

R: 9-9-69  
B: 117  
P: 377

14

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Joseph R. R. Hampton, hereinafter referred to as the Owner, is the owner of the following described real estate, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Greenbriar, an addition to the City of Lincoln, Lancaster County, Nebraska,

hereinafter referred to as the Properties; and

Lot 14, Greenbriar, an addition to the City of Lincoln, Lancaster County, Nebraska,

hereinafter referred to as the Commons; and

WHEREAS; the Properties have been subdivided into lots for residential building sites as shown on the final plat of Greenbriar; 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, playgrounds, recreational areas and facilities, scenic areas, and such building, 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 Greenbriar, 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.

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II.

The Owner reserves to himself, his heirs, devisees and assigns, the exclusive right to establish grades and slopes upon 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 Greenbriar. 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 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 such disapproval shall be given. The Owner reserves to himself, his heirs, devisees and assigns, the exclusive right to approve 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 Greenbriar.

## 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.

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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 (30) 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 Greenbriar.

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

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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 Greenbriar, 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:

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, his heirs, devisees 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, his heirs, devisees 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" member.

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.

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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 Greenbriar, an addition to Lincoln, Lancaster County, Nebraska.

(b) The right of the Corporation, as provided in its Articles of Incorporation and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) 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.

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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 subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

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. Such 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.

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 (25) years from and after the date of recordation of these covenants and restrictions and shall be automatically

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extended for successive periods of ten (10) years thereafter,  
unless an instrument executed by the owners of two-thirds of the  
lots within Greenbriar 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.

XXI.

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

IN WITNESS WHEREOF, we have hereunto set our hands  
this 23 day of September 1969.

Joseph R. Hampton  
Joseph R. Hampton

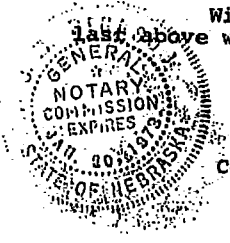
Marjorie J. Hampton  
Marjorie J. Hampton



STATE OF NEBRASKA )  
 ) ss  
COUNTY OF LANCASTER )

On this 2nd day of September, 1969, before me the undersigned Notary Public duly commissioned and qualified for and residing in said county and state, personally appeared Joseph R. Hampton and Marjorie J. Hampton, to me known to be the identical persons who executed the foregoing Protective Covenants and acknowledged the same to be their voluntary act and deed.

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



*[Signature]*  
Notary Public.

Commission expires Jan. 20, 1973

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GENERAL Misc  
COMPARED  
PAGES

LANCASTER COUNTY NEBRASKA  
REGISTERED  
FILED FOR RECORD IN  
BOOK  
1969 SEP -9 AM 8:44  
*Kenneth L. Ferguson*  
REGISTER OF DEEDS

\$ 13.75

*Hampton & Hampton*



\$ 127.50

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INST. NO 2005

2005 OCT 25 A 10:02

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LANCASTER COUNTY, NE

BOOK  
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 Greenbriar/621/62A  
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AMENDED  
PROTECTIVE COVENANTS OF GREENBRIAR ADDITION, GREENBRIAR 1<sup>ST</sup>  
ADDITION AND GREENBRIAR 2<sup>ND</sup> ADDITION  
(2005)

The undersigned representing at least two-thirds (2/3) of the Lot Owners of Lots 1 through 14, Greenbriar Addition, Lots 1 through 18 and Outlot A, Greenbriar 1<sup>st</sup> Addition and Lots 1 through 9, and Outlots A, B, and C, Greenbriar 2<sup>nd</sup> Addition to the City of Lincoln, Lancaster County, Nebraska (hereinafter "Property") hereby amend the Protective Covenants recorded in Book (117) at Page (377) and Amended Protective Covenants recorded in Book 118 at Page 227 of the records of the Register of Deeds of Lancaster County, Nebraska, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting such Property. Each part of said Property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described Property or any part of such Property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of such Property.

*Amendment doesn't apply 118-227*

NOW THEREFORE, said Owners do hereby create, establish and adopt the following covenants and restrictions against and upon the Property and Commons.

I.

"Common Area" or "Commons" shall mean all real property owned by the Corporation for the common use and enjoyment of the Owners.

"Corporation" shall mean and refer to Greenbriar Townhouses, Inc., a Nebraska non-profit corporation.

"Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any lot that is part of the Property. "Owner" and "Member" are synonymous when used herein.

RETURN TO: *mw*  
 J. MICHAEL RIERDEN  
 645 M STREET # 200  
 LINCOLN, NEBRASKA 68508

"Property" shall mean Lots 1-14, Greenbriar 1<sup>st</sup> Addition; Lots 1-18, and Outlet A, Greenbriar 1<sup>st</sup> Addition and Lots 1-9 and Outlots A, B, and C, Greenbriar 2<sup>nd</sup> Addition, Lincoln, Lancaster County, Nebraska.

II.

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

III.

Corporation reserves to itself the exclusive right to establish grades and slopes upon all lots within the Property 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 Property. Plans for any building to be placed or constructed upon any lot within the Property shall be submitted to the Corporation 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 Corporation. The construction of a building shall not be commenced unless and until written approval of the plans for the building has first been secured from the Corporation and shown upon the title to the lot as shown in the records of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the Corporation 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 such disapproval shall be given. The Corporation reserves 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 design, standard of construction and value of development within the Property.

IV.

All buildings within the Property shall be constructed in conformity with the requirements of the applicable codes

of the City of Lincoln, Nebraska, and also in accordance with the Architectural Controls of Greenbriar Townhouses, Inc.

V.

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

VI.

Plans for any addition or exterior alteration to be constructed or performed on any lot or building within the Property 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 title to the lot. Written approval or disapproval of such plans shall be given by the Board of Directors of the Corporation within thirty (30) 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 within the Property.

VII.

No noxious or offensive activity shall be carried on or permitted upon any lot within the Property, 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.

VIII.

No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot within the Property provided that a sign advertising a single lot for sale may be placed upon such lot by the owner thereof.

IX.

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

X.

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 Greenbriar, 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.

XI.

Membership shall include all members of the Corporation. Each 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.

XII.

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.

#### XIII.

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 Greenbriar, an addition to Lincoln, Lancaster County, Nebraska.
- (b) The right of the Corporation, as provided in its Articles of Incorporation and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) 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.

#### XIV.

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.

XV.

The lien of such annual and special assessments shall be subordinate to the lien of any mortgage or deed of trust now or hereafter, placed upon the lot against which such assessment is made.

XVI.

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. Special assessments for capital improvements of the Commons may be made by the Board of Directors, provided however, that such special 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.

XVII.

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. Such 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.

XVIII.

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.

XIX.

These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Corporation or Lot Owner, 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 and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the owners of two-thirds of the lots within Greenbriar 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.

XXI.

The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining



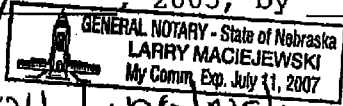
1820 Lori Lane  
Address

[Signature] X  
Owner  
By [Signature]

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me on Oct 19, 2005, by Alon Sammet.



7011 Lingshire Rd

[Signature]  
Notary Public

~~1820 Lori Lane~~  
Address

[Signature]  
Owner

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me on 10-18-05, 2005, by Nancy Kenny.



1810 Lori Lane  
~~7011 Lingshire Road~~  
Address

[Signature]  
Notary Public

[Signature]  
Owner

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me on 10-18-05, 2005, by EDITH Wekesser Hillier.



[Signature]  
Notary Public