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PROTECTIVE COVENANTS

Gary Christensen and Carolyn Christensen, Husband and Wife, are the titleholders of the following-described real estate:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 14 and 15 , Block 1, G&C Addition, Lincoln, Lancaster County, Nebraska (**the "PROPERTIES"**), Outlot A, Lincoln, Lancaster County, Nebraska, being a detention cell for runoff water (**the "COMMONS"**).

Delisi Brothers, Inc., a Nebraska Corporation, is the titleholder of the following-described real estate:

Lot 13, Block 1, G&C Addition, Lincoln, Lancaster County, Nebraska

These Protective Covenants are established upon the real estate described above, and shall be as follows:

1. **Definitions.** For purposes of these Protective Covenants, except as otherwise defined or the context requires otherwise, the following terms shall have the meaning set forth below:

- a. **"Properties"** shall refer to Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15, Block 1, G&C Addition, Lincoln, Lancaster County, Nebraska.
- b. **"Corporation"** means G&C Owners Association, a Nebraska nonprofit corporation which has been established for the purposes of enforcing these Protective Covenants established upon the Properties, and administering, maintaining, and, to the extent applicable, owning the Commons.
- c. **"Commons"** shall mean Outlot A (the detention cell) in G&C Addition, Lincoln, Lancaster County, Nebraska, together with any other real estate, as defined in NEB. REV. STAT. § 76-201 (Reissue 1996), or facility owned by the Corporation or designated to be maintained by the

Corporation primarily or exclusively for the benefit of the Properties.

- d. **"Other Expenses"** shall mean (a) any assessment against the Properties, and (b) any obligation of the owners of the Properties pursuant to any easement granted in the Final Plat of G&C Addition, Lincoln, Lancaster County, Nebraska.

2. **Construction.** Any building or other improvement to be placed or constructed upon any Lot within the Properties shall be commenced promptly after the purchase of the Lot and completed within one (1) year after the closing of such purchase. During construction on a Lot within the Properties, the titleholder of such Lot shall protect the Commons from damage arising out of its construction activities.

3. **Grading.** The Corporation shall have the exclusive right to establish grades and slopes for all Lots within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Properties.

4. **Approval of Plans.** Plans for any building or other temporary or permanent exterior improvement, including advertising devices, fences, exterior remodeling, reconstruction or additions shall be submitted to the Corporation and shall show the design, size and exterior material for the building or improvement and the plot plan and landscape plan for the Lot. All buildings must have at least 50% of the front faced with a masonry product such as brick, stone, tilt-up concrete or other material approved by the Corporation. One set of the approved plans ("**PLANS**") shall be left on permanent file with the Corporation. Construction of the building or improvement shall not be commenced unless written approval of the Plans has been secured from the Corporation. Written approval or disapproval of the Plans shall be given by the Corporation within 30 days after the receipt thereof, and approval shall not be unreasonably withheld. The Corporation shall have the exclusive right to disapprove the Plans, if in the Corporation's opinion, the Plans do not conform to the general standard of development in the Properties considering the harmony of the design and location in relation to surrounding improvements. Upon disapproval, a written statement of the grounds for disapproval shall be provided.

5. **City Requirements.** All buildings and improvements within the Properties shall be constructed in conformity with the applicable building codes of the City of Lincoln, Nebraska, and the use permit. Public sidewalks shall be installed by the titleholder of each Lot as required by the City of Lincoln, Nebraska, or the final plat of G&C Addition.

6. **Landscaping.** The titleholder of each Lot shall plant street trees in accordance with the requirements of the City of Lincoln, Nebraska, and shall maintain the street trees and replace them, if necessary.

On all Lots with the Properties, a landscape plan shall be submitted to the Corporation as a requirement of paragraph 4. The plan must meet or exceed the landscape requirements of the City of Lincoln. The landscaping requirements shall be extensive and shall be commensurate with the area of the Lot and the size of any building to be constructed. No landscaping will be installed or preparatory work undertaken until the Corporation has approved the landscaping plan, including all appropriate phasing.

Within six months after the completion of construction on any Lot within the Properties, the titleholder of each Lot shall install any landscaping required under the terms of these Protective Covenants, use permit or the Plans for the Lot. Each titleholder of a Lot shall be responsible for maintaining and replacing any landscape screen adjacent to or abutting its Lot, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, or by the Plan attached hereto. The Corporation shall have the right to install, maintain and replace such landscape screens and assess the actual cost of the installation, maintenance or replacement, plus a 10% administrative fee, to the Lot of any titleholder which fails to comply with this Covenant. Said assessment shall be a lien upon the Lot assessed, and shall bear interest at sixteen percent (16%) per annum until paid.

7. **Temporary Structures.** No partially completed temporary building and no trailer, tent, shack, or garage on any Lot within the Properties shall be used as either a temporary or permanent business, other than as a temporary construction office or temporary construction equipment storage.

8. **Vehicles.** No unlicensed or non-operating vehicle shall be stored on any Lot, nor shall any vehicle be parked or stored on any Lot for more than five consecutive days (120 hours).

9. **Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any Lot within the Properties, nor anything which is or may become an annoyance or nuisance to neighbors or which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining Lots.

10. **Erosion Control.** During construction on any Lot in the Properties, the titleholder shall control soil erosion. Upon failure to do so, the Corporation may enter upon the Lot and contract for the services reasonably necessary to control erosion and to bring the Lot into compliance with this paragraph and assess

the actual costs plus a 10% administrative charge against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest at the rate established by the Corporation for unpaid assessments.

11. **Antennas.** No wiring for electrical power, telephone, television, radio or any other use shall be permitted above ground, except within a building, unless approved by the Corporation. No antenna or satellite dish shall be allowed except on the roof, or if on the ground, properly screened and not to exceed ten feet (10') in height from the ground, unless otherwise approved by the Corporation.

12. **Common Utility Lines.** When any utility line shall be constructed on two or more adjoining Lots within the Properties, each member who is the titleholder of one of the adjoining Lots shall have an easement for maintenance, repair and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders 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 damage to the utility line.

13. **Signs.** All advertising signs, billboards, or any other advertising devices on any Lot within the Properties shall be subject to the prior written approval of the Corporation pursuant to paragraph 4, above, and shall at all times be in compliance with City laws, regulations and codes.

14. **Owners Association.** Every person or entity who becomes a titleholder of a fee or undivided fee interest in any Lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each member of the Corporation shall be entitled to all the rights of membership and to one vote for each Lot in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any Lot.

15. **Conveyance of Commons.** Owner shall convey the Commons to the Corporation, free from encumbrance.

16. **Use of Commons.** Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

17. **Rights in Commons.** The rights and easements of the members of the Corporation shall be subject to:

- a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. Any mortgage of the Commons 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, if notice of the proposed mortgage is contained in the notice of the special meeting.
- b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Corporation to suspend the enjoyment of the Commons by any member for any period during which an assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations governing the use of the Commons.
- d. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance 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, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.
- e. The right of the Corporation to promulgate rules and regulations relating to the use of the Commons by members of the Corporation, which may be amended from time to time as situations arise which affect the use and enjoyment of the Commons by all members of the Corporation.

18. **Maintenance of Commons.** The Corporation covenants and each member of the Corporation, by the acceptance of a Deed by which the interest requisite for membership 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, maintenance or improvement of the Commons. Annual and special assessments shall be based upon the square footage of each Lot, with each titleholder paying its prorata share thereof. Each titleholder's proportionate share of such expenses shall be determined by the product of the mathematical equation by multiplying the total expenses by a fraction, (a) the denominator being the total number of square feet in all of the Lots in the Properties (435,219.37 square feet), and

(b) the numerator being the total number of square feet of the Lot or Lots of each titleholder thereof. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the Lot assessed at the time of the assessment, shall bear interest at the rate of sixteen percent (16%) per annum until paid, and when shown of record shall be a lien upon the Lot assessed.

19. **Underground Sprinklers.** Each member of the Corporation covenants to install an underground water sprinkling system in the front yard of its Lot, and maintain and operate the system according to requirements established by the Corporation. The Corporation shall have the right to install, maintain or operate a sprinkling system and assess the actual cost of the installation, maintenance or operation, plus a 10% administrative fee, to the Lot of any titleholder which fails to comply with this Covenant, which assessment shall be a lien upon the Lot assessed, and shall bear interest at sixteen percent (16%) per annum until paid.

20. **Easement.** The Corporation and its employees, contractors and agents shall have an easement over, under and upon all the real estate and the right of entry at reasonable times, to perform its improvements, landscaping, sprinkler systems and perform any other responsibilities under the covenants.

21. **Lien of Assessments.** The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

22. **Assessments.** The members, by the acceptance of a deed to one of the Lots within the Properties, shall be deemed to covenant and agree to pay the Corporation the assessments, together with late fees, interest, reasonable attorneys fees, and other costs of collection, which shall be a lien upon such Lot until paid. Each assessment and other charges shall also be the personal obligation of the titleholder of the Lot at the time any assessment is due.

- a. **Assessment Purpose.** Assessments shall be levied by the Corporation solely to enable the Corporation to perform its obligations to its members. The specific purposes for which such assessments may be levied shall include, but not be limited to: the administration, maintenance, repair, replacement and insuring of the Commons; and where applicable, the sprinkler systems, landscaping and grounds on the Lots of its members; all taxes, fees, permits, and other assessments by governmental or public entities which may be incurred by the Corporation; to provide adequate insurance; and to provide such reserves as may be deemed necessary in order to accomplish all of the objects and purposes of the Corporation.

- b. **Annual Assessments.** The annual assessment shall be established by the directors of the Corporation and shall be payable annually as established by the Corporation. On or about the first day of November in each year, the Corporation shall establish the annual assessment rate for the following calendar year, based upon an estimate for the coming year's expenses for administration, maintenance and improvements of the Commons. The rate established by the Corporation shall apply to annual assessments beginning as of January 1. Annual assessments shall be payable on or before the 10th day of January. Written notice of the annual assessment shall be sent to every member on or before December 1 of each year. At the end of each year, a statement of the total year's operating costs shall be provided to the members of the Corporation, and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement.
- c. **Special Assessments.** In addition to the annual assessment, the Corporation may levy special assessments for unexpected maintenance, repairs or replacements, or other unanticipated expenses of the Corporation reasonably necessary to permit the Corporation to fully perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least thirty (30) days after the date of the notice. A special assessment may be made for improvements to South Coddington Avenue, including the widening thereof, storm and sanitary sewer, street lights, trees, sidewalks and other such improvements.
- d. **Improvement Assessment.** In addition to the annual and special assessments, the Corporation may levy an improvement assessment for any capital improvements. Any such improvement assessment shall require the affirmative vote of two-thirds of the members entitled to vote. Payment of the improvement assessment shall be made on terms established by the Corporation, which terms shall be included in the written notice to the members advising them of the improvement assessment.
- e. **Lot Assessment.** The Corporation may levy a special Lot assessment ("**LOT ASSESSMENT**") for the actual cost (plus 10% as an administration fee) for any exterior maintenance it performs on any improvement on a Lot or for sprinkler system repair or installation, landscape screen maintenance, repair or installation, expenses for maintenance or operating, or for insurance it maintains on an individual Lot.

- f. **Equity of Assessment.** All assessments, except Lot Assessments referred to in subparagraph e., above, shall be apportioned on the basis of square footage of each Lot computed in the manner set forth in paragraph 18, above.
- g. **Late Fees and Interest.** Any assessments which are not paid within ten (10) days of the date they are due shall be delinquent and subject to a late fee; and if not paid within thirty (30) days, shall bear interest from the date originally due. The amount of the late fee and interest rate shall be determined annually by the Corporation; provided, the late fee shall not exceed ten percent (10%) of the payment, and the interest rate shall not exceed sixteen percent (16%) per year.
- h. **Lien Priority.** The lien of any assessments shall be subordinate to the lien of any mortgage or mortgages executed and delivered before notice of an assessment lien is filed for record by the Corporation.
- i. **Additional Charges.** In addition to any amount due or any other relief or remedy obtained against a member who is delinquent in the payment of any assessment, each member agrees to pay such additional costs, fees, charges and expenditures ("**ADDITIONAL CHARGES**") as the Corporation may incur or levy in the process of collecting from that member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent assessments. Additional Charges shall include, but not be limited to, the following:
- (i) **Attorneys Fees.** To the fullest extent allowed by law, reasonable attorneys fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;
 - (ii) **Costs of Suit.** Cost of suit and court costs incurred as allowed by the court;
 - (iii) **Filing Fees.** Cost of filing notice of lien in the Office of the Register of Deeds.
 - (iv) **Other.** Any other cost that the Corporation may incur in the process of collecting delinquent assessments.

23. **Budgets.** Each year the Board shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of the total cash reserves of the Corporation currently available for replacement or major repair of

the Commons and for contingencies; and (3) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additional to major components of the Commons. The total amount shall be charged against the Properties according to the allocation of Assessment Units. The Board shall annually prepare and approve the budget and distribute a copy to each member, together with written notice of the amount of the assessment to be levied against the member's Lot, not less than ten (10) days prior to the beginning of the fiscal year. If the Board fails to determine the budget for any year, then until such time as a budget is approved, the budget in effect for the immediately preceding year shall continue for the current year.

24. **Additions.** The owner may add additional contiguous or adjacent real estate to the real estate, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Protective Covenants upon the additional real estate, making the addition subject to these Protective Covenants.

25. **Amendments.** These Protective Covenants shall run with the land and shall be binding upon and enforceable by the owner and all persons claiming under the owner. These Protective Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the Lots within the real estate, at any time. However, the provisions of these Protective Covenants governing membership in the Corporation and the maintenance of the Commons and landscaping on individual lots as provided under paragraph 6 shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

26. **Enforcement.** The enforcement of these Protective Covenants may be brought by the Developer, a member of the Corporation, or the Corporation, 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 damages and, by the Corporation, may be to enforce any lien or obligation created hereby. The City shall have the right to enforce all covenants within the Properties. In the event the Corporation dissolves, the lot owners shall remain jointly and severally liable for the costs and maintenance of the Commons and landscaping.

27. **Severability.** The invalidation of any one of these Protective Covenants shall not affect the validity of the remaining provisions hereof.

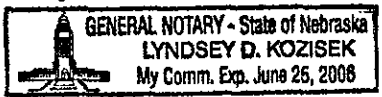
DATED: May 20th 2004

Gary Christensen
Gary Christensen, Owner
Carolyn J. Christensen
Carolyn J. Christensen, Owner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by Gary Christensen and Carolyn J. Christensen, Husband and Wife.

Lyndsey D. Kozisek
Notary Public



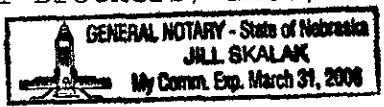
DATED: May 20, 2004.

DELISI BROTHERS, INC., Owner

By Sam A. Delisi
Sam A. Delisi, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by Sam A. Delisi, President of Delisi Brothers, Inc., on behalf of said Corporation.



Jill Skalak
Notary Public

The foregoing Protective Covenants are hereby approved by the City of Lincoln, City Attorney's Office, for the limited purpose of consenting to the transfer of maintenance responsibility from owners to the Corporation.

Rick Peo 5-17-04
Rick Peo, Chief Assistant City Attorney