

26317

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS.

This Declaration made this 10 day of August,  
1977, by GOLF PARK LTD., A Nebraska limited partnership, and  
HUBERT L HARRISON and EUNICE M. HARRISON, husband and wife,  
Owners and Developers of real property described as follows:

All of Blocks One through Thirteen inclusive (1-13);  
Outlot A; Outlot B; and Outlot C; all in Bicentennial  
Estates First Addition to the City of Lincoln, Lancaster  
County, Nebraska.

Said Owners and Developers do hereby declare that said real  
estate shall be held, sold and conveyed subject to the easements,  
restrictions, covenants, reservations, liens, charges and conditions  
which shall run with the land and shall be binding upon all  
parties having or acquiring any right, title or interest thereon  
or any part thereof, as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Bicentennial  
Estates Neighborhood Association of owners which has been incorporated  
under the Nebraska Non-profit Corporations Act, and its successors.

Section 2. "Property" shall mean and refer to the real  
estate above described together with such additions as may be  
made thereto under the terms of this Declaration.

Section 3. "Common Area" shall mean real estate owned by  
the Association and designated as such, which shall be held for  
the common use and enjoyment of all of the members of the Association.

Section 4. "Lot" shall mean and refer to any designated  
portion of the property as shown on the recorded subdivision  
plat, with the exception of the Common Area and streets.

26317

Section 5. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 7. "Developer" shall mean and refer to Golf Park Ltd., a Nebraska limited partnership, and Hubert L. Harrison and Eunice M. Harrison, husband and wife, and their successors and assigns if such successors or assigns have or acquire a majority of the undeveloped Lots for the purpose of development.

#### ARTICLE II

##### Membership and Organization of the Association

Except as provided herein, every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the terms of this instrument shall be a member of the Association, including contract sellers, but not including persons or entities who hold an interest merely a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE III

##### Voting Rights

The Association shall have two classes of voting membership; Class A, members of the Association shall be all those owners as defined in Article II hereof with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds an interest in any Lot, all of such persons shall be members, but in no event shall more than one vote be cast with respect to one Lot and the vote for such Lot shall be exercised as they among themselves shall determine.

2

26317

Class B Members of the Association shall be the Developer, as defined herein, who shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article III herein, provided that Class B membership shall cease and be converted to Class A membership when the total vote outstanding in Class A membership equals or exceeds the total vote outstanding in the Class B membership, or at such time as Developer shall elect to terminate the Class B membership.

ARTICLE IV

Annexation of Additional Property

As long as there is a Class B membership, in the Association, Developer may, by instrument duly executed by them, approved by the City of Lincoln and recorded, add additional land to the Property, and additional unencumbered property to the common area, and no consent or approval of other members of the Association shall be required, provided however, that such additional property and common area shall be located within Section One (1), Township Ten North (T10N) Range Six (6) East, Lancaster County, Nebraska, and that the added property and common area is finally platted in conformance with the ordinances of the City of Lincoln. Additional residential property and common area not within the foregoing provisions may be annexed only with the consent of two-thirds (2/3) of each class of members.

ARTICLE V

Property Rights in the Common Area

Section 1. Developer hereby covenants for themselves, their successors and assigns, that they will convey Common Area to the Association, free and clear of all encumbrances and liens.

Section 2. Every member shall have the right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

26317

- (a) Subject to the provisions of Section 3 of this Article, use of the Common Area shall be restricted to members and their guests, and the Association shall have the right to limit the number of guests of the members and to adopt reasonable regulations applicable to use by guests.
- (b) The Association shall have the right to charge a reasonable admission or other fee for the use of any recreational facility situated upon the Common Area, and shall also have the right to contract with Developer or with any other person, persons or entity for the charging of reasonable admission or other fees in exchange for management, development, maintenance and improvement of any such recreational area.
- (c) The Association shall have the right, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage said property provided such action has the consent of two-thirds (2/3) of each class of membership and provided further, that the rights of any mortgagee shall be subject to the rights of the members of the Association while any mortgage is current and not in default.
- (d) The Association shall have the right to suspend the voting rights and rights to use the Common Area and recreational facilities therein by a member for the period during which any assessment against the Lot of the Owner remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (e) The Association shall have the right to dedicate or transfer all or any part of the Common Area to the City of Lincoln, with its consent, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective, however, unless an instrument signed by members entitled to cast two-thirds of the vote of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the taking of any such action. Developer shall have the right at any time prior to the complete development of the property described in Article II to use so much of the Common Area as it deems necessary or advisable for the purpose of aiding in the construction and development of unimproved lots and shall have the further right to dedicate such easements and right-of-way in the Common Area as it may consider to be necessary or advisable for the purposes of development.

Section 3. In addition to the aforementioned restrictions and conditions, the use of the Common Area shall be subject to the following restrictions:

26317

- (a) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over such Common Area to all members.
- (b) No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which would temporarily or permanently deny free access to any part of the Common Area to all members.
- (c) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

Section 4. Any member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in the Common Area and facilities to members of his family, his tenants, or to contract purchasers who reside on the property.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) 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 land and shall be a continuing lien upon the property against which each such assessment is made. Each such 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. 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

2-6317

Properties and for the improvement and maintenance of the Common Area, and for the homes situated upon the Property.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the issuance of an occupancy permit for a Lot of the property to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

- (a) From and after January 1 of the year immediately following the issuance of an occupancy permit for a Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the issuance of an occupancy permit for a Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called

263/17

subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots of the property on the first day of the month following the filing of this document. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

26317

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. All properties dedicated to and accepted by the City of Lincoln and the Common Area shall be exempt from all annual and special assessments of the Association.

#### ARTICLE VII

##### General Restrictions

Section 1. No Lot shall be used except for residential purposes as prescribed by the ordinances of the City of Lincoln.

Section 2. No building shall be located on any lot nearer than 25 feet to a front lot line or nearer than 25 feet to any side street line. Except as shown on the plat, a side yard set back of five feet shall be required. No dwelling shall be located nearer than 30 feet or 20% of the lot depth, whichever is least, to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 3. Easements for installation and maintenance of utilities, drainage facilities and walkways are reserved as shown on the recorded plat.



26317

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.

Section 6. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 8. No excess dirt which has been removed from any lot shall be moved from the Addition except by the direction of the Developer. Any such excess dirt shall be deposited within an area designated by the Developer.

Section 9. The owner of any lot, which abutts or touches any interior street or walkway easement within the property shall, at his sole expense, construct sidewalks along both sides of all interior streets and in the walkway easements indicated on the final plat of the property, in a manner equivalent to the standards and specifications prescribed by the City of Lincoln, Nebraska. The construction of said sidewalks shall be completed not later than March 1, 1981. Said owners shall maintain said sidewalks in a safe and sound condition and keep them free from snow, ice and other obstructions.

2 6317

Section 10. The owner of Outlot A, Outlot B, and Outlot C, shall develop said Outlots with trees, shrubs and grasses, private open drainage channels and sidewalks.

Section 11. The owner of any Lot, Common Area or Outlot shall develop and maintain said Lot in such a manner as is consistent with prudent soil conservation techniques and in conformance with soil conservation standards prescribed by the City of Lincoln, Nebraska.

#### ARTICLE VIII

##### Enforcement of Requirements

Section 1. In the event that the owner of any Lot located in Bicentennial Estates First Addition shall fail to fully satisfy the requirements set forth within these Covenants and Restrictions, within the time prescribed by the ordinances adopted by the City of Lincoln, the Developer or the Association may proceed, after prior written notice to Lot Owners of record, and fulfill and complete any work necessary to meet said requirements. The Developer or the Association may charge each Lot Owner for its proportionate share of any costs incurred in fulfilling said owner's requirements. If said charges are not paid within thirty (30) days from the date of billing, the Developer or the Association may file a lien upon the property of said owner and may bring an action at law to collect same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees shall be added to the amount of such charges.

26317

ARTICLE X

Architectural Control

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event that the Board of Directors, or its designated committees, fails to approve or disapprove such design and location thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied.

Section 2. No construction of any dwelling unit shall proceed until the same has been approved by the Superintendent of Building Inspections for the City of Lincoln and no dwelling unit shall be occupied until said Superintendent of Building Inspections has found that the permittee has complied with all the terms, conditions and requirements set forth by the City of Lincoln in approving said permit.

ARTICLE XI

Exterior Maintenance

In the event that an Owner of any lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel of ground and

26317

to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the annual assessments to which such Lot is subject.

ARTICLE XII

Easements

The easements over and across the Common Area shall be those shown on the recorded plat of the subdivision, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions, by the Developer or the Directors of the Association.

ARTICLE XIII

General Provisions

Section 1. It shall be the general obligation and duty of the Association to properly maintain and repair all Common Areas, and including but not limited to the walks, drives, open drainage areas, drainage channels, concrete low flow channel liners, storm sewers, private utilities, flood proofing or private utilities, landscaping, grasses, recreational facilities, and all structures and improvements therein, or a part of the common system in accordance with reasonable standards as generally required by the City of Lincoln. Nothing in this Declaration shall be construed as any limitation upon the authority of the City of Lincoln to enter upon said property and perform necessary maintenance should the Association fail to do so, and to assess the property with the cost thereof.

Section 2. The Association, any member thereof or the City of Lincoln, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of

26317

this Declaration. Failure by the Association, any member thereof or the City of Lincoln to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so.

Section 3. Any firm, person, corporation or other entity which shall succeed to title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed as herein provided. Conveyance by such person, firm, corporation or other entity shall pass membership in the Association to the Buyer as herein provided.

Section 4. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration after which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless revoked or amended by instruments signed by not less than ninety percent (90%) of the Owners in the Association if during the first twenty (20) years and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners in the Association. Any instrument amending, modifying or cancelling this Declaration must be approved by the City of Lincoln and must be properly acknowledged and recorded before it shall be effective.

Section 5. In the event that the Association, the members thereof, or the directors of the Association shall fail or neglect to perform its rights, duties and obligations in accordance with the intents, purposes and provisions of this Declaration, then

26317

Developer reserves the right to call such meetings, make such appointments and to take such further action as may be necessary, from time to time, to insure that the object and purposes of this Declaration are being fulfilled.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed by its proper officers the day and year first above written.

GOLF PARK LTD.

Attest:

Howard D. Owen By John L. Hoppe  
John L. Hoppe, General Partner

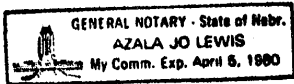
Hubert L. Harrison  
Hubert L. Harrison

Eunice M. Harrison  
Eunice M. Harrison

STATE OF NEBRASKA )  
LANCASTER COUNTY ) ss.

Before me, a duly qualified Notary Public in and for said county and state, personally came John L. Hoppe, known to me to be the same and identical person who signed the above and foregoing instrument as General Partner of Golf Park Ltd., and he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited partnership.

WITNESS my hand and seal on this 10th day of August, 1977.

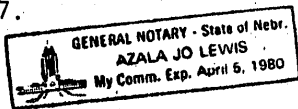


Azala Jo Lewis  
Notary Public

STATE OF NEBRASKA )  
LANCASTER COUNTY ) ss.

Before me, a duly qualified Notary Public in and for said county and state, personally came HUBERT L. HARRISON and EUNICE M. HARRISON, Husband and Wife, to me known to be the same and identical persons who signed the above and forgoing instrument and they did acknowledge the execution thereof to be their voluntary act and deed.

WITNESS my hand and seal on this 10<sup>th</sup> day of August, 1977.



*Azala Jo Lewis*  
Notary Public

INDEXED  
MICRO-FILED  
GENERAL

26-7-11-15  
19-23-27  
31-33-37  
41-43-49  
53-57-61  
65-69-73  
77-81-85-89  
M:DC

LANCASTER COUNTY NEBR.  
*Kenneth E. Thompson*  
REGISTER OF DEEDS

1977 OCT-3 AM 8:41

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 77- 26317

\$50.50

*Borrey & Carter*  
*711 Stewart*