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INST. NO 2004

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LANCASTER COUNTY, NE

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**COVENANTS AND RESTRICTIONS OF ALLEGRINI TERRACE FIRST ADDITION**

Allegrini Commons One, L.L.C. a Nebraska limited liability company ("Owner") as owner and developer of the real estate being subjected to these Covenants and Restrictions of Allegrini Terrace First Addition ("Covenants") executes these Covenants as of June 2, 2004.

**RECITALS**

1. Owner is the owner of the following described real estate:

Lots One (1) through Four (4), Block One (1); Lots One (1) through Twenty (20), Block Two (2); Lots One (1) through Four (4), Block Three (3); Lots One (1) through Fourteen (14), Block Four (4); Lots One (1) through Eight (8), Block Five (5); Lots One (1) through Twelve (12), Block Six (6); Lots One (1) through Eight (8), Block Seven (7); Lots One (1) through Ten (10), Block Eight (8); Lots One (1) through Four (4), Block Nine (9); Allegrini Terrace First Addition, Lincoln, Lancaster County, Nebraska.

("Allegrini First Lots"). The Allegrini First Lots were platted in the Allegrini Terrace First Addition Final Plat, which was recorded with the Register of Deeds of Lancaster County, Nebraska, on September 24, 2003, as Instrument #2003-096499. Owner shall construct townhome dwelling units upon the Allegrini First Lots for ultimate sale to the titleholders who shall be subject to these covenants and shall be referred to as a "Townhome Owners".

2. Owner is also the owner of the following described real estate:

Outlots "A" and "B", Allegrini Terrace First Addition, Lincoln, Lancaster County, Nebraska

("Outlots"). Outlot "A" surrounds the Allegrini First Lots and portions thereof are or shall be improved with common area improvements to be used and enjoyed by the owners of the Allegrini First Lots in common with all such owners of all lots of all three (3) phases of Allegrini Terrace. Outlot "B" may be platted into additional buildable townhome lots and additional common area

Outlot A + B NKA  
 ALICE- B1 LI-12, B2 LI-16,  
 B3 LI-8, B4 LI-12, OLA NO BIK

Chg CLT \$ 24.50  
 770 bnr

105971211

Cline, Williams  
 233 S. 13th  
 68508

and such lots and common area may be added to these Covenants pursuant to paragraph 18 below.

- C. The Allegrini First Lots and Outlots are located in the Vintage Heights development which has been made subject to certain Restrictive Covenants by the Developer.

The Vintage Heights Restrictive Covenants are identified as follows:

Restrictive Covenants have been established, which were recorded on November 18, 1997, as Instrument No. 97-48309 and amended by Amendments to the Restrictive Covenants filed on April 14, 1998, as Instrument No. 98-17192 and the Second Amendment to the Restrictive Covenants filed on May 28, 1998, as Instrument No. 98-25761, covering Vintage Heights and Vintage Heights 1st Addition; Restated as Amended Restrictive Covenants filed on August 25, 1998 as Instrument No. 98-43840 for Vintage Heights 2nd Addition; Restrictive Covenants filed December 11, 1998 as Inst. No. 98-67013 for Vintage Heights 3rd Addition; Restrictive Covenants filed August 3, 1999 as Inst. No. 99-42907 for Vintage Heights 4th and 5th Additions; Restrictive Covenants filed February 17, 2000 as Inst. No. 00-6425 for Vintage Heights 6th Addition; Restrictive Covenants filed August 15, 2000 as Inst. No. 00-35853 for single family properties in Vintage Heights 7th Addition; Restrictive Covenants filed October 13, 2000 as Inst. No. 00-45717 for Vintage Heights 8th Addition; Restrictive Covenants filed November 8, 2000 as Inst. No. 00-53300 for townhome properties in Vintage Heights 6th and 7th Additions; Restrictive Covenants filed August 22, 2001 as Inst. No. 2001-048168 for single family properties in Vintage Heights 9th Addition; and Restrictive Covenants filed November 13, 2002 as Inst. No. 2002-80804 for townhome properties in Vintage Heights 10th Addition ("Vintage Covenants").

- D. These Covenants and Restrictions of Allegrini Terrace First Addition applicable to the Allegrini First Lots shall be in addition to the Vintage Covenants except as provided herein.
- E. Owner desires to subject the Allegrini First Lots to these Covenants to provide for the common operation of the Allegrini Terrace Homeowners Association. The Allegrini First Lots are made subject to the Vintage Covenants which are incorporated by this reference as if fully set forth or restated in these Covenants and Restrictions. Further, the Allegrini First Lots are being added to the Association pursuant to paragraph 18 of the Covenants and Restrictions of Allegrini Terrace which covered the first phase of the development and which were recorded with the Register of Deeds of Lancaster County, Nebraska, on August 22, 2003, as Instrument #2003-084264. The Covenants shall govern the Allegrini Lots in all phases of its development.

NOW THEREFORE, these Covenants are established upon the Allegrini First Lots governing the use, maintenance and operation of the Lots and common areas of Allegrini Terrace and the Outlots as follows:

1. **Association.** Every Townhome Owner who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Allegrini First Lots shall be a member of the Allegrini Terrace Homeowners Association (the "Association"), a Nebraska non-profit corporation incorporated for the purposes of enforcing these Covenants and administering and maintaining the Allegrini First Lots in accordance with the terms of these Covenants. Any person or entity who holds such interest as security for the performance of an obligation shall not be a member.

2. **Membership.** The Association shall have two classes of membership, as follows:

A. **Class A Membership.** Class A membership shall include all members of the Association except Owner and any successor in interest. Each Class A member (each of which shall be a "Member") of the Association 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.

B. **Class B Membership.** Class B membership shall include only Owner and any successor in interest to Owner. The Class B member shall be entitled to ten (10) votes for each lot or living unit in which the interest requisite for membership is held. However, the Class B memberships 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, 2010, whichever first occurs.

3. **Party Wall.** Each wall which is built as part of the original construction of a dwelling within the Allegrini First Lots and placed on the common boundary line between two abutting lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Owners who share such party wall. If a party wall is destroyed or damaged by fire or other casualty, the Townhome Owners making use of the party wall each equally share the cost of restoration.

4. **Encroachments.** When a townhome is constructed on any Allegrini First Lot so to encroach upon an adjoining lot or an Outlot, the Townhome Owner of the encroaching improvements shall have an easement upon the area so encroached. Any expense of maintenance, repair, or replacement of the encroaching building shall be borne by the Townhome Owner of the encroaching improvements.

5. **Utility Lines.** Each Townhome Owner shall have an easement for the repair, maintenance and replacement of any utility or service line constructed on one or more adjoining Allegrini First Lot, which easement shall be appurtenant to the ownership interest of the Townhome Owner so benefited.

6. **Pets.** Pets have the potential to create significant nuisance problems within the Allegrini First Lots. Each Townhome Owner shall be responsible for controlling all pets and preventing such pets from becoming an annoyance, nuisance or unreasonably disturbing the quiet of any other Townhome Owner. Specific rules, regulations and requirements furthering implementing this provision (including the banning of individual animals, types or specific breeds) may be adopted by not less than one-half (½) of the Townhome Owners and with written notice shall be binding upon and enforceable by the Association and any Townhome Owner against all Allegrini First Lots. The keeping, harboring, or kenneling of the breeds of pit bull terriers, rottweilers, or chows, or any dog containing any such lineage thereof, shall be prohibited.

7. **Exterior Maintenance.** The Association shall annually establish a budget for the common services being provided to the Members of the Association, which budget shall be used to establish the annual assessment to be paid by the Members pursuant to paragraph 11 below. The annual assessment shall be due and payable quarterly in advance on the first day of January, April, July and October of each year. The common services and expenses to be paid by the Members as the annual assessment shall include, at a minimum, the cost of lawn care for all Allegrini First Lots, and maintenance of common area landscaping, street maintenance, and snow removal from driveways, sidewalks, and the streets, maintenance and electricity costs of the street lights and monument entrance sign, maintenance and water/utility costs of the irrigation system, maintenance of the playground and common area, and regularly scheduled trash removal. The budget shall also include the membership cost of each Allegrini First Lot in the Vintage Heights Homeowners Association created in the Vintage Covenants. The Association shall have the right to enter upon any lot within the Allegrini First Lots, at reasonable times, to perform maintenance. The cost of such maintenance shall be paid by each Member through the payment of the Annual Assessment upon each Allegrini First Lot.

8. **Members' Maintenance of Allegrini First Lots.** Each Member shall be responsible for the exterior maintenance of the dwelling unit, including the exterior walls, windows, and roof, located on the Allegrini First Lot. Under order of the Board of Directors, as recommended by the building committee, the Association may, but shall not be required to, paint, repair, replace roofs, gutters, down spouts, and other exterior building surfaces, and only if the Member is failing to properly maintain the Allegrini First Lot owned by the Member, but only after ninety (90) days notice to the Member by the Board of Directors by certified mail that such work should be performed or, after notice that work that has been performed by the Member does not meet the rules of the Association as to such improvements. In the event the Association undertakes to provide such additional services to the Member, an assessment for the cost of providing such services plus an administrative fee equal to ten (10) percent of such sum will be made against the lot improved or the unit benefited and a lien shall attach thereto as in all other assessments and special assessments.

9. **Maintenance of Common Areas.** The Allegrini First Lots are bordered by Outlot "A", a nonbuildable outlot of Allegrini Terrace Addition. Outlot "A" shall be conveyed by Owner to the Association no later than the conversion of all Class "B" memberships to Class "A" memberships, as provided in paragraph 2. Those Portions

of any Outlots that are or shall be improved with common area improvements to be used and enjoyed by all Members of the Association shall be subject to reasonable rules and regulations approved by the Board of Directors of the Association. Such common area improvements shall include but not be limited to sidewalks, landscaping, lawn area, playground, walking path and private streets described as: Naples Court, Naples Drive, Sicily Lane, Venice Lane, Milan Drive, South 89<sup>th</sup> Street, South 90<sup>th</sup> Court, South 90<sup>th</sup> Street, South 90<sup>th</sup> Place, Rome Avenue, and Allegrini Boulevard (collectively, "Allegrini Common Areas") as reflected by Preliminary Plat #02017. Each Member of the Association, by accepting a deed of conveyance of an Allegrini First Lot and because of the membership in the Association, agrees and covenants to provide for the care, repair, maintenance, and replacement of the Common Areas. Such covenant shall be satisfied through the payment of the annual and special assessments as provided for in these Covenants. All members of the Association shall covenant and agree to maintain the Common Areas of Allegrini Terrace regardless of when such lot was platted.

The Board of Directors of the Association, acting pursuant to the authority granted to it in the Bylaws of the Association, may also include other services common to and shared by the Members of the Association. All expenses for the care and maintenance of the Common Areas shall be uniformly assessed against each Member and each Allegrini Lot, Allegrini First Lot, and Allegrini Second Lot so that each Member pays its proportionate and uniform share for the Common Area maintenance.

10. **General Standards for Townhomes.**

- a. **Exterior Appearance.** Developer and Owner have approved the site plan and design of the improvements to be constructed on the Allegrini First Lots. Once constructed, no owner of an Allegrini First Lot may modify, alter, or customize the exterior appearance of the improvements constructed on the Allegrini First Lots, provided, however, the exterior features of the improvements may be repaired and/or replaced provided that such repair or replacement does not materially change the exterior appearance of such improvement. Trash receptacles shall be kept in each garage except on trash collection days.
- b. **Grade.** The grade and drainage of the Allegrini First Lots and the Outlots has been established by the Owner. No owner of an Allegrini First Lot shall alter or modify the grade or drainage of any Allegrini First Lot without the express written approval of the Owner as long as Owner retains any Class B Membership Units, and thereafter by the Association. Basketball hoops and/or standards are prohibited.
- c. **Landscaping/Fence/Accessory Structures.** Before any owner of an Allegrini First Lot may construct, plant, or install any fence, customized landscaping, or outbuilding,

such Owner shall first submit plans for such improvement to the Owner, as long as Owner retains any Class B Membership Units and thereafter to the Association. The Association, acting through its Board of Directors is hereby authorized to adapt reasonable rules and regulations regarding the construction of fences or accessory structures or the installation of landscaping. Until such rules and regulations are adopted, the general standards of the Vintage Covenants shall apply which are:

- i. Fencing. Fencing shall not be permitted.
- ii. Accessory Structures. Accessory structures such as storage sheds and playhouses shall not be permitted. Playground equipment and other recreational equipment shall not be permitted, except as installed by the Association in the Common Areas. Basketball hoops and/or standards are prohibited.
- iii. Dog Kennels. Any dog run or kennel shall not be permitted.
- iv. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible. Any satellite dish shall not exceed 42" in diameter.
- d. **Animals**. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Allegrini First Lot for any commercial purpose. No owner of an Allegrini First lot shall keep more than two (2) dogs or cats.
- e. **Recreational Vehicles**. No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Allegrini First Lot, except within an enclosed structure, provided that a recreational vehicle may be temporarily stored on an Allegrini First Lot for a time period not to exceed fourteen (14) days per year.
- f. **For Rent Signs**. No owner shall place on any Allegrini First Lot or within the Common Area only signs advertising that a townhome is for rent or lease.

11. **Assessments**. Each Member agrees to pay to the Association: (a) annual assessments or charges uniformly made against each Allegrini First Lot for the care and maintenance of the Common Areas and for the provision of services described herein, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a

charge on the Allegrini First Lot and shall be a continuing lien upon the Allegrini First Lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment was made. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding anything else to the contrary, no members shall be liable to pay any annual or special assessment until a certificate of occupancy has been issued by the City of Lincoln for the improvements built on a particular Allegrini First Lot.

12. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Allegrini Terrace, for the improvement and maintenance of the Common Areas and for the services provided by the Association. The annual assessments shall be based on the annual budget established by the Board of Directors for maintenance and associated tasks.

13. **Annual and Special Assessments.** Annual and special assessments may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) 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.

14. **Lien of Assessments.** The lien of any annual or special assessment shall be subordinate to the lien of any mortgage placed upon the Allegrini First Lot against which the assessment is levied.

15. **Amendments.** These Covenants shall run with the land and shall be binding upon and enforceable by the Association and all Members. These restrictive covenants may be terminated or modified, in writing, by the owners of two-thirds (2/3) of the lots within the Allegrini First Lots, at any time. However, the provisions of these Covenants governing membership in the Association and the maintenance of the commons, if any, shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

16. **Enforcement.** The enforcement of these 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 may be to enforce any lien or obligation created hereby.

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

18. **Additions.** Owner or Developer may add additional contiguous or adjacent real estate to the Allegrini First Lots or the Common Area at any time, without the consent of the members of the Association. Additions shall be made by the execution and recordation of these Covenants and Restrictions and the Vintage Covenants upon the additional real estate, making the addition subject to the

covenants, provided that the general standards of the Vintage Covenants may be reduced, increased, or otherwise modified as provided for in those covenants.

DATED this 2<sup>ND</sup> day of June, 2004.

“OWNER”

ALLEGRINI COMMONS ONE, L.L.C.  
a Nebraska limited liability company

By: *Breck Collingsworth*  
Breck Collingsworth, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing Covenants and Restrictions of Allegrini Terrace First Addition were acknowledged before me this 2 day of June, 2004, Breck Collingsworth, Manager of Allegrini Commons One, L.L.C., a Nebraska limited liability company, on behalf of the company.

*Michela M Bahensky*  
Notary Public

