

6093

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Austin Realty Co., hereinafter referred to as the Company, is the owner of the following-described real property:

Lots One (1) through Seventy-six (76), Block One (1); Lots One (1) through Twenty-seven (27), Block Two (2); Lots One (1) through Five (5), Block Three (3), Bristolwood, Lincoln, Lancaster County, Nebraska,

and does hereby create, establish and adopt the following covenants and restrictions against and upon said real property.

I.

No lot shall be used other than for residential purposes.

II.

Any building constructed upon any lot shall be completed within six (6) months from and after the commencement of construction.

III.

The Company reserves to itself, its successors and assigns, the exclusive rights to establish grades and slopes upon 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 said addition. Plans for any building to be placed or constructed upon any lot shall be submitted to the Company and shall show the size, exterior material, design and plot plan for the building and shall indicate the location of all buildings upon the lots. One set of such plans, signed by the owner of the lots, shall be left on permanent file with the Company. The construction of the building shall not be commenced unless and until written approval of the plans for the building has first been secured from the Company and shown of record. Written approval or disapproval of such plans shall be given by the Company within thirty (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

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such disapproval shall be given to the owner of the lot. The Company reserves to itself, its successors and assigns the exclusive right to approve or disapprove any such plans, if in its opinion either the size, material or plot plan do not conform to the general standard and value of development in said addition.

IV.

All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and public sidewalks shall be installed as required by the City of Lincoln, Nebraska.

V.

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.

VI.

No noxious or offensive activity shall be carried on or permitted upon any lot, 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 provided that the Company may place signs advertising lots for sale upon any lot owned by the Company 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 except household pets, provided that such household pets shall not be raised, bred or kept for any commercial purpose.

IX.

The Company reserves to itself, its successors and assigns, easements over and upon each lot as shown on the recorded plat of said addition.

X.

These covenants and restrictions shall run with the

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land and shall be binding upon and enforceable by the Company, all persons claiming under the Company, and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds of the lots within said addition, agreeing to a termination or modification thereof.

XI.

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 damage.

XII.

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.



IN WITNESS WHEREOF, we have hereunto set our hands

~~THIS~~ day of April, 1981.

By: Gerald L. Schleich
President

Mary Lancaster
Secretary

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 2nd day of April, 1981, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Gerald L. Schleich, President, and Mary Lancaster, Secretary of Austin Realty Co., to me personally known to be the said President and Secretary and the identical persons whose names are affixed to the above instrument and acknowledged the same to be their voluntary acts and deeds as such officers and the voluntary act and deed of said Corporation.

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

Barbara J. Fisher
Notary Public

Barbara J. Fisher
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
October 21, 1984

INDEXED
MICRO-FILED
GENERAL

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Misc.

LANCASTER COUNTY N.C.
Kenneth L. Ferguson
REGISTER OF DEEDS

1961 APR -7 AM 8:59

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 81- 6093

\$14.00
RECORDED
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APR 10 1961
STATE

Austin Realty
3910 South ST (06)