

LANCASTER COUNTY NEB

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**NORTHVIEW CENTRE DECLARATION OF COVENANTS, RESTRICTIONS, AND MAINTENANCE REQUIREMENTS**

This Northview Centre Declaration of Covenants, Restrictions, and Maintenance Requirements ("Declaration") is dated this 13<sup>th</sup> day of June, 1997, by Lincoln Federal Savings Bank of Nebraska ("Declarant"). Declarant hereby declares that the Property, as defined below, which is owned by Declarant, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens of this Declaration.

**ARTICLE I. DEFINITIONS**

The following words, when used in this Declaration, unless the context otherwise requires, shall have the following meanings:

1. "Northview<sup>First</sup> Addition" shall mean the real property described as:

Lots One (1) and Two (2), Block One (1), and Lots One (1), Two (2), and Three (3), Block Two (2), Northview<sup>First</sup> Addition, Lincoln, Lancaster County, Nebraska,

as described in the Northview Addition plat recorded June 3, 1997, with the Register of Deeds of Lancaster County, Nebraska, as Instrument #97-21113

2. "Lot" shall mean any parcel or tract of land in the Northview<sup>First</sup> Addition, which is subject to this Declaration.

3. "Northview Road Lots" shall mean Lots One (1), Two (2), and Three (3), Block Two (2), Northview<sup>First</sup> Addition, which abut Northview Road, a private roadway.

4. "Daycare Lot" shall mean Lot Two (2), Block One (1), Northview<sup>First</sup> Addition, which is initially intended to be used for a daycare facility, and shall be subject to this Declaration except where otherwise noted.

5. "Owner" shall mean the record owner, whether one or more persons or entities, including Declarant, of any Lot which is a part of the Northview<sup>First</sup> Addition.

6. "Declarant" shall mean Lincoln Federal Savings Bank of Nebraska or its successor appointed pursuant to Article VII.

7. "Common Areas" shall include but not be limited to landscaping, common signage, green space, and lighting in the Lots.

8. "Common Area Maintenance" shall include the repair, replacement, and maintenance of and insuring the Common Areas and snow-removal from the parking areas and sidewalks of the Northview<sup>First</sup> Addition except the Daycare Lot.

9. "Use Permit" shall mean Use Permit # 12, as approved by the City of Lincoln, Nebraska, for the real property defined as the Northview<sup>First</sup> Addition, except the Daycare Lot.

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

1. **Property.** Declarant hereby declares that the Lots of Northview<sup>First</sup> Addition are and shall be held, transferred, sold, conveyed, sold, and occupied subject to this Declaration for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Northview<sup>First</sup> Addition as an office and commercial center. This Declaration shall run with the land in the Northview<sup>First</sup> Addition, shall be binding upon all parties having or acquiring any right, title, or interest in the Northview<sup>First</sup> Addition, and shall inure to the benefit of each and every Owner of all or a portion of the Northview<sup>First</sup> Addition, including without limitation to Declarant.

2. **Additional Land.** Declarant may, but shall have no obligation to, add at any time or from time to time additional land to the effect of this Declaration, provided that such lands or Lots have been included in the Northview<sup>First</sup> Addition as such entire addition was platted and recorded with the Register of Deeds of Lancaster County, Nebraska, and as such has been or may from time to time be amended or modified. The Owners of property at such time therein shall be and become subject to this Declaration including, but not limited to, subject to any assessments made by Declarant for the purposes set forth herein.

## ARTICLE III. USE

1. **Use.** All Lots (except the Daycare Lot) within the Northview<sup>First</sup> Addition shall be used for medical and other office and commercial use as may be permitted by the Zoning Ordinance of the City of Lincoln. The Daycare Lot is initially intended to be used for a daycare use, but its use shall not be restricted to such use. The Daycare Lot shall be used for such purposes as may be permitted by the Zoning Ordinance of the City of Lincoln.

2. **Use Permit.** The Northview<sup>First</sup> Addition (except the Daycare Lot) shall be subject to the Use Permit allowing the uses described in Article III.1 above. All of the Lots in the Northview<sup>First</sup> Addition shall be put to these uses permitted by the Use Permit and for no other purpose.

## ARTICLE IV. DESIGN AND CONSTRUCTION OF IMPROVEMENTS

1. **Grade.** Declarant shall have the exclusive right to establish grades and slopes for all Lots within the Northview<sup>First</sup> Addition and to fix the grade at which any building shall be placed or constructed upon any Lot, in conformity with the general plan for development of the Northview<sup>First</sup> Addition. No Owner may change the grade or slope of a Lot without the express written approval of Declarant, which approval shall not be unreasonably withheld.

2. **Plans and Specifications.** Prior to the commencement of any construction, an Owner must submit to Declarant for its review and approval all plans and specifications for any building or other improvement to be placed or constructed upon any Lot within the Northview<sup>First</sup> Addition. Such plans and specifications shall show the design, size, and exterior material for the building or improvement. One set of such plans shall be left on permanent file with Declarant. Written approval or disapproval of such plans and specifications shall be given by Declarant within thirty (30) days after receipt thereof. Approval of such plans shall not be unreasonably withheld and, upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans and specifications if, in Declarant's opinion, the plans do not conform to the general standard of development or uniformity of the Lots within the Northview<sup>First</sup> Addition or with the Use Permit, provided, however,

Declarant shall consult with the owners whose properties abut such Lot in question as part of the approval process.

3. **Signage.** Prior to the commencement of the installation or construction of any signage identifying the use or owner of a Lot, such owner shall submit to Declarant plans for such sign for its review and approval. Written approval or disapproval of the plans for such signage shall be given by Declarant within thirty (30) days after receipt thereof. Approval of the plans for such signage shall not be unreasonably withheld and, upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans if, in Declarant's opinion, the plans for such signage do not conform to the general standard of uniformity desired for the signage for the Lots within the Northview Addition.  
First

4. **Site Plan.** Prior to the commencement of any construction, in addition to the plans and specifications identified above, each Owner of a Lot shall provide to Declarant a site plan showing the location of the building or improvement and the configuration and layout of the adjacent parking lot, showing specifically the number of stalls required for such use. Such Site Plan shall also show the landscape plan for the Lot and each owner shall be required to install an underground sprinkler system for such landscaping and green areas. Written approval or disapproval of the site plan shall be given by Declarant within thirty (30) days after receipt thereof. Approval of the plan shall not be unreasonably withheld and, upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the site plan if, in Declarant's opinion, the site plan does not conform to the general standard of development of the Lots or with the Use Permit or the Northview Addition Final Plat.  
First

5. **Antennae.** No wiring or antennae for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building or improvement, unless prior written approval has been secured from Declarant. Declarant shall have the exclusive right to disapprove such wiring or antennae if, in the Declarant's opinion, such wiring or antennae would adversely affect the aesthetic appearance of the Northview Addition or interfere with existing communications equipment.  
First

6. **Codes/Use Permit/Final Plat.** All buildings or improvements constructed in the Northview Addition shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Such construction shall further be in compliance with the Use Permit, as may be amended from time to time, and with the Northview Addition Final Plat.  
First

7. **Nuisance.** No partially completed or temporary building and no trailer, tent, shack, or garage on any Lot within the Northview Addition shall be used either as a temporary or permanent place of business. No noxious or offensive activity shall be conducted or permitted upon any Lot within the Northview Addition, nor anything which is or may become an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the Owners of the adjoining Lots in the Northview Addition.  
First

8. **Easement.** When any utility line shall be constructed on two or more adjoining lots within the Northview Addition, each Owner of the two adjoining Lots shall have an easement for the maintenance, repair, and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the ownership interest. Any expense of the maintenance,  
First

repair, or replacement of the utility lines shall be borne equally by the Owners who are titleholders of the adjoining Lots. The provisions of this paragraph shall not operate to relieve any member of any liability which such member shall incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

9. **Private Road.** All Owners of the Lots within the Northview<sup>[First</sup> Addition are granted nonexclusive easements to use Northview Road as the private road serving the Northview Road Lots. The easement rights granted herein shall be appurtenant to and inseparable from and shall pass with the title to each Lot, inuring to the benefit of the Owners of the Lots, their successors and assigns, and their guests and business invitees. The easement rights shall be subject to the right of the Declarant to dedicate or transfer all or any part of the private roads to any public agency or authority. The use of the private roads shall be solely in accordance with the purposes for which the roads are intended without unreasonably hindering or encroaching upon the lawful rights of other Owners.

#### ARTICLE V. MAINTENANCE

This Article V shall apply to all Lots of the Northview<sup>[First</sup> Addition, except the Daycare Lot.

1. **Private Maintenance.** Each Owner of a Lot of the Northview<sup>[First</sup> Addition shall individually repair, maintain, and replace all of the buildings and improvements located upon such Lot owned by the Owner. Such maintenance shall include the maintenance of the exterior surfaces of the buildings and improvements, including glass surfaces and doorways, in a manner that is consistent with the development within the Northview<sup>[First</sup> Addition. The maintenance responsibility described herein which accrues to the individual Lot Owner shall include the buildings and improvements, signage, and parking lots. Such repair and maintenance of the parking areas shall include, without limitation, resurfacing, restriping, installation of "no parking" or "handicapped" parking signs, and the replacement of any damaged parking areas. In the event that any Owner fails to maintain the buildings, parking areas, and improvements located upon such Lot, Declarant reserves the right to cause such maintenance to be completed and the cost therefor shall be chargeable to the Owner of the Lot as a specific assessment, in accordance with the terms of this Declaration.

2. **Common Area Maintenance.** Subject to the reimbursement of costs and expenses as set forth in paragraph 4 below, Declarant shall maintain, repair, and replace, and pay the costs ("Common Area Expenses") thereof of the maintenance of the Common Areas ("Common Area Maintenance") within the Northview<sup>[First</sup> Addition. Such maintenance shall include snow-removal from the driveways and parking areas, maintenance of the common signs, (if any), and maintenance and replacement of the landscaping on any Lot within the Northview<sup>[First</sup> Addition. All material, labor, and contractors selected, and the frequency of repair, maintenance, and care, shall be in the sole discretion of Declarant. Declarant shall further maintain insurance coverages as it deems appropriate and any premiums charged therefor shall be a Common Area expense. All of the Common Area Expenses shall be chargeable to all Owners of Lots within the Northview<sup>[First</sup> Addition, in accordance with paragraph 4 below. For its efforts in managing the administration of the maintenance of the Common Areas, Declarant shall receive a management fee of five percent (5%) of the total estimated Common Area Expenses each year. Such amount shall be assessed as a Common Area Expense in addition to the costs and expenses for all maintenance.

3. **Private Road Maintenance.** Northview Road is a private road serving the Northview Road Lots. Subject to the reimbursement of costs and expenses ("Northview Road Expenses") from the Northview Road Lots Owners as set forth in paragraph 4 below, Declarant shall repair and maintain the Northview Road. Such maintenance shall include snow removal and general repair of Northview Road. All material, labor, and contractors selected and the frequency of such repair and maintenance shall be in the sole discretion of Declarant. Declarant shall further maintain insurance coverages, as it deems appropriate, including, but not limited to, general commercial liability coverage, and the premium therefor shall be a Northview Road expense. All of the costs associated with the maintenance and insuring of Northview Road shall be chargeable to the owners of Northview Road Lots, in accordance with paragraph 4 below. For its efforts in managing the maintenance of Northview Road, Declarant shall receive a management fee of five percent (5%) of the total estimated maintenance fees each year, which sum shall be included in the Northview Road maintenance budget each year.

4. **Assessment.** Each Owner, by acceptance of a deed for the Owner's Lot, regardless of whether the deed does or does not specifically so provide, hereby covenants and agrees to pay to Declarant the annual, special, and specific assessments described herein for the payment of the Common Area Expenses and Northview Road Maintenance Expenses (as appropriate), repair costs and expenses, and for any premium on any policy or policies of insurance that Declarant may maintain on or in connection with the Common Areas or Northview Road, including, without limitation, casualty and liability insurance.

- a. Annual Assessments. Declarant shall prepare separate budgets for the following twelve (12) months each November that shall contain the estimated costs of maintaining the Common Areas ("Common Area Expenses") and Northview Road ("Northview Road Expenses") respectively for the year and otherwise performing all of the management obligations of Declarant set forth in this Declaration. Based upon the budgets, Declarant shall notify each Owner of the Owner's pro-rata share of the Common Area Expenses and, if appropriate, the Northview Road Expenses, in accordance with subparagraph (d) below on or before December 15th of each year. Failure of Declarant to give notice of the annual assessment prior to the beginning of the annual year shall not invalidate the annual assessment levied thereafter, nor shall failure to levy affect the right of Declarant to do so for any subsequent year. Each Owner's annual assessment shall be due January 1st of each year and shall be payable without further demand. Declarant may, at its option, permit payment of the annual assessments for the Common Area Expenses and, if applicable, the Northview Road Expenses in monthly installments. In the event that the estimate for such expenses for the upcoming year is less than the actual maintenance cost and expense for the year, Declarant reserves the right to further special assess all Owners for the cost and expense. In the event that the estimate is more than the actual maintenance cost and expense for the year, the remaining assessment balance shall be carried over to the subsequent year and offset against the estimate cost for the estimate cost for the subsequent year.

- b. Special Assessments. In addition to the annual assessments authorized above, Declarant may levy in any year and at any time during the year a special assessment for that year only for the purposes set forth in this Declaration to include, but not be limited to, landscaping, renovation, or capital repairs of the Common Area or for major road repair of Northview Road, which later item shall be specially assessed only against the Owners of Northview Road Lots. In the case of a major road repair of Northview Road, Declarant shall identify the need for the repair and receive at least two (2) bids for the completion of such repair. Declarant shall have the right to notify Owners of the Northview Road Lots that a repair is necessary and desirable, disclose the bid costs and expense of the repair, and assess a pro-rata portion of such repair costs to each such Owner. Notice of a special assessment shall be given in writing to each Owner. Special assessments are due and payable thirty (30) days following the written notification by Declarant. In the event that the Owners do not contribute the total amount estimated to be necessary to complete the contemplated repair, Declarant shall have the right to either refund the Owner's portion to each Owner and not make the repair, or may further assess the Owners for the remaining amount necessary. In the event that the Owners contribute more than is required for the repair contemplated, the balance remaining shall be refunded to the Owners in a prorated amount.
- c. Specific Assessments. Declarant shall have the right and power, but not the obligation, to levy assessments against individual Lots in accordance with the terms and conditions of this Declaration for the purpose of paying any cost incurred by Declarant as a result of a breach of the terms of this Declaration by an Owner or an Owner's agents, tenants, invitees, or contractors, or as a result of the negligence or willful misconduct of an Owner or an Owner's agents, tenants, invitees, or contractors. Any specific assessment shall be due and payable thirty (30) days following notice by Declarant.
- d. Proration of Assessment. The total assessment payable to Declarant, whether for annual or special assessments, in accordance with this Declaration shall be prorated in accordance with the terms and conditions of this Declaration and the following percentages:

(i) <u>Common Area Expenses</u>	<u>Ft<sup>2</sup></u>	<u>%</u>
a) Lot One (1), Block One (1)	16,000	38%
b) Lot One (1), Block Two (2)	2,975	07%
c) Lot Two (2), Block Two (2)	7,670	18%
d) Lot Three (3), Block Two (2)	<u>15,375</u>	<u>37%</u>
Total	42,020	100%

(ii) <u>Northview Road Expenses</u>	<u>Ft<sup>2</sup></u>	<u>%</u>
a) Lot One (1), Block Two (2)	2,975	11.5%
b) Lot Two (2), Block Two (2)	7,670	29.5%
c) Lot Three (3), Block Two (2)	<u>15,375</u>	<u>59.0%</u>
Total	26,020	100%

In the event that additional lots are made subject to this Declaration or the square footages of any building on the Lots increase, these percentages shall be revised in writing and this Declaration shall be amended in writing, signed by the Owners of Lots, to reflect such change.

- e. Default. If any assessment or any part thereof is not paid when due, the unpaid amount of any assessment shall be deemed delinquent and the Owner shall remain personally liable for the amount of the assessment, together with interest at the then statutory rate, costs, and attorney's fees incurred in collection of such assessment. All Owners shall be liable for any such assessments provided herein and may not waive any right or reduce liability for such assessments by non-use of the private road by abandonment of the Owner's Lot.
- f. Collection. Declarant shall have the right, but not the obligation, to assess as a specific expense on a pro-rata basis, in accordance with the terms and conditions of this Declaration, any unpaid assessments due under this Declaration that Declarant has been unable to collect after reasonable efforts by Declarant to collect the same. In the event that Declarant does collect the amount for the delinquent Owner after the assessment has been made to the other Owners on a proportionate basis, Declarant shall pay the amount collected over to the other Owners contributing in the specific assessment.

#### **ARTICLE VI. AMENDMENT**

This Declaration may be amended only by an instrument in writing, approved by three-quarters (3/4) of all of the Owners current on payment of assessments, and recorded. The Declaration shall run with and bind the Lots in the Northview Addition, including any property that may be subject to this Declaration, and shall inure to the benefit and be enforceable by an Owner and Declarant.

#### **ARTICLE VII. DECLARANT'S DUTIES**

Declarant shall have those duties identified and described in this Declaration until such time as Declarant either (a) is no longer an Owner of record of a Lot in the Northview Addition; or (b) has sold all of the Lots other than Lot Two (2), Block Two (2), Northview Addition ("Declarant's Lot") upon which it intends to operate its financial institution. Upon the sale of all of the Lots other than Declarant's Lot, Declarant shall assign all of its duties under this

Declaration to an association comprised of all of the Owners in the Northview <sup>[First</sup> Addition. In such event, the Association shall assume all of the duties and responsibilities of Declarant herein and all Owners, by reason of their ownership of a Lot, shall be a member of such association. Such association shall be formed by the Owners to administer this Declaration in accordance with its terms and each Owner shall have one (1) vote attributable to its ownership interest.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

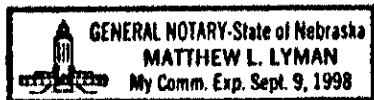
"DECLARANT"

LINCOLN FEDERAL SAVINGS BANK  
OF NEBRASKA

By: *Gerald W. Maddox*  
Gerald Maddox, Chairman

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 1997 by Gerald Maddox, Chairman of Lincoln Federal Savings Bank of Nebraska.



*Matthew L. Lyman*  
Notary Public

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