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Carol Sivona
DODGE COUNTY
REGISTER OF DEEDS
COMPUTER INDEX FEE \$ 83.50

RESTRICTIVE COVENANTS

Walter C. Diers Partnership and Deer Pointe, Corp., A Nebraska Corporation, (the "Owner"), is the owner of the real estate described as follows and shown on the attached Exhibit "A" (the "Property"):

WHEREAS, the Owner intends to plat a portion of the Property via the appropriate platting process through the City of Fremont, Nebraska, said final plat known as "Deer Pointe Addition", filed August 12, 2002 as Book 2002 Page 6085 with the Dodge County Register of Deeds;

WHEREAS, Deer Pointe Commercial Association, Co., has been incorporated in Nebraska for the purpose of enforcing the Restrictive Covenants established upon the Property and administering and maintaining the Commons (as hereinafter defined);

WHEREAS, the Owner desires to (i) ensure the orderly and proper development, maintenance, and use of the Property, in order to protect and preserve the overall character of the Property and its neighborhood in accordance with Owner's desires to develop a quality office/commercial/multi-family development on a portion of the Property, (ii) enhance and protect the value, attractiveness, and desirability of the Lots (as hereinafter defined) constituting the Property, (iii) provide and maintain a uniform set of rules, regulations, and restrictions concerning the construction and use of any structures on the Lots, and (iv) provide for the maintenance, use, and operation of the Commons;

NOW, THEREFORE, the Owner does hereby create, establish, adopt, and impose the following covenants, restrictions, and conditions on the Property:

1. DEFINITIONS

For purposes of these Restrictive Covenants, unless the context otherwise requires, the following terms shall have the following meanings:

"Association" - Deer Pointe Commercial Association, Co., a Nebraska corporation, established for the purpose of enforcing and maintaining compliance with these Covenants and maintaining and regulating the Commons.

"Commons" - Outlots, as described on Exhibit "B", together with all improvements thereon and together with such additional common areas as may be subsequently added hereto by written declaration of common grantor filed with the Register of Deeds of Dodge County, Nebraska.

"Median" - Land in the center of Diers Parkway used for landscaping, streetlights and signage for the development.

"Covenants" - these Restrictive Covenants as modified or amended in accordance herewith.

"Design Covenants" - shall have the meaning set forth in Section 6.2.

"Design Covenants" - shall have the meaning set forth in Section 6.2.

"Lot" or "Lots" - any lot or lots platted within the Property

"Lot Owner" - every person or entity who becomes a titleholder of record of a fee or undivided fee interest in any Lot.

"Owner" - shall have the meaning set forth in the first paragraph of these covenants.

"Plans" - shall have the meaning set forth in Section 6.1.

"Plat" - any recorded plat of the Property.

"Property" - shall have the meaning set forth in the first paragraph of these covenants.

2. ASSOCIATION

2.1 MEMBERSHIP: Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

2.2 VOTING RIGHTS: The Association shall have two (2) classes of voting membership as follows:

Class A. Class A membership shall include all Lot Owners with the exception of Owner and shall be entitled to one (1) vote per 5,000 square feet of land owned by each lot owner. When more than one (1) person holds an interest in a given Lot, all such persons shall be members and the votes for such Lot shall be exercised as they may determine among themselves.

Class B. The Class B member shall be the Owner, who shall be entitled to three (3) votes per 5,000 square feet of land owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

There shall be no fractional votes.

3. COMMONS

3.1 INITIAL IMPROVEMENTS TO COMMONS: The Owner shall install at its expense all initial privately-owned improvements to the Commons during a period of two years from this date.

3.2 CONVEYANCE OF COMMONS: The Owner shall convey the Commons to the Association prior to the date on which the Class B membership in the Association is converted to Class A membership.

3.3 CONTROL OF COMMONS BY ASSOCIATION: The Commons shall be subject to the control and management of the Association through its Board of Directors. The Association shall

have the right from time-to-time to establish, revoke, modify, and enforce reasonable rules and regulations with respect to all or any part of the Commons.

3.4 MAINTENANCE OF COMMONS: Each member of the Association, 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 assessments for the administration, maintenance, and/or improvement of the Commons and for other purposes of common interest and benefit to members of the Association. The covenant to maintain the Commons shall include insuring the Commons against public liability and property damage. Such insurance shall be in commercially reasonable amounts.

3.5 COSTS OF ADMINISTRATION, MAINTENANCE, OR IMPROVEMENT OF COMMONS: All costs of administration, maintenance, and/or improvement of the Commons shall mean the total cost and expense incurred by the Association in operating, maintaining, repairing, and replacing any facility, utility, and improvement within the Commons. Such costs may include, without limitation, the cost of maintaining and replacing roads, parking areas, landscaping, any underground sprinkler system, lakes, streams, retaining walls, line painting, and lighting; maintenance of sanitary control; snow and ice removal; rubbish and other refuse removal and control; public liability and property damage insurance premiums; reserves for capital replacements; depreciation on equipment and machinery used in such maintenance; postage, photocopies, telephone and fax charges; and other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead not to exceed ten percent (10%) of the foregoing, or amounts paid to independent contractors for any or all of such services. The Association shall keep accurate records of the costs associated with the administration, maintenance, and improvement of the Commons for the purpose of making assessments as provided by these Covenants.

4. ASSESSMENTS

4.1 DETERMINATION OF ASSESSMENTS: The Board of Directors of the Association shall fix the assessments. Assessments shall be determined in accordance with Section 4.4. Assessments may be regular or special and payable in such periodic installments as the Board of Directors shall determine. Each Lot's assessment shall be determined on an annual basis for each fiscal year, prorating fractional years.

4.2 PAYMENT The members shall pay assessments to the Association as billed. An estimate of the Association's cost for administration, maintenance, and improvement of the Commons shall be made annually and, at the option of the Board of Directors, each member shall pay one-fourth of the estimated assessment per quarter in advance within thirty (30) days of the date of the statement, which shall be the due date. The Bylaws of the Association shall detail more specifically the assessment procedure. Each such assessment shall be the personal obligation of the person who was the Lot Owner at the due date of the assessment, if not paid by such due date shall bear interest at the rate then being charged by Dodge County for delinquent taxes until paid, and, when shown of record, shall be a lien upon the Lot.

4.3 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.

4.4 ALLOCATION OF ASSESSMENTS: Assessments shall be based upon the number of square feet of land area permitted for each Lot as designated on the site plan. Costs for administration, maintenance, and repair of the Commons shall be assessed against the Lots as shown on the attached Exhibit "C".

5. BUILDING CODE

5.1 BUILDING CODES: All buildings and improvements within the Property shall be constructed in conformity with the applicable zoning and building codes and design standards of the City of Fremont, Nebraska, and in conformity with the Plans approved pursuant to Section 6.1 of these Covenants.

6. ARCHITECTURAL CONTROL

6.1 ARCHITECTURAL CONTROL; APPROVAL OF PLANS: Each Lot Owner shall submit plans for any building or other temporary or permanent exterior improvement, including advertising devices, signage, lighting, fences, exterior remodeling, color scheme, glass color, reconstruction, or additions, to the Association, which plans shall show the design, size, and exterior material for the roof, building, or improvement and the plot plan and landscape plan for the Lot (the "Plans"). One set of the approved Plans shall be left on permanent file with the Association. Construction of the building or improvement shall not be commenced unless written approval of the Plans has been given by the Association. Written approval or disapproval of the Plans shall be given by the Association within thirty (30) days after the receipt of Plans. The Association shall have the exclusive right to disapprove the Plans, if in the Association's opinion, the Plans do not conform to the general standard of development in the Property. Upon disapproval, a written statement of the grounds for disapproval shall be provided.

6.2 PLAN APPROVAL STANDARDS - DESIGN COVENANTS: The minimum standards to be applied in the review of Plans for all buildings and improvements constructed, remodeled, or reconstructed within the Property are established in certain Design Covenants adopted by the Association (the "Design Covenants"). The Design Covenants are on file with the Association and shall be available for review by all Lot Owners, mortgagees, and prospective Lot Owners. Owner reserves the right, on behalf of itself, its successors and assigns, and the Association, to revise and amend the Design Covenants subject to the written approval of the holders of two-thirds of the cumulative total of voting rights established in the Association without regard to class of membership. Temporary construction office/trailers and temporary equipment storage structures shall not be subject to the Design Covenants. Temporary structures shall be removed within one year.

7. CONSTRUCTION & MAINTENANCE - LOTS

7.1 COMPLETION OF CONSTRUCTION; OPTION TO REPURCHASE: Any building or other improvement placed or constructed upon any Lot within the Property shall be

completed within two (2) years after the commencement of construction. In the event construction has not substantially commenced within three (3) years from the date title to a Lot is transferred by the Owner, the Owner, or its successors and assigns, shall have the option to repurchase the Lot for the amount paid to Owner for the Lot. Owner may exercise the option by sending written notice to the then titleholder of record of the Lot.

7.2 EXTERIOR MAINTENANCE: Each member of the Association covenants to maintain their Lot and improvements in a neat and attractive manner. The Association may adopt from time-to-time minimum exterior maintenance standards to establish the minimum acceptable standards for satisfaction of this covenant.

7.3 SPRINKLER SYSTEMS: All Lots within the Property shall have an underground sprinkler system installed on the Lot by the Lot Owner prior to seeding, sodding, or landscaping the Lot. Plans for the sprinkler system shall be approved by the Association prior to installation in accordance with Section 6.1 of these Covenants. The Lot Owners are responsible for maintaining and repairing the underground sprinkler systems on their respective Lots.

7.4 LANDSCAPING: Each Lot Owner shall submit a landscape plan to the Association as a requirement of Section 6.1 of these Covenants. The plan must meet or exceed the landscape requirements of the City of Fremont, Nebraska. The Landscape plan must provide that Landscaped Areas will be fully sprinklered and shall provide for a minimum landscape buffer on the Building Lot from lot line to parking area on the side and rear and from the curb of the street to the parking area on all sides of the Building Lot which border any interior street. No landscaping will be installed or preparatory work undertaken until the Association has approved the landscaping plan in writing, including all appropriate phasing. Within six (6) months after the completion of construction on any Lot within the Property, the Lot Owner of each Lot shall have installed, and thereafter shall continually maintain any landscaping required under the terms of these Covenants and/or the Plans for the Lot. All Lot Owners shall be responsible for maintaining the landscaping in an attractive and healthy manner. These responsibilities include, but are not limited to: watering, weeding, trimming, and replanting. Should any of trees, shrubs, bushes, or other landscaping improvements be removed, die or deteriorate into a poor condition, the Lot Owner shall, at its expense, replace such trees, bushes, shrubs, or other landscaping improvements with trees, bushes, shrubs or others landscaping improvements of the same or better quality. In the event such replacement does not occur upon thirty (30) days written notice from the Association, the Association may cause such replacement to occur and charge the Lot Owner for such replacement.

7.5 MAINTENANCE OF LANDSCAPE SCREENS: The Lot Owner of each Lot within the Property upon which a landscape screen is installed, whether composed of structural or live plant material as required by the City of Fremont, Nebraska, shall be deemed to covenant to maintain the screen.

7.6 EROSION CONTROL: During construction on any Lot in the Property, the Lot Owner shall control soil erosion in accordance with City of Fremont, Nebraska requirements, including, but not limited to, the use of an erosion control mat, straw bales, and/or fencing.

7.7 GRADING: The Association shall have the right to establish grades and slopes of all Lots within the Property and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property, subject to the approval of the Association.

7.8 OUTSIDE STORAGE: No materials that could potentially harm the wetlands or the soil will be permitted to be stored outside on any Lot. No storage of materials outside on a Lot shall be permitted except upon the prior written approval of the Association and the maintaining of appropriate screening that is in compliance with City of Fremont health and building codes and design standards, and that has been approved by Owner pursuant to Section 6.1 of these Covenants.

7.9 SPECIFIC ASSESSMENTS: In the event a Lot Owner fails to maintain a Lot according to the requirements of these Covenants, the Association may, upon ten (10) days' written notice to the Lot Owner, maintain the Lot and any improvements thereon as required by these Covenants and shall have the right to enter upon any Lot, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a ten percent (10%) administrative fee, shall be paid by the Lot Owner to the Association within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot, shall bear interest at the rate then being charged by Dodge County for delinquent taxes until paid, and, when shown of record, shall be a lien upon the Lot.

8. USE

8.1 GENERAL: Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot that is illegal. In addition to the foregoing, throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of the Lot shall be used, directly or indirectly, for purposes of an adult bookstore, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks (except for such use, storage or handling that is in compliance with all requirements of environmental law), or any use which creates a nuisance or which endangers the health or unreasonably disturbs the quiet enjoyment of the Owners of the adjacent Lots.

8.2 AUTO USE: No Lot or portion thereof shall be used for sales, leasing, service or repair of motor vehicles or vehicle parts unless such use is approved in writing by Owner at Owner's sole discretion.

8.3 LIQUOR: No Lot Owner or occupant of any Lot may conduct a business on such Lot which derives more than fifty percent (50%) of its annual revenues from the sale of alcoholic beverages or gambling, or a combination thereof, or a business which sells alcoholic beverages on an "off-sale" basis, without written consent of the Association, which consent may be withheld in the Association's sole discretion. The Association's consent may be withdrawn in the event the conduct of the business materially changes.

9. EASEMENTS

9.1. COMMONS: Every Lot Owner and such Lot Owner's tenants, invitees, and licensees shall have a non-exclusive right and easement of enjoyment in, access to, parking on, and use of the Commons, which easement shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

- (a) The right to suspend the voting rights of any Lot Owner for periods during which assessments against such Lot remain unpaid.
- (b) The right to dedicate or transfer all or any part of the Commons to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be acceptable to the Board of Directors and agreed by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.
- (c) The right to establish rules and regulations from time-to-time regarding the use of the Commons

9.2. NO BUILDING IN UTILITY OR DRAINAGE EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with, or change the direction of flow of drainage facilities in the easements. No building or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Owner, and its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

9.3. MAINTENANCE: The easement area of each Lot and all improvements therein shall be continuously maintained by the Lot Owner of such Lot, except for improvements or maintenance for which a public authority or utility company is responsible. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Lot Owner thereof, to enter upon any such Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

10. MISCELLANEOUS; ENFORCEMENT

10.1. AMENDMENTS: Any amendment, modification, or termination of these Covenants requires the written approval of each of the following: (i) the holders of two-thirds of the cumulative total of voting rights established under Section 2.2, and (ii) the Board of Directors of the Association.

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

10.3 ENFORCEMENT: The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by any of the following against any person or persons violating or attempting to violate any provisions hereof: (i) the Owner, the Association, or any Lot Owner, or (ii) if the proceedings are to enforce the covenants regarding maintenance of the Commons, the City of Fremont. Such proceedings may be to restrain such violations or to recover damages, and may also be instituted to enforce any lien or obligation created hereby. If the Owner, Association, Lot Owner, or City of Fremont in any action to enforce these Covenants is successful, they shall be entitled to an award of reasonable attorneys' fees and court costs. Failure by the Association, any member thereof, or the City of Fremont to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event the Association is dissolved, the Lot Owners shall remain severally liable for their determined portion of the cost of maintenance of the Commons.

10.4 SEVERABILITY: Invalidation of any one of these covenants, restrictions, conditions, easements, or reservations by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

10.5 DURATION: These Covenants shall run with the land and shall be binding upon the Owner, the Association, the Lot Owners, and all persons claiming title through chain of title from any Lot Owner.

Walter C. Diers Partnership
A Nebraska Partnership

BY: [Signature]
President

Deer Pointe, Corp., A Nebraska Corporation

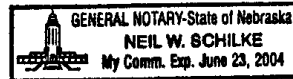
BY: [Signature]
Charles H. Diers, Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 11 day of September, 2002, by Deer Pointe, Corp., A Nebraska Corporation on behalf of the Corporation.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)



23130

The foregoing instrument was acknowledged before me this 11 day of September, 2002,
by Charles H. Diers, Partner on behalf of Walter C. Diers Partnership, a Partnership.



Notary Public

EXHIBIT "A"

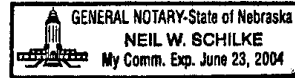


EXHIBIT "A"

Description Tract 1 (NE Tract)

Lots 1 and 2, Block 1, a portion of Lot 1, Block 4, Diers 2nd Addition to the City of Fremont, and a portion of the NE1/4 of Section 18, T17N, R9E of the 6th P.M., all in Dodge County, Nebraska, being more particularly described as follows: Beginning at the Northwest corner of said Lot 1, Block 1; thence N 89°43'35" E, 1189.08 ft. on the South Right of Way Line of U.S. Highway No. 30; thence S 86°29'54" E, 656.50 ft. on said Right of Way line to the West Right of Way line of U.S. Highway No. 275; thence S 22°09'58" E, 791.96 on said Right of Way line; thence Southerly on a 1332.39 ft. radius curve to the right, 484.81 ft. (long chord bears S 11°44'32" E, 482.14 ft.) on said Right of Way line; thence S 00°41'06" E, 221.03 ft.; thence Northwesterly on a 226.48 ft. radius curve to the right, 128.86 ft. on the North line of an existing channel easement; thence N 45°09'37" W, 138.99 ft. on the North line of said easement; thence Northwesterly on a 346.48 ft. radius curve to the left, 272.12 ft. (long chord bears N 67°39'36" W, 265.18 ft.) on the North line of said easement; thence S 00°09'34" E, 15.00 ft. on the West line of said easement; thence N 89°49'57" W, 1860.83 ft. to the West line of said Lot 1, Block 4; thence Northerly on a 750.00 ft. radius curve to the right, 651.53 ft. (long chord bears N 00°23'52" W, 631.24 ft.) on said West line; thence Northerly on a 850.00 ft. radius curve to the left, 224.05 ft. (long chord bears N 16°56'16" E, 223.40 ft.) on said West line; thence Northeasterly on a 20.00 ft. radius curve to the right, 29.96 ft. (long chord bears N 52°18'06" E, 27.24 ft.) on said West line; thence Easterly on a 1227.50 ft. radius curve to the left, 208.27 ft. (long chord bears S 89°38'38" E, 208.02 ft.) on the North line of said Lot 1, Block 4; thence N 85°29'43" E, 205.91 ft. on said North line; thence N 00°06'37" E, 65.21 ft. to the Southeast corner of said Lot 2, Block 1; thence S 85°29'43" W, 211.16 ft. on the South line of said Lots 1 and 2, Block 1, thence Westerly on a 1162.50 ft. radius curve to the right, 195.92 ft. (long chord bears N 89°40'35" W, 195.69 ft.) on the South line of said Lot 1, Block 1; thence Northwesterly on a 20.00 ft. radius curve to the right, 30.48 ft. (long chord bears N 41°11'27" W, 27.61 ft.) on said South line; thence Northerly on a 850.00 ft. radius curve to the left, 34.96 ft. (long chord bears N 01°17'19" E, 34.95 ft.) on the West line of said Lot 1; thence N 00°06'37" E, 209.14 ft. on said West line; thence Northeasterly on a 20.00 ft. radius curve to right, 31.28 ft. (long chord bears N 44°55'06" E, 28.19 ft.) on said West line to the point of beginning, containing 59.76 acres more or less.

Description Tract 2 (NW Tract)

Lots 1 and 2, Block 2, a portion of Lot 1, Block 3, Diers 2nd Addition to the City of Fremont, and a portion of the NW1/4 of Section 18, T17N, R9E of the 6th P.M., all in Dodge County, Nebraska, being more particularly described as follows: Beginning at the Northeast corner of said Lot 1, Block 2; thence Southeasterly on a 20.00 ft. radius curve to the right, 31.42 ft. (long chord bears S 44°53'34" E, 28.29 ft.) on the Easterly line of said Lot 1; thence S 00°06'37" W, 208.66 ft. on said East line; thence Southerly on a 750.00 ft. radius curve to the right, 15.29 ft. (long chord bears S 00°41'40" W, 15.29 ft.) on said East line; thence Southwesterly on a 20.00 ft. radius curve to the right, 34.80 ft. (long chord bears S 51°07'20" W, 30.57 ft.) on the South line of said Lot 1; thence Westerly on a 1237.50 ft. radius curve to the left, 479.75 ft. (long chord bears S 89°51'34" W, 476.75 ft.) on the South line of said Lots 1 and 2; thence S 00°06'37" W, 66.37 ft. to the Northwest corner of said Lot 1, Block 3; thence Easterly on a 1172.50 ft. radius curve to the right, 477.99 ft. (long chord bears N 89°47'36" E, 474.69 ft.) on the North Line of said Lot 1, Block 3; thence Southeasterly on a 20.00 ft. radius curve to the right, 30.75 ft. (long chord bears S 34°28'45" E, 27.81 ft.) on the North line of said Lot 1, Block 3; thence Southerly on a 750.00 ft. radius curve to the right, 195.30 ft. (long chord bears S 17°01'45" W, 194.75 ft.) on the East line of said Lot 1, Block 3; thence Southerly on a 850.00 ft. radius curve to the left, 691.40 ft. (long chord bears S 01°11'11" W, 672.50 ft.) on said East line; thence N 89°49'57" W, 2544.97 ft. to the East Right of Way line of Luther Road; thence N 00°00'00" E, 1188.32 ft. on said Right of Way line to the South Right of Way line of U.S. Highway No. 30; thence N 89°11'13" E, 1216.44 ft. on said Right of Way line; thence S 89°53'45" E, 1390.47 ft. on said Right of Way line to the point of beginning, containing 69.86 acres more or less.

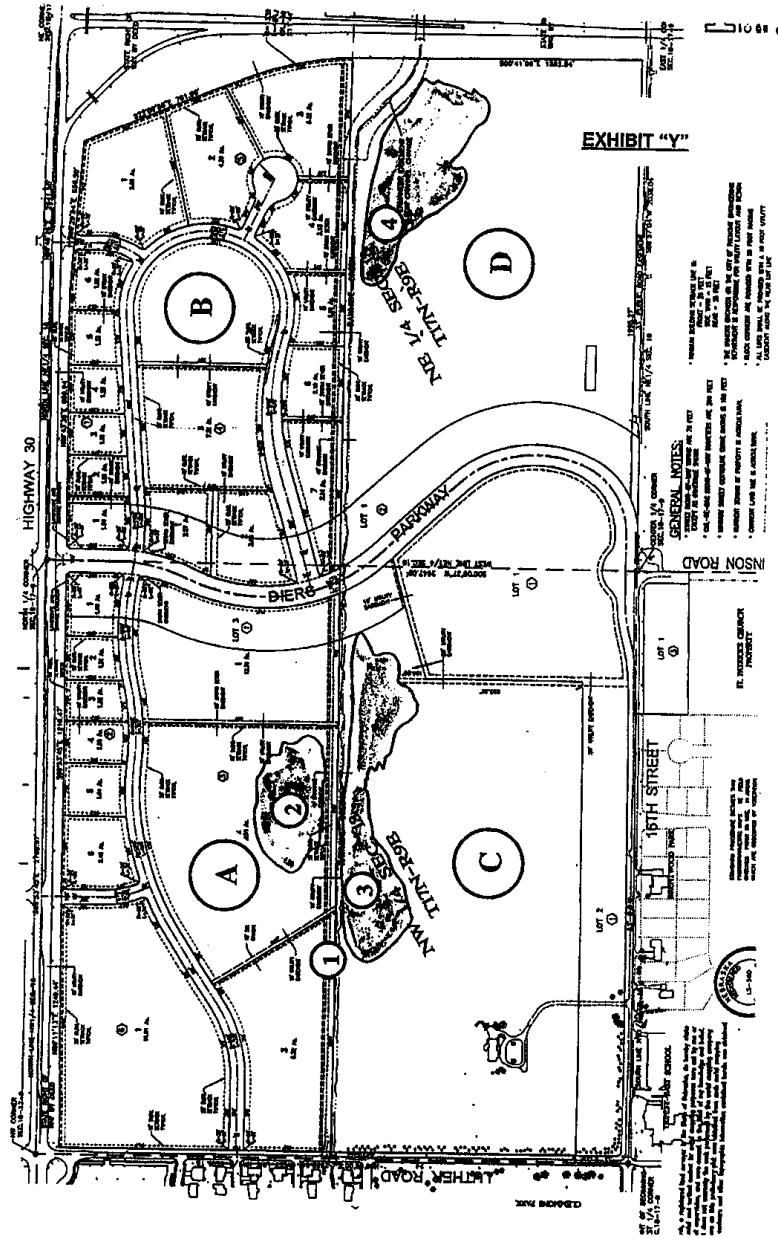
EXHIBIT "B"

The northerly ½ of the outlot known as Rawhide Creek.

EXHIBIT "C"

ALLOCATION OF ASSESSMENTS					
DESCRIPTION	AREA A	AREA B	AREA C	AREA D	
Parkway Median	23%	20%	33%	24%	
Street Light Maintenance	23%	20%	33%	24%	
Lake Maintenance # 2	100%				
Lake Maintenance # 3			100%		
Lake Maintenance # 4				100%	
Creek and Tree Area #1	26%	24%	24%	26%	
Cart Path Maintenance Area C					
Cart Path Maintenance Area D					
Administrative Costs (Net Sq. Ft.)					
Cost determined by lot square footage % within respective area.					

See Exhibit "Y" for location of allocation



DEER POINTE DESIGN COVENANTS

EXTERIOR BUILDING MATERIALS

A. OFFICE BUILDINGS

Office buildings shall be designed to use a variety of the following approved materials in a pleasing proportion. All office buildings shall be designed to be architecturally interesting from all sides.

A minimum of sixty percent (60%) of the Total Building Façade shall be composed of these three materials:

1. Tinted or reflective glass of a density to conceal the interior furnishings. All window mullions shall be dark bronze in color. "Glass Boxes" are not allowed.
2. Brick veneer with colored mortar
3. Precast concrete

A maximum of forty percent (40%) of the Total Building Façade shall be composed of the following five (5) materials:

1. Natural buff colored limestone laid horizontally. Composite stone shall be allowed.
2. Integrally colored rock faced concrete block. Painted rock faced concrete block is allowed as an accent up to 10% of single façade.
3. EFIS
4. Laminated metal panels.
5. Standing seam metal roofing shall be allowed in accents and to screen mechanical roof top units.

Building signage shall be individual channelized letters.

B. COMMERCIAL BUILDINGS

All commercial, hospitality and "box" stores shall be designed to be architecturally interesting from all sides. Building Facades that are not substantially visible from public right-of-ways may provide a lesser level of detail than facades that are visible from the right-of-ways.

A minimum of sixty percent (60%) of the Total Building Façade shall be comprised of the following three materials:

1. Twenty percent (20%) of all visible facades must be brick or brick in appearance.
2. Integrally colored rock faced concrete block. Painted rock faced concrete block is allowed as an accent up to 10% of any single façade.
3. Clear glass with dark bronze mullions

A maximum of forty percent (40%) of the Total Building Façade shall be comprised of the following:

G. BUILDING HEIGHTS

On lots abutting 23rd Street, height may be restricted on a case by case basis.

H. LANDSCAPING

1. **STREET TREES** – All lots with public frontage shall provide and install the following specified trees. These trees shall be planted approximately 40 feet on center within five (5) feet of the property.
 - a. **23RD STREET SPECIES**
Ginkgo biloba 2 ½” caliper BB
“Ginkgo”
 - b. **HIGHWAY 275 SPECIES**
Platanus x acerifolia ‘Bloodgood’ 2 ½” caliper BB
“Bloodgood London Plane Tree”
 - c. **DEER POINT BOULEVARD SPECIES**
Quercus rubra borealis 2 ½” caliper BB
“Northern Red Oak”
 - d. **ELK LANE EAST SPECIES**
Acer rubrum ‘Franksred’ 2 ½” caliper BB
“Red Sunset Maple”
 - e. **ELK LANE WEST SPECIES**
Fraxinus Americana ‘Autumn Purple’ 2 ½” caliper BB
“Autumn Purple Ash”
 - f. **LUTHER ROAD SPECIES**
Quercus rubra borealis 2 ½” caliper BB
“Northern Red Oak”

I. APPROVALS

All design, materials and colors must be approved in advance by the Deer Pointe Association, Inc.