

Dan Jolte

REGISTER OF DEEDS

2001 NOV 28 P 3:46

LANCASTER COUNTY, NE

SEP 25 2001

\$125.00

INST. NO 2001

070859

BLOCK

CODE

Northview 3 / Northview 4

CHECKED

ENTERED

EDITED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration made on the date hereinafter set forth by Lincoln Federal Savings Bank of Nebraska, a corporation ("Lincoln Federal"), formerly Lincoln Federal Savings & Loan; Regal Building Systems, Inc., a Nebraska corporation ("Regal"); Theresa R. Thompson, a single person; Barbara A. Leuschen and Nicholas Leuschen, husband and wife, Loretta R. Metcalf, a single person, Brenda Vachal and Kerry Anderson, each a single person as joint tenants, Loren A. Damon and Sheila K. Damon, husband and wife; and Jerald R. Garrison and Cindy L. Garrison, husband and wife, all hereinafter referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, Declarants are the owner of the certain real estate in Lincoln, Lancaster County, Nebraska, which is more particularly described as:

- A. Theresa R. Thompson, a single person, owns Lot 3, Block 1, Northview 3rd Addition;
- B. Barbara A. Leuschen and Nicholas Leuschen, husband and wife, own Lot 6, Block 1, Northview 3rd Addition;
- C. Loretta R. Metcalf, a single person, owns Lot 6, Block 1, Northview 4th Addition;
- D. Brenda Vachal and Kerry Anderson, each a single person as joint tenants, own Lot 15, Block 2, Northview 4th Addition;
- E. Loren A. Damon and Sheila K. Damon, husband and wife, own Lot 16, Block 2, Northview 4th Addition;
- F. Jerald R. Garrison and Cindy L. Garrison, husband and wife, own Lot 26, Block 2, Northview 4th Addition;
- G. Regal owns Lots 4, and 5, Block 1, Northview 3rd Addition;
Lots 7, 14, and 15, Block 1, Northview 4th Addition; and
Lots 3, 4, and 25, Block 2, Northview 4th Addition; and
- H. Lincoln Federal owns the remaining property located in Northview 3rd Addition and in Northview 4th Addition;

all property being located in Lincoln, Lancaster County, Nebraska. All of the above real estate hereafter referred to as "Property";

WHEREAS, Lincoln Federal has caused a plat to be recorded as to said Property;

*Keating, O'Gara, Davis P
Noted, P.C. LLO
ste A 530 50.13th
Lincoln, NE 68508*

WHEREAS, Regal has purchased various Lots and is currently constructing housing units (Townhouses) on various Lots which were purchased from Lincoln Federal; and

WHEREAS, other contractors may be purchasing additional Lots and constructing Townhouses thereon.

WHEREAS, Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property, desires to create certain covenants, conditions and restrictions applicable thereto and binding thereupon.

NOW, THEREFORE, Declarants hereby declare the following described Property shall be held, sold and conveyed subject to the Covenants, Conditions, and Restrictions set forth herein, which shall run with the land and which shall be binding upon all parties having or hereafter acquiring any right, title or interest therein, or any part thereof as follows:

- A. Lots 1 through 6, Block 1, Northview 3rd Addition; and
- B. Lots 2 through 35, Block 1; Lots 1 through 26, Block 2; and Outlot B, all located in Northview 4th Addition;

all of the above property being located in Lincoln, Lancaster County, Nebraska.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Association of owners incorporated under the Nebraska Nonprofit Corporation Act, as Regalton Neighborhood Association, and its successors.

Section 2. "Property" or "Lots" shall mean and refer to the real estate described on page 1 together with such additions as may be made thereto under the terms of this Declaration.

Section 3. "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 Areas and streets.

Section 4. "Member" shall mean and refer to any person or entity who holds membership in the Association. "Members" shall refer to all the persons or entities who hold membership in the Association.

Section 5. "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 an obligation. "Owners" shall refer to all the record owners of all the Lots which are part of the Property. Lincoln Federal shall not be an Owner under this Agreement, as the Lots that it owns are to be sold to contractors or third parties in order for townhouses to be constructed thereon.

Section 6. "Developer" shall mean and refer to Lincoln Federal, individually, Regal, individually, or Lincoln Federal and Regal, jointly, and their successors and assigns, if such successors or assigns have or acquire a majority of the undeveloped Lots for the purpose of development.

Section 7. "Common Area" shall mean that portion of the Property designated as such, and which shall be held for the common use and enjoyment of all the Members of the Association. It shall include, but not necessarily be limited to the Property shown on the plat as "Outlot A and Outlot B, Northview 4th Addition".

Section 8. "Directors" shall refer to the Board of Directors of the Association. The Directors can establish rules to govern itself and committees that it establishes in order to conduct the affairs of the Association.

Section 9. "Covenants" shall refer to this Declaration of Covenants, Condition, and Restriction.

ARTICLE II

Membership and Organization of the Association.

Section 1. Every person or entity who is an 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 as security for the performance of an obligation. No Lot shall have more than one vote in the Association. 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. At its first meeting, the Association shall adopt By-Laws for its organization and the conduct of its business, which By-Laws shall include provision for the election of Directors and officers of the Association.

Section 2.

A. When Townhouses are constructed on Lots in Block 1, Northview 3rd Addition, and in Block 1 and 2, Northview 4th Addition by Regal, the Lot will be brought into the Association in accordance with the provisions set forth in Section 3, Article III.

B. If the Townhouse is constructed by a third party contractor who has acquired the Lot from Regal, the Lot will be brought into the Association in accordance with Section 3, Article III.

C. If the Lot is owned by Lincoln Federal and Lincoln Federal constructs a Townhouse thereon, said Lot will not be brought into the Association without Lincoln Federal's written consent.

D. If Lincoln Federal sells any Lots to a third party contractor, said Lot will not be brought into the Association without the third party contractor's written consent.

Section 3.

A. Any of the above Outlots may in whole or in part be used as Common Areas, or for the construction of Townhouses. If any of said Outlots are to be used as Common Areas, said Common Areas may be conveyed to the Association, and if conveyed to the Association, said Common Areas will thereafter be maintained by the Association for the benefit of the Owners. The property that may be added for Lots and/or Common Areas includes all or part of: Outlot A, Block 1, Northview 3rd Addition; Lot 1, Block 1, Northview 4th Addition; and Outlot A, Northview 4th Addition;

B. If Townhouses are constructed on any of the Outlots, those Lots will only be brought into the Association pursuant to the provisions of Section 2 hereof;

all of the above Property being located in Lincoln, Lancaster County, Nebraska.

ARTICLE III

Voting Rights

The Association shall have two classes of voting membership:

Section 1. Class A members of the Association shall be all those Lot 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.

Section 2. Class B members of the Association shall be the Developer, and the Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Article II, provided that Class B membership shall cease and be converted to Class A membership when the total vote outstanding in Class A membership equals the total vote outstanding in Class B membership.

Section 3. No Owner of any Lot shall have any voting rights hereunder until the Lot becomes part of the Association. This occurs upon the happening of either of the following events:

- A. An occupancy permit has been issued by the appropriate governmental agency for the Townhouses being constructed on the Lot; or
- B. The Townhouse constructed upon the Lot has been sold by the developer-owner or contractor-owner to a third party owner.

ARTICLE IV

Property Rights in the Common Area

Section 1. Every Member shall have the right and easement of enjoyment in and to the Common Area and such right shall pass with the title to every Lot, subject to the following provisions:

- A. Subject to the provisions of Section 2 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 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, however, 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, 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.

Section 2. Any Member may delegate, in accordance with the By-Laws of the Association, the Member's right of enjoyment in the Common Area and facilities to the Member's family, tenants, or to contract purchasers who reside on the property.

ARTICLE V

Annual and Special Assessments

Section 1. Subject to the provisions of Section 9, The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association an annual assessment or charge together with such special assessments for capital improvements as may be fixed, established and created upon the Lots as hereinafter provided. Such annual and special assessments, together with interest thereon and costs of collection thereof, shall be a lien upon the Lot so assessed and shall be a continuing charge thereon, except as hereinafter provided. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person, persons or entity who is the Owner or are the Owners of such Lot at the time when any such assessment shall have become due. The personal obligations shall not pass to this successor in title unless expressly assumed.

Section 2. The assessments are to be levied by the Association for use exclusively to promote the safety, and welfare of the residents in the Property and in particular for the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Townhouses situated on the Property. The purposes for which such assessments may be levied shall include, but not limited to: constructing, operating and maintaining an underground sprinkler system serving the Lots and Outlots; contracting for snow removal for the sidewalks and driveways; contracting for lawn care and refuge service for the Lots and Outlots; maintaining the exterior of the improvements ("Townhouses") located on the Lots; providing adequate insurance of any and all types and amounts deemed necessary by the Directors of the Association; and provided such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association.

Section 3. The annual assessment with respect to each Lot shall be estimated by the Directors of the Association prior to the conveyance of the first Lot or the formation of the Association, whichever occurs later, and the assessments shall be payable in equal monthly installments. The Directors of the Association shall determine as of March 1 of each year whether or not a deficiency exists with respect to annual assessments and shall bill all Lot Owners at a uniform rate for any such deficiency with the April 1 monthly bill. Should the Directors declare that a surplus exists, a pro rata credit shall be given to each Owner on a uniform basis to be credited first against the April 1 payment and the excess credit to be given on payments due each succeeding month. The Directors are authorized to hold money in reserve without declaring that a surplus exists. On the 1st day of March in each year, the Directors shall also determine the assessment rate for the next ensuing year and shall apply the new annual assessment rate for monthly installments effect as of April 1 of each year. Monthly assessments shall be payable on or before the 10th day of each month, and shall be and become a lien as of the date of the annual assessment as hereinafter provided.

Written notice of the annual assessment shall be sent to every Owner immediately following the assessment date. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. In addition to the annual assessment authorized above, the Association may levy a special assessment for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Townhouse Lot or Outlot, including the necessary fixtures and personal property related thereto, provided that such special assessment shall have the consent of fifty-one percent (51%) of the votes of Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. Any such special assessment shall be payable in equal monthly installments together with the regular assessment installment over such period of time as the Directors of the Association may deem to be in the best interests of all of the Owners.

Section 5. All assessments, both annual and special, must be fixed at a uniform rate for all Lots upon which improvements have been located and occupancy permits have been issued. Until that occurs, the Board can assess a lower assessment against Lots not benefitting from monthly services such as snow and trash removal, mowing, and the like.

Section 6. Any assessments which are not paid when due shall be delinquent, and if not paid within thirty (30) days thereafter shall bear interest from the date of delinquency at the currently acceptable rate of interest selected by the Directors, and the Association may record a lien in the Office of the Register of Deeds, setting forth the amount due, the interest rate then being charged by the Association, and the date when the assessment was due. Once recorded, the Lot Owner is responsible for the lien, and said Lot Owner must pay the cost of recording the lien and releasing the lien before the lien is released. A copy of the recorded lien must be sent to the Lot Owner of record, by United States mail, postage prepaid. After the lien is filed, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot for the full amount of such assessment together with interest, costs of recording and releasing the lien, court costs, and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessment provided for herein by the sale or abandonment of his Lot.

Section 7. The lien of the assessments provided for herein shall be subordinate to a lien of any mortgage or mortgages executed and delivered in good faith and for a consideration. Sale or transfer of any Lot, whether or not subject to a mortgage or trust deed, shall not affect the assessment lien, but transfer of title to any Lot subject to a mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage exercising a power of sale under the Nebraska Trust Deed Act, or any legal proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessment with respect to payments thereof which became due prior to the said transfer, but shall not relieve the person who was the Owner at the time such assessment became due of personal liability therefore. No transfer of title by foreclosure or other legal proceedings shall relieve such Lot from liability for any assessment becoming due after such transfer of title or from the lien of such assessment.

Section 8. All properties dedicated to and accepted by the City of Lincoln and the Common Areas shall be exempt from all annual and special assessments of the Association.

Section 9. No assessment, either annual or special shall be due on any Lot until the conditions set forth in Section 3 of Article III have occurred, namely the Owner of the Lot has obtained voting rights hereunder.

ARTICLE VI.

Party Walls

Section 1. Each wall which is built as a part of the original construction of the Townhouses upon the Property and placed on the dividing line between the Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 2. Subject to the provisions of Section 4, the cost of reasonable repair and maintenance of a party wall shall be equally shared by the Lot Owners who make use of the wall unless the Directors establish a different percentage.

Section 3. Subject to the provisions of Section 4, if a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has used the wall may restore it, and the adjacent Owner shall equally contribute to the costs of restoration thereof unless the Directors establish a different percentage; subject however, to the right of any such Owner to call for a larger contribution from the adjacent owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The cost of restoration is subject to the following:

- A. If there is a dispute as to whether the adjacent Owner is making use of the wall after it has been restored, and therefore whether both Owners should or should not be equally responsible for the restoration costs, then either Owner may petition the Association to resolve the matter. The Directors shall make a determination as to whether the wall is being used and who is responsible for what restoration costs.
- B. If either Owner maintains that the percentage to be paid by either Owner should be less than or more than fifty percent (50%), then either Owner may petition the Association in writing and request such a determination.
- C. If the Directors fail to act, each Owner will then be liable for fifty percent of the cost associated for the construction or the repair.

Section 5. An Owner who by negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. If there is a dispute as to whether the wall was exposed, whether the exposure is the cause of all the resulting damage, then either party may petition the Directors and request such a determination.

Section 6. The parties further agree that if a party wall when built is not located on the property line, but is located on either Lot adjacent to the property line, then each Owner, one to the other, hereby grant an easement to the other and acknowledge the others right to lease or operate or generally utilize any part of the building improvement which may be on the others Property as a result of the location of said walls not being on the Property line until such time that said wall is replaced on the property line.

Section 7. The right of any Lot Owner to contribution from adjacent Owner under this Article shall be appurtenant to the land and shall pass to such Owners's successor in title.

Section 8. After the work is completed, the Owner or party performing the work shall present a bill for one-half of the cost of the work performed, to the adjacent Owner of the party wall. If the adjacent Owner fails to pay the same within fourteen (14) days, the party

contracting for said work can proceed against the adjacent Owner under the provision of Article XII. If this matter is presented to the Directors for further determination, then any collection effort will cease until the Directors have made their determination.

Section 9. Any determination of the Directors under this Article shall be final and binding on each Owner.

ARTICLE VII.

Architectural Control

Section 1. No exterior additions, including, but not limited to awnings, canopies, patios, enclosed patios, staining or painting, or change or alteration of any kind to any building, including but not limited to construction or placement of a fence, wall or other structures shall be made until the plans and specifications showing the nature, kind, shape, height, materials, color, 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, or by an architectural committee composed of three or more representatives appointed by the Directors. In the event that the Directors, or its designated committee, fails to approve or disapprove such design and location forty-five (45) days after such plans and specifications have been submitted to Directors or the Committee, then approval will not be required and this Article will be deemed to have been fully satisfied.

Section 2. No fence or wall shall be built, nor shall any out building be constructed or located on any Lot without obtaining the approval set forth in Section 1.

Section 3. Preapproval is hereby granted for the construction of a black chain-link fence to be constructed by any Lot Owner on his/her Lot.

ARTICLE VIII.

Exterior Maintenance

Section 1. In the event that an Owner of any Lot in the Property shall fail to maintain their Townhouse, any improvements situated thereon, and/or the grounds in a manner satisfactory to the Directors then the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot or the exterior of the Townhouse located thereon and/or and any other improvements erected thereon. The cost of such exterior maintenance shall become a lien against the real estate. Prior to commencing the work:

- A. The Owner of the Lot will be furnished in writing a list itemizing what needs to be maintained and/or repaired in order to bring the Townhouse or Lot up to the Association standards. The Lot Owner shall have thirty (30) days to complete said work.
- B. If the Lot Owner fails to perform the work, or if the work is started by the Lot Owner but said work is not being completed in a satisfactory

manner, or if the work is completed but not to the satisfaction of the Association, the Association has the right to complete the work.

- C. After the work has been completed by the Association, a copy of the statement showing the cost incurred by the Association shall be submitted to the Lot Owner who shall have fourteen (14) days to pay the same. If said Lot Owner fails to pay said statement, the Association can file a lien, under the provisions of Article V and/or Article XII.

Section 2. All Owners of Lots agree that if any Townhouse, or yard is maintained in an unsatisfactory condition, and the Lot Owner fails to repair or correct its condition, then the Association has the right to enter onto the Lot to correct and repair said condition. If the Lot Owner excludes any of the agents or employees of the Association, the Association has the right to proceed in Court to obtain an order allowing it to enter upon said Owner's Lot, for all court costs, and reasonable attorney fees if the Court rules in favor of the Association.

ARTICLE IX.

Services provided by the Association

Section 1. Each Lot will have an underground water sprinkler system thereon that is owned, operated, and maintained by the Association. The Association, its agents and employees are herein granted the right to enter upon the Lot at any time during day light hours to repair or maintain said system. Entry at other times is permitted in order to make emergency repairs only.

Section 2. Each Lot Owner agrees that it will not plant any trees, shrubs, bushes, tall plants, or fences in front of any sprinkler heads, blocking the sprinkler head from operating as it was intended to operate. If this occurs, said Lot Owner agrees to remove the planting or structure, or pay to have the sprinkler head moved to a new location at said Lot Owner's cost. If the Lot Owner fails to pay for said movement charge within thirty (30) days of receipt of a bill, the Association can perform the work and it can file a lien under the provisions of Article XII.

Section 3. If there is a common water meter(s), each Lot Owner shall pay their proportionate share of the water used by the lawn watering system as determined by the Association. This can be billed separately to each Owner, or include in part of the monthly assessments. If separately billed, but not paid within thirty (30) days, the Association can file a lien under the provisions of Section 6 of Article V as if this was an assessment.

Section 4. If the Common Area is being watered, the Association will be responsible for installing, maintaining the sprinkler system in the Common Area.

Section 5. The Association will provide the following services:

- A. Lawn service, including mowing, fertilization, weed control, sprinkler system, and the like for each Lot and the Common Areas. Lot Owners will not apply chemicals on their lawn without the Associations' approval; and
- B. Snow removal for sidewalks, driveways, and Common Areas.
- C. Refuse services.

Section 6. The cost of the above services (Section 4 and 5) will be included in the Associations' monthly assessment. If the same is not paid within fourteen (14) days after presentment, the Association shall have a lien for the amount of the bill, plus interest, and

the provisions of Section 6 and 7 of Article V will apply concerning filing of the lien, collection of the lien, and subordination of the lien as if this was an assessment.

Section 7. The Association, its agents and employees are also granted the right to enter upon the Lots at any time during day light hours to mow and maintain the lawns, do snow removal, collect rubbish, and to perform other services as set forth in this Article.

Section 8. Water and sewer bills for water used in each Townhouse will be paid directly by the Lot Owner.

ARTICLE X.

Roof and Guttering

Section 1. The repairs and replacement of townhouse roofs and guttering will be the responsibility of the Association at the Owner's cost

Section 2. Any Owner desiring to repair or replace his own roof or guttering, shall contact the Association requesting that said Owner be allowed to contract for and to pay for said repairs or replacement. The Owner shall furnish the Association with a sample of the roofing material or guttering, the name and address of the installer, description of the work to be performed, and an estimate when the work will start and be completed. The Directors can then make a determination as to whether said Lot Owner can proceed individually to perform said work at Owner's cost, or whether the work will be contracted for by the Association at the Owner's cost

Section 3. If not all the roofs or gutters need to be repaired or replaced, then only those Owners whose roofs or guttering are repaired or replaced will be assessed for the work performed. The Association will break down the bill as to each Lot, and submit an itemized bill to each Lot Owner.

Section 4. The bill for services rendered can be collected pursuant to the provisions of Article XII.

ARTICLE XI.

Easements

Section 1. The Easements over and across the Common Area shall be those shown on the recorded plat of the subdivision and each other easement that may be established pursuant to the provisions of this declaration.

Section 2. The following easements are granted:

- A. To the Association, its agents and employees to enter upon any Lot during daylight hours to do any inspections, or to perform any work that is allowed under these covenants; and
- B. To a Lot Owner to enter upon an adjoining Lot during daylight hours in order to maintain or repair a common or party wall.
- C. To the Association, its agents and employees to enter upon any Lot at any time if they consider an emergency exists in order to make an inspection and/or repairs. Before entering, reasonable attempts will be made to contact the Owner of the Lot that is to be entered.

ARTICLE XII

Collection of Bills

Section 1. Either the Association, or any individual Owner who performs any work under these covenants, has a right to collect for services performed. For any unpaid bills incurred by the Association, the Association may proceed under this Article to collect the same or the Association may proceed under Section 6 and 7 of Article V as if this unpaid bill was an assessment.

Section 2. The party performing said work shall provide the other Owner with an itemized statement of the cost for performing said work. If the other Owner (refusing party) fails to pay his or her share of the statement within fourteen (14) days, the party performing the work can pay the entire statement and file an affidavit in the Register of Deeds Office against the property, which affidavit will create a lien against the property until released. Said affidavit will state the following:

- A. The work done;
- B. An itemization of the costs to performing the work;
- C. Proof as to how and when the statement for services rendered was served on the refusing party. Said affidavit will create a lien for the work performed, at twelve percent (12%) interest from the date that the performing party paid the bill.
- D. The Affidavit along with an itemization of the costs will be recorded in the office of the Register of Deeds. Once recorded, the Lot Owner is responsible for the lien, and said Lot Owner must pay the cost of recording the lien and releasing the lien before the lien is released. A copy of the recorded lien must be sent to the Lot Owner of record, by United States mail, postage prepaid. After the lien is filed, the person filing the lien or the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property for the full amount of such itemized bill together with interest, cost and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the amount of the bill provided for herein by the abandonment of his Lot.

Section 3. After the lien has been on file for sixty (60) days, the party performing the work can foreclose the lien. Said lien will be foreclosed as any other lien under the laws of the State of Nebraska.

Section 4. No lien will be released until the amount due, with interest, has been paid in full. In addition, the cost of recording and releasing the lien, along with a reasonable attorneys fee must be paid.

ARTICLE XIII.

Use Restrictions

In addition to the restrictions and conditions set forth in Article IV, the use of the Common Area shall be subject to the following:

- 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.

- 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.

ARTICLE XIV.

General Provisions

Section 1. It shall be the general obligation and duty of the Association to properly maintain and repair all sidewalks, drives, parking islands, and all structures and improvements therein, in accordance with reasonable standards as generally required by the City of Lincoln, and 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. Both the Association and the City are hereby granted general easements over and across any Lot in order to accomplish the intent of this paragraph.

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

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 (see Article V, Section 7), shall upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed to the rights, duties and liability of the previous Owner 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.

- A. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall enure 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 unless revoked or amended by instruments signed by not less than sixty-seven percent (67%) of the Lot Owners, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years.
- B. The approval of eligible holders of first mortgages or first trust deeds on units to which at least fifty-one (51%) of the votes of the unit subject to a mortgage or trust deed appertain, shall be required to amend any provision of this covenant, which are for the express benefit of the holders or insurers of first mortgages or first trust deeds on units in this addition.

Section 5. Each member of the Association, by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to

covenant to maintain fire and extended coverage insurance on the improvements thereon, in an amount equal to the full insurable on the improvements thereon, in an amount equal to the full insurable value thereof. If a fire or other casualty damages a Townhouse but not the adjacent Townhouse, then any proceeds of such insurance from the damaged Townhouse shall be applied, to the extent required by the Association, to the repair or reconstruction of such damaged Townhouse. If both Townhouses are damaged to the extent that both Owners decide not to repair or replace their Townhouses, then each owner may keep their insurance proceeds after paying to remove the debris and restoring the Lot to a condition that it was prior to the Townhouses being constructed thereon. The Association will not maintain any insurance on the individual Townhouses or the contents located therein. A certificate of such insurance shall be supplied annually by each Lot Owner to the Directors.

Section 6. In the event that the Association, or 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 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 objects and purposes of this Declaration are being fulfilled. Provided, however, that in the event the Directors refuse to take any action, any Member may call a meeting upon thirty (30) days notice to all Members of the Association and the Members, by a quorum present and a majority vote of those present of such meeting, shall have the authority to direct the Directors to take action provided for in this article.

Section 7. In order to conduct the annual meeting and any special meetings, and/or any actions that legally bind the Association, a quorum shall consist of a minimum of fifty percent (51%) of the membership, either by Lot Owners being present in person or represented by proxy.

ARTICLE XV.

Miscellaneous

Section 1. No noxious or offensive activity shall be carried on or permitted upon any Lot within the properties, nor anything which is may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining Lots shall be permitted. No Lot will be used as a dumping ground for rubbish. All waste, garbage, and trash must be kept in sanitary containers.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose.

Section 3. No mobile homes, recreational vehicles, campers, trailers, boats, construction vehicles or equipment, and the like shall be parked overnight on the driveway of any dwelling or from more than 15 days in any calendar year. A pick-up truck or a van shall not be considered to be a construction vehicle, even if it has the name of an employer affixed to the vehicle. No other part of the Lot will be used for parking and/or storage of vehicles or equipment without the Associations' written permission. No vehicles will be disassembled or repaired on the driveway unless they are reassembled within forty-eight (48) hours of the time they were disassembled.

Section 4.

- A. All electrical services, cable, and telephone lines shall be placed underground, and no outside lines shall be placed overhead.

- B. No exterior receiving or transmitting radio or television antenna and/or satellite dishes shall be constructed, erected, installed or placed on any of the Lots.
- C. The parties agree that small dish satellite T.V. antennas which are approximately 12-24 inch in diameter are acceptable. The Association will adopt a list of commercial T.V. satellite dishes that are acceptable for placement on the ground or on the Townhouses. No satellite dishes exceeding 24 inches in diameter are allowed without the Association's written consent. The Association must also approve the placement of the dish satellite T.V. antennas.

Section 5. In the event the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, the term shall be reduced to a maximum period of time which shall not be violate the rule against perpetuities as set forth in the laws of the state of Nebraska.

Section 6. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 7. The covenants herein shall extend to and be binding upon the heirs, assignees, executors, administrators, or successor, of the Developer and the individual owners of each Lot.

Section 8. The bold paragraph headings are provided for convenient purposes only and are not to be considered as defining or limiting in any way the scope or content of the provisions contained therein.

Section 9. Throughout this document, the plural shall mean the singular, and the singular shall mean the plural. The masculine shall mean the feminine and neuter, and vice versa.

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

LINCOLN FEDERAL SAVINGS BANK OF
NEBRASKA, a corporation

By: 

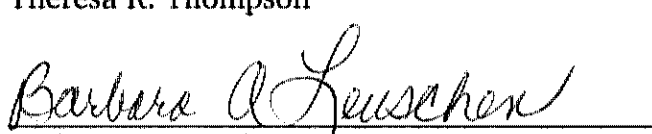
Name: Leo J. Schumacher, President

REGAL BUILDING SYSTEMS, INC., a Nebraska
corporation

By: 

Name: Dan Klein, Sr., President


Theresa R. Thompson


Barbara A. Leuschen

Nicholas Leuschen
Nicholas Leuschen

Loretta R. Metcalf
Loretta R. Metcalf

Brenda Vachal
Brenda Vachal

Kerry Anderson
Kerry Anderson

Loren A. Damon
Loren A. Damon

Sheila K. Damon
Sheila K. Damon

Jerald R. Garrison
Jerald R. Garrison

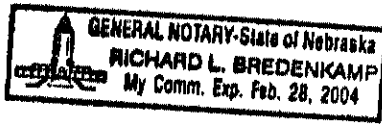
Cindy L. Garrison
Cindy L. Garrison

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

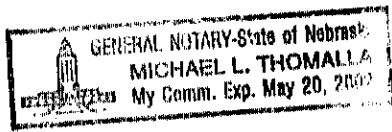
Before me, a notary public qualified for said county, personally came Leo J. Schumacher, President of Lincoln Federal Savings Bank of Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Lincoln Federal Savings Bank of Nebraska.

WITNESS my hand and notarial seal this 9 day of OCTOBER, 2001.

Richard L. Bredenkamp
Notary Public

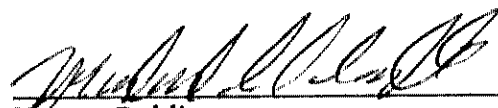


STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



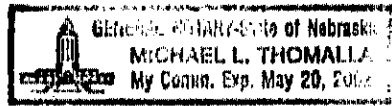
Before me, a notary public qualified for said county, personally came Dan Klein, Sr., President of Regal Building Systems, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Regal Building Systems, Inc.

WITNESS my hand and notarial seal this 9th day of October, 2001.



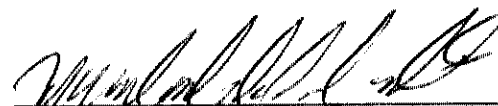
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



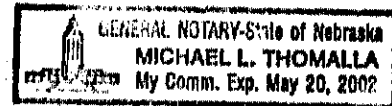
Before me, a notary public qualified for said county, personally came Theresa R. Thompson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 15th day of October, 2001.



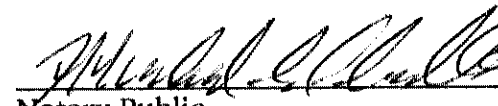
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



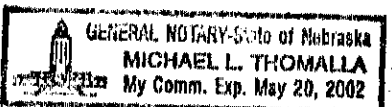
Before me, a notary public qualified for said county, personally came Barbara A. Leuschen, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 13th day of November, 2001.



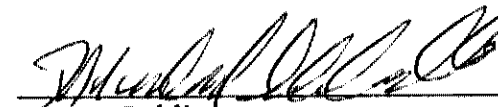
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



Before me, a notary public qualified for said county, personally came Nicholas Leuschen, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 13th day of November, 2001.



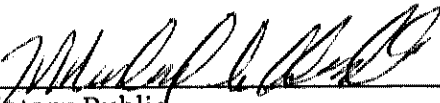
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



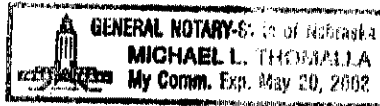
Before me, a notary public qualified for said county, personally came Loretta R. Metcalf, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.



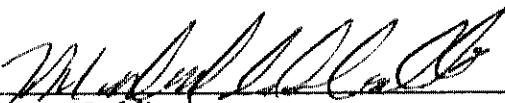
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



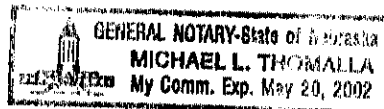
Before me, a notary public qualified for said county, personally came Brenda Vachal, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.



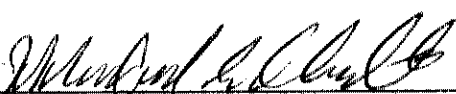
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



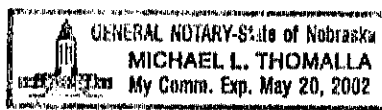
Before me, a notary public qualified for said county, personally came Kerry Anderson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 13 day of November, 2001.




Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



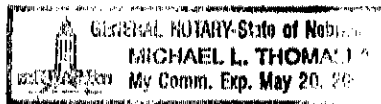
Before me, a notary public qualified for said county, personally came Loren A. Damon, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.



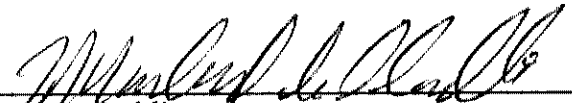
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

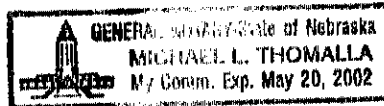


Before me, a notary public qualified for said county, personally came Sheila K. Damon, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

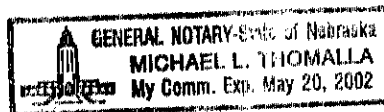


Before me, a notary public qualified for said county, personally came Jerald R. Garrison, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.



Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)



Before me, a notary public qualified for said county, personally came Cindy L. Garrison, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October, 2001.


Notary Public

h: Regalton\Declarations & Covenants

