be incident thereto; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska a nonprofit corporation under the name and style of Bishop Square, Inc. for the purpose of enforcing the covenants and restrictions created and established against and upon the Properties and for the purpose of administering and maintaining the Commons, hereinafter referred to as the Corporation.

NOW, THEREFORE, the Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Properties and Commons.

I. No lot nor any building hereafter placed or constructed on any lot within the Properties shall be used other than for residential purposes.

II. The Owner reserves to itself, its successors and assigns, the exclusive right to establish grades and slopes upon all lots with the Properties 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 Bishop Square. Plans for any building to be placed or constructed upon any lot within the Properties, other than by the Owner, shall be submitted to the Owner and shall show the size, exterior material, design and plot plan for the building. One set of such plans shall be left on permanent file with the Owner. The construction of a building, other than by the Owner, shall not be commenced unless and until written approval of the plans for the building has first been secured from the Owner and shown upon the abstract of title to the lot. Written approval or disapproval of such plans shall be given by the Owner within 30 days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Owner reserves to itself, its successors and assigns, the exclusive right to approve

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or disapprove any such plans, if in his opinion either the size, material or plot plan do not conform to the general design, standard of construction and value of development in Bishop Square.

III. All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

IV. No partially completed dwelling or temporary building and no trailer tent, shack or garage on any lot within the Properties shall be used as either a temporary or permanent residence.

V. Plans for any addition or exterior alteration to be constructed or performed on any lot or building within the Properties shall be submitted to the Corporation and shall show the size, materials, design and location thereof. One set of such plans shall be left on permanent file with the Corporation. The construction or performance of such addition or exterior alteration shall not be commenced unless and until the written approval of such plans by the Board of Directors of the Corporation has first been secured and shown upon the abstract of title to the lot. Written approval or disapproval of such plans shall be given by the Board of Directors of the Corporation within thirty days from and after the receipt thereof. The exclusive right to approve or disapprove any such plans is reserved to the Board of Directors of the Corporation, based upon the opinion of the Board of Directors of the Corporation as to the conformity of such plans to the general design, standard of construction, and value of development in Bishop Square.

VI. No noxious or offensive activity shall be carried on or permitted upon any lot within the Properties, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining lots.

VII. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot within the Properties, provided however, that the Owner may place signs advertising lots within the Properties for sale, and provided further, that a sign advertising a single lot for sale may be placed upon such lot by the owner thereof.

VIII. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Properties except household pets, provided however, that such household pets shall not be raised, bred or kept for any commercial purpose.

IX. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot or living unit within Bishop Square, shall be a member of the Corporation, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

X. The Corporation shall have two classes of membership:

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Class "A" membership shall include all members of the Corporation except the Owner. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held, provided, however, that no more than one vote shall be cast with respect to any such lot or living unit.

Class "B" membership shall include only the Owner, its successors and assigns, who shall be entitled to two votes for each lot or living unit in which the interest requisite for membership is held, provided however, that the Class "B" membership of the Owner, its successors and assigns, shall be converted to Class "A" membership at, for and during such time or times as the total number of votes entitled to be cast by Class "A" members equals the total number of votes entitled to be cast by the Class "B" members.

XI. Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such member.

XII. The rights and easements of the members of the Corporation in and upon the Commons shall be subject to the following:

(a) Easements shown upon the recorded plat of Bishop Square, Lincoln, Lancaster County, Nebraska.

(b) The right of the Corporation, as provided in its Articles of Incorporation and By-laws to suspend the enjoyment right of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of the published rules and regulations governing the use of the Commons.

(c) The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the members, provided however, that any such dedication or transfer shall be approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by proxy at a regular meeting of the members or at a special meeting of the members, provided notice of the proposed dedication or transfer be contained in the notice of such special meeting.

XIII. The Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration and maintenance of the Commons. Such annual and special assessments shall be a lien upon the lot against which such assessments are made and shall also be the personal obligation of the member who is, or was, the record owner of the lot assessed at the time of such assessment.

XIV. The lien of such annual and special assessments shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

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XV. Annual assessments shall be made by the Board of Directors of the Corporation for maintenance of the Commons and for the payment of taxes and special assessments levied against the Commons by the City of Lincoln, Nebraska, subsequent to the execution and recordation of these Protective Covenants. Assessments for capital improvements of the Commons may be made by the Board of Directors, provided, however, that such assessments for capital improvements shall have been approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, provided notice of such special assessment be contained in the notice of such special meeting.

XVI. In the event that any member shall fail to maintain or repair the lot or the exterior of the building owned by such member, in a manner satisfactory to the Board of Directors of the Corporation, the Board of Directors of the Corporation may authorize and direct the maintenance or repair of such lot or building exterior by agents or employees of the Corporation, which agents or employees shall have the right to enter upon such lot for the purpose of such maintenance or repair, and the cost thereof shall be added to the annual assessment against such lot. The interior of units shall be maintained by the respective purchasers.

XVII. Any wall placed or constructed on any common lot line between two adjoining lots within the Properties shall be a party wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements shall be born equally between members who are record owners of such adjoining lots. The provisions of this Paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

XVIII. The Owner may, at any time, add additional real estate to the Properties or the Commons, without the consent or approval of the members of the Corporation. Such addition shall be made by the execution and recordation by the Owner of Supplemental Protective Covenants against and upon such additional real estate, which Supplemental Protective Covenants shall make such additional real estate subject to the covenants and restrictions of these Protective Covenants.

XIX. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Owner, the Corporation, all members of the Corporation, and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five years from and after the date of recordation of these covenants and restrictions and shall be automatically extended for successive periods of ten years thereafter, unless an instrument executed by the owners of two-thirds of the lots within Bishop Square shall have been recorded, agreeing to a termination or modification thereof.

XX. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

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XXI. The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.



WITNESSED this 5 day of April, 1974.

GOODWIN DEVELOPMENT CORPORATION

By [Signature]
President

BISHOP SQUARE, INC.

By [Signature]
President

STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 5 day of April, 1974, before me, a Notary Public in and for said County, personally appeared G. A. Goodwin, to me known to be the identical person who executed the foregoing instrument and he acknowledged that he had read the same, understood its contents and purposes, and that he executed the same as his voluntary act and deed and the voluntary act and deed of Goodwin Development Corporation and Bishop Square, Inc.

Witness my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

Approved: [Signature]
City Attorney

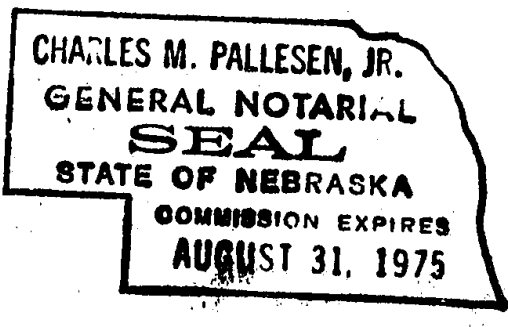


EXHIBIT "A"

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, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48; and 50, Bishop Square, a part of Lot 14, Irregular Tracts, in the Southeast Quarter (SE1/4) of Section One Township 9 North, Range 6 East, P.M., Lincoln, Lancaster County, Nebraska, hereinafter referred to as the Properties; and Lot 49 and Outlots A and B, Bishop Square, a part of Lot 14, Irregular Tracts, in the Southeast Quarter (SE 1/4) of Section One, Township 9 North, Range 6 East, P.M., Lincoln, Lancaster County, Nebraska, hereinafter referred to as the Commons.

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LANCASTER COUNTY NEBR. ✓
Kenneth L. Ferguson
REGISTER OF DEEDS
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FILED FOR RECORD AS:

INST. NO. 74- 5536

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