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1

RESTRICTIVE COVENANTS

Jack A. Herbert, Trustee, Marie A. Herbert, Trustee, Vicki A. Cox and James H. Cox, as joint tenants own the following described real estate:

Lots 1 through 28 inclusive, Block 1, and Outlots A, B, C, D, and E, Crown Point Estates Addition, Lincoln, Lancaster County, Nebraska (Properties).

Crown Pointe Townhomes Association (Corporation) has been or will be incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons.

These Restrictive Covenants are established upon the Properties.

For purposes of these Covenants, Crown Pointe Development Co., Inc., a developer, is designated as "Owner".

1. USE: No lot within the Properties shall be used other than for residential purposes.
2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within six months after the commencement of construction.
3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building, unless approved in writing by the Owner or the Corporation as the successor in interest of Owner.
4. APPROVAL OF PLANS: The Owner 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 shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Owner. Construction of the building or

2

improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner 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 Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, shall be assigned to the Corporation when residences shall have been placed or constructed upon three-fourths of the lots within the Properties.

5. FENCES AND LANDSCAPING: No fences nor landscaping shall be constructed or planted solely for the purpose of marking boundaries. Plans for all fences and landscaping shall be approved in writing by the Owner prior to construction or planting. Plans shall be submitted to the Owner and shall show the design, size and material or type of plant material and the plot plan for the lot. Written approval or disapproval shall be given by the Owner in accordance with the procedure and standard of review set forth in paragraph 4 above.

6. CITY REQUIREMENTS: All buildings within the Properties 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.

7. TEMPORARY STRUCTURES: 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.

8. 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 the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

3

9. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties. However, the Owner may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

10. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose.

11. PARTY WALLS: Any wall constructed on any common lot line between two adjoining lots within the Properties shall be a party wall. Any expense of structural repair, replacement or reconstruction of a party wall, or of the protection of a party wall against the natural elements, shall be borne equally by the members who are the titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to a party wall.

12. ENCROACHMENTS: When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.

13. 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 the 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

4  
may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

14. RECREATIONAL AND OTHER VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. No other vehicle which is inoperable or which is not regularly used by the owner shall be parked or stored upon any driveway, or upon any parking space for more than 14 days per year.

15. WALKWAYS: Each member of the Corporation, who is the titleholder of a lot which is subject to an easement for a public walkway shall maintain the walkway, unless maintenance and snow removal is performed by the Corporation.

16. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit 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.

17. MEMBERSHIP: The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Owner and any successor in interest. 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. However, no more than one vote shall be cast with respect to any lot or living unit.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to nine votes for each lot or living unit in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when 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 member, or on January 1, 2000, whichever first occurs.



5

18. CONVEYANCE OF COMMONS: The Owner shall convey the Commons to the Corporation, free from encumbrance.

19. 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.

20. 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. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of 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 facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- e. 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 each class of 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.

21. 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

6

administration, maintenance or improvement of the Commons. Annual and special assessments shall be uniform as to each lot or living unit within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 12% per annum until paid, and when shown of record shall be a lien upon the lot or living unit assessed.

22. LANDSCAPING IN COMMONS: Individual titleholders who wish to plant and maintain landscaping different from or in addition to that initially provided by the Owner in the commons, shall submit to the Owner (or the Corporation) plans for the landscaping, including a proposed maintenance plan. The plan shall be reviewed and approved or disapproved in accordance with the procedure outlined in paragraph 4 above. As a condition of approval, the titleholder may be required to enter into an agreement providing the obligation for maintenance shall run with the lot owned by the titleholder.

23. USE OF COMMON DRIVEWAYS: Each member of the Corporation, who is the titleholder of a lot or living unit which has access to a street by way of a common driveway, shall have an easement upon such common driveway for ingress and egress from and to the street, which shall be appurtenant to the interest requisite for membership.

24. MAINTENANCE OF COMMON DRIVEWAYS: The Corporation covenants to maintain each common driveway serving three or more lots or living units. Each member of the Corporation shall be deemed to covenant to maintain the common driveways. The covenants by the members may be satisfied by the payment of annual and special assessments for the maintenance of common driveways. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 12% per annum until paid and, when shown of record, shall be a lien upon the lot or living unit assessed.

25. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation shall be deemed to covenant to maintain the screen. The covenants by the members may be

7

satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 12% per annum until paid and, when shown of record, shall be a lien upon the lot assessed.

26. MAINTENANCE OF EXTERIORS: The Corporation may maintain the exterior of any improvements within the Properties, excluding glass surfaces, and shall have the right to enter upon any lot within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.

27. MAINTENANCE OF YARDS AND SIDEWALKS: The Corporation covenants and each member of the Corporation by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the lawn and sidewalk upon each lot within the Properties, which covenants shall be satisfied by the payment of annual or special assessments for the maintenance. The Corporation shall have an easement upon each lot within the Properties for ingress and egress and performance of lawn maintenance and snow removal.

Annual and special assessments for lawn maintenance for snow removal shall be uniform as to each lot within the Properties upon which a residence has been constructed. 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 12% per annum and, when shown of record, shall be a lien upon the lot assessed.

The Board of Directors of the Corporation may establish rules and regulations regarding placement of obstructions to maintenance upon lots within the Properties and may refuse to maintain a lawn or portion which is deemed by the Board to be unreasonably obstructed.

28. INSURANCE: Each member of the Corporation shall be deemed to covenant to maintain fire and extended coverage insurance on improvements in an amount equal to the full insurable value thereof. Any proceeds of insurance shall be applied, to the extent required by the Corporation, to the repair or reconstruction of the improvements. The Corporation may maintain such insurance and add the cost thereof to the next annual assessment.

8

29. 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.

30. ANNUAL AND SPECIAL ASSESSMENTS: No annual or special assessment for the administration, maintenance or improvement of the Commons shall be levied by the Corporation until legal title to the Commons has been conveyed to the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

31. ADDITIONS: The Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants. The owner may subdivide Outlots B, C, D and/or E at anytime to create additional buildable lots within the Properties.

32. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska. So long as there is a Class B membership, no real estate shall be added to the Properties or the Commons, no part of the Commons shall be dedicated or conveyed, the Commons shall not be mortgaged or otherwise encumbered, and these Restrictive Covenants shall not be amended, without the consent of the Federal Housing Administration and/or the Veterans Administration.



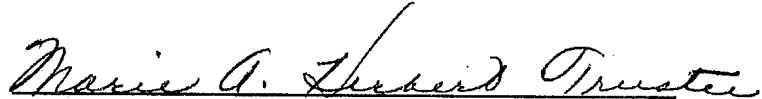
9


33. ENFORCEMENT: 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 damages and, by the Corporation, may be to enforce any lien or obligation created hereby.


34. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated OCTOBER 27, 1993.

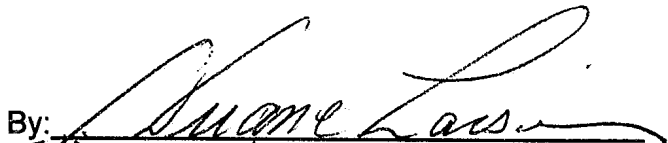
  
Jack A. Herbert, Trustee

  
Marie A. Herbert, Trustee

  
Vicki A. Cox

  
James H. Cox

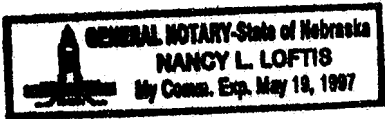
Crown Pointe Development Co., Inc., A corporation

By:   
E. Duane Larson, President



STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1993, by James H. Cox.



Nancy L. Loftis  
Notary Public

APPROVAL OF RESTRICTIVE COVENANTS FOR THE LIMITED PURPOSE OF CONVEYING  
MAINTENANCE OF THE COMMONS TO THE HOME OWNERS' ASSOCIATION

[Signature]  
Chief Assistant, City Attorney

(D:\NANCY\10-26-3A.D)

12

AGREEMENT

This Agreement is entered into between Jack A. Herbert Trustee and Marie A. Herbert Trustee (Herbert), and Crown Pointe Development Co., Inc. (Crown Pointe). The parties agree:

1. PROPERTY: Herbert has agreed to sell and Crown Pointe has agreed to purchase the real property described on Exhibit A. The purchase price shall be \$18,000.00 per acre based on a total area of 5.83 acres.

2. PLAT: A plat which includes the property has been approved by the City of Lincoln. A copy of the plat is attached as Exhibit B.

3. COMMONS: Herbert shall convey Lots 1 through 28, Block 1, Crown Pointe Estates Addition, Lincoln, Lancaster County, Nebraska, to Crown Pointe upon payment of the purchase price; Herbert agrees to execute a deed for Outlot A, Crown Pointe Estates Addition, Lincoln, Lancaster County, Nebraska, conveying Outlot A to Crown Pointe, which deed shall be held in escrow pending the purchase of Outlots B, C, D and E, Crown Pointe Estates Addition, Lincoln, Lancaster County, Nebraska, by Crown Pointe or conveyance to an owners association created pursuant to Restrictive Covenants covering the Property; as a part of the purchase, that portion of Outlot A not included in the property described on Exhibit A shall be included in the total acres used to determine a total per acre purchase price.

Dated Oct. 27, 1993.

Jack Herbert  
Jack Herbert

Marie A. Herbert  
Marie Herbert

Crown Pointe Development, Co., Inc.,

By: Shane Larson  
President



13

STATE OF ~~NEBRASKA~~ )  
                  ARIZONA )  
                  MARICOPA ) ss.  
COUNTY OF ~~LANCASTER~~ )

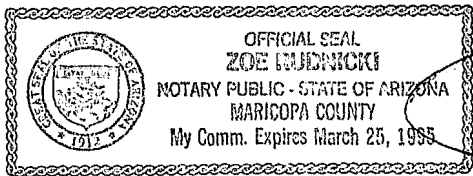
The foregoing instrument was acknowledged before me this 27th day of October, 1993, by Jack and Marie Herbert, husband and wife.



Zoe Rudnicki  
Notary Public

STATE OF ~~NEBRASKA~~ )  
                  ARIZONA )  
                  MARICOPA ) ss.  
COUNTY OF ~~LANCASTER~~ )

The foregoing instrument was acknowledged before me this 27th day of October, 1993, by F. Duane Larson, President of Crown Pointe Development Co., Inc., on behalf of the corporation.



Zoe Rudnicki  
Notary Public

14

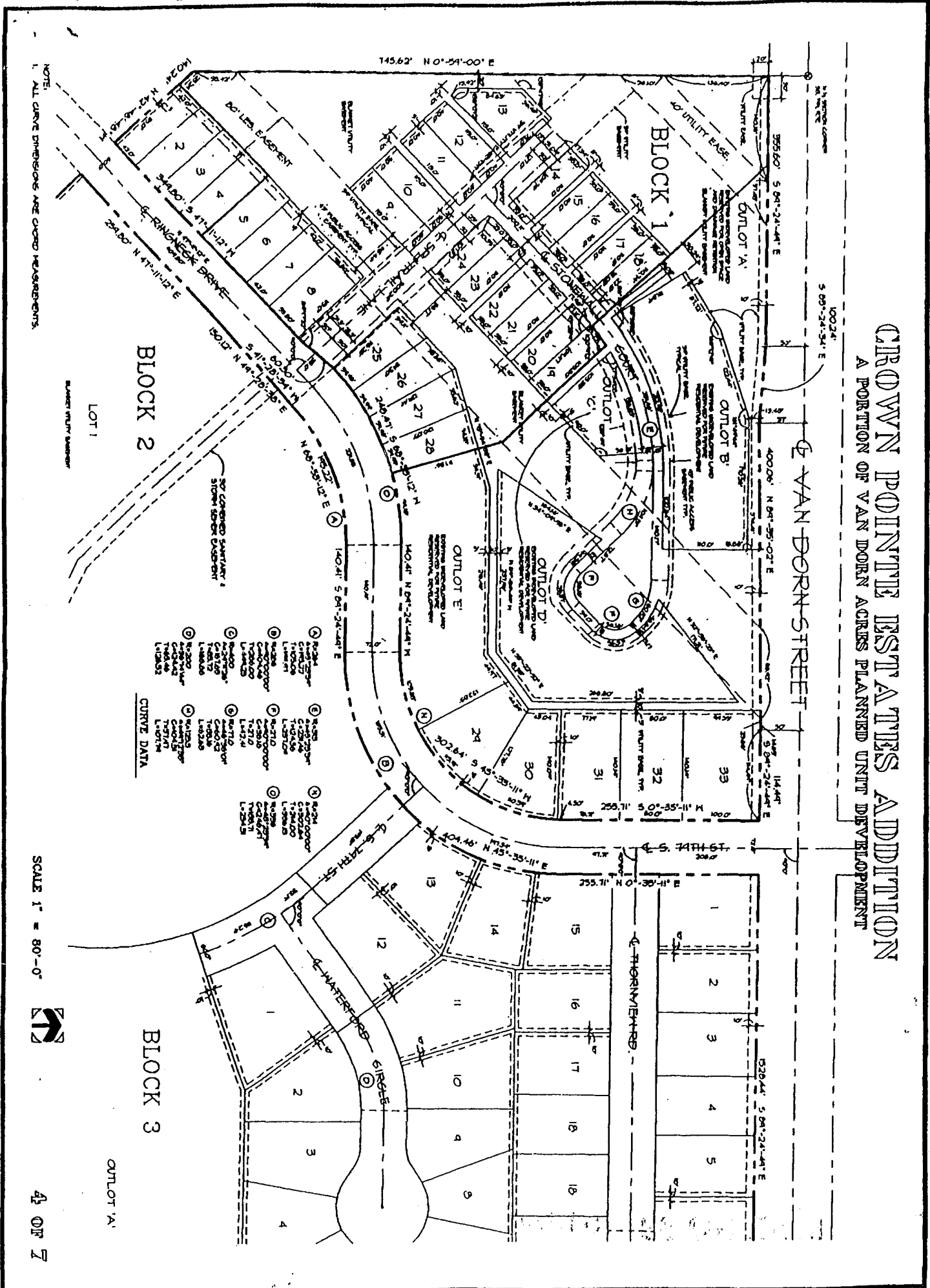
EXHIBIT A

The following legal description is a portion of Block 1, Crown Pointe Estates Addition, in the Northeast Quarter Section of Section 3, T9N, R7E, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Northwest Quarter Corner of said Quarter Section, thence in a Southerly direction along the North South Center line of said Section a distance of 50.0 feet to the Point of Beginning. Thence in an Easterly direction on a bearing of S. 89 24'49" E., a distance of 118.14 feet; thence on a bearing of S. 42 48'48" E., a distance of 307.63 feet to a point of curvature on a 326.0 foot radius curve to the Right, an arc distance of 31.17 feet, subtending a central angle of 5 57'10" and producing a long chord of 31.16 feet, bearing N. 54 21'49" E., thence on a bearing of S. 42 48'48" E., a distance of 183.51 feet; thence on a bearing of N. 15 31'22" W., a distance of 150.36 feet to a point of curvature on a 336.0 foot radius curve to the Left, an arc distance of 160.04 feet, subtending a central angle of 27 17'26" and producing a long chord of 158.53 feet, bearing S. 60 49'55" W.; thence on a bearing of S. 41 28'34" W.; a distance of 60.30 feet; thence on a bearing of S. 47 11'12" W., a distance of 181.80 feet; thence on a bearing of N. 42 48'48"., a distance of 115.0 feet; thence on a bearing of S. 47 11'12" W., a distance of 168.0 feet; thence on a bearing of N. 42 48'48" W., a distance of 25.24 feet; thence on a bearing of N. 0 59'00" E., a distance of 745.62 feet, to the Point of Beginning and containing 5.83 Acres.

EXHIBIT B

CROWN POINT ESTATES ADDITION  
A PORTION OF VAN DORN ACRES PLANNED UNIT DEVELOPMENT



16

11/9/93

RECORDED  
INDEXED  
CRP 025  
11/9/93

LANCASTER COUNTY, NEB  
Doris J. Korte  
REGISTER OF DEEDS

Nov 9 4 24 PM '93

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INST. NO 93 51380

Piercon  
530 S 13th St  
Ste B  
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