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Pioneer Greens Declaration of Easements and Maintenance Covenants

The undersigned (collectively, the "Declarant") are the fee simple owners of certain real property being developed for (i) single family residential, (ii) townhome residential and (iii) office use, located on the southeast corner of 84th Street and Pioneers Boulevard, Lincoln, Nebraska, and legally described as follows:

Single Family Residential: (herein referred to as "Single Family Property")

Lots 1 - 6, Block 1, Pioneer Greens Addition, Lincoln, Lancaster County, Nebraska;
Lots 1 - 39, Block 2, Pioneer Greens Addition, Lincoln, Lancaster County, Nebraska;
Outlot "B", Pioneer Greens Addition, Lincoln, Lancaster County, Nebraska.

Townhome Residential: (herein referred to as "Townhome Property")

Lots 40 - 80, Block 2, Pioneer Greens Addition, Lincoln, Lancaster County, Nebraska;
Outlot "C", Pioneer Greens Addition, Lincoln, Lancaster County, Nebraska.

Office: (herein referred to as "Office Property")

Lots 1 - 13, Pioneer Greens 1st Addition, Lincoln, Lancaster County, Nebraska;
Outlot "A", Pioneer Greens 1st Addition, Lincoln, Lancaster County, Nebraska;

(collectively the Single Family Property, Townhome Property, and Office Property are herein referred to as "Property").

WHEREAS, the Property has been platted via the appropriate platting process through the City of Lincoln, Nebraska, as follows:

Plat known as "Pioneer Greens Addition", filed as Inst. No. 99-23150 with the Lancaster County Register of Deeds; a reduced excerpt from which is attached hereto as Exhibit "A"; and

Administrative Final Plat known as Pioneer Greens 1st Addition, filed as Inst. No. 99-047415 with the Lancaster County Register of Deeds, a reduced excerpt from which is attached hereto as Exhibit "B";

WHEREAS, the Declarant intends by this instrument to establish certain easements to help effect the orderly and integrated development of the Property;

NOW, THEREFORE, the Declarant does hereby establish and grant, for itself, and all future owners within the Property, the following easements and covenants.

1. DEFINITIONS

As used herein, the following capitalized terms shall have the following meanings. Capitalized terms not defined below shall have those meanings set forth in the Restrictive Covenants filed with the Lancaster County Register of Deeds for the Single Family Property, the Townhome Property, or for the Office Property, as applicable.

- A. "Property" - the property legally described above.
- B. "Declarant" - The fee simple owners of the Property as of this date, and their respective successors in interest:

<i>Name of Declarant</i>	<i>Property Owned</i>
Pioneer Greens, L.L.C. , a Nebraska limited liability company	All of the Property, except Lot 33, Block 2 of Single Family Property
Prairie Homes Builders, Inc., a Nebraska corporation	Lot 33, Block 2 of Single Family Property

- C. "Lots" or "Lot" - any designated portion of the Property as shown on the Plat for the Property with the exception of commons and streets.
- D. "Lot Owner" - the owner or owners of record of any Lot located in the Property.
- E. "Homeowners' Association" - Pioneer Greens Homeowners' Association, Inc., a Nebraska nonprofit corporation.
- F. "Townhome Association" - Pioneer Greens Townhome Association, Inc., a Nebraska nonprofit corporation.
- G. "Office Association" - Pioneer Greens Office Park Association, Inc., a Nebraska nonprofit corporation.
- H. "Association" - Homeowners' Association, Townhome Association, or the Office Association (collectively, the "Associations").
- I. "Homeowners' Commons" - Outlot B of the Single Family Property.

- J. "Townhome Commons" - Outlot C of the Townhome Property.
- K. "Office Commons" - Outlot A of the Office Property.
- L. "Common Area" shall be deemed to mean the Homeowners' Commons, Townhouse Commons, or Office Commons, together with appurtenant areas having maintenance obligations arising from the Plat, the Special Permit, or the Use Permit.
- M. "Declaration" - this "Pioneer Greens Declaration of Easements and Maintenance Covenants" and all amendments and modifications thereto from time to time.
- N. "Plat" - the Plats of the Property, as they now exist or may be amended, modified or replatted from time to time.
- O. "Restrictive Covenants" - The Restrictive Covenants filed with the Lancaster County Register of Deeds against the Property, as they may now exist or hereafter be amended or modified from time to time.
- P. "Special Permit" - Special Permit No. 1722, granted by Resolution No. A-78897, adopted by the City Council of Lincoln, Nebraska, on July 20, 1998, as it may now exist or hereafter be amended or modified from time to time.
- Q. "Use Permit" - Use Permit No. 108, granted by Resolution No. A-78896, adopted by the City Council of Lincoln, Nebraska, on July 20, 1998, as it may now exist or hereafter be amended or modified from time to time.

2. EASEMENTS

The following easements are in addition to those described on the Plat and are subject to all Restrictive Covenants placed upon the Property.

- A. The Declarant hereby grants to every Lot Owner and such Lot Owner's tenants, invitees, licensees and guests a non-exclusive right and easement of enjoyment in, access to, parking on, and use of the Office Commons, which easement shall be appurtenant to and shall pass with the title to such Lot.
- B. The Declarant hereby grants to the members of the Homeowners' Association and their tenants, invitees, licensees and guests a non-exclusive right and easement of enjoyment in, access to, and use of the Townhome Commons.
- C. The Declarant hereby grants to the members of the Townhome Association and

their tenants, invitees, licensees and guests a non-exclusive right and easement of enjoyment in, access to, and use of the Homeowners' Commons.

- D. The Declarant hereby grants to the Associations an easement in the Common Area for service, alteration and maintenance of the Common Area.

3. RIGHTS IN COMMONS

The easements granted herein and rights of those allowed to use a Common Area are subject to:

- A. The rights of an Association to borrow money for the purpose of improving its Commons and to mortgage its Commons.
- B. The rights of an Association to take any steps reasonably necessary to protect a Commons against foreclosure.
- C. The rights of an Association to suspend the use of its Commons by any member for any period during which an assessment remains unpaid, and for a period not to exceed thirty days for any infraction of the published rules and regulations governing the use of a Commons.
- D. The right of an Association 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.
- E. The right of an Association to establish rules and regulations from time-to-time regarding the use of the Commons.

4. COVENANT TO MAINTAIN and ALLOCATION OF COSTS

In consideration of the mutual easements granted above, the Lot Owners, by acceptance of a deed to any Lot, and the undersigned Associations, hereby covenant to maintain the Common Area. Such covenant shall include the obligation either to pay directly, or to contribute by and through their respective Associations, the following proportions of the following costs of maintenance of the Common Area:

	Homeowners' Association	Townhome Association	Office Association
1. Outlot "B", dry cell in NE corner of Property	100%		
2. Lot 80, Block 2, Pioneer Greens Addn, recreational lot		100%	
3. Median in South 85 th Court		100%	
4. All of Outlot "A" of Office Property and public right-of-way abutting Outlot "A" (including lawn care, parking lot and sidewalk maintenance, but not sidewalk snow removal along 84 th Street or Pioneers Blvd.--see item 10 below) except retention/detention cell			100%
5. Retention/Detention Cell in Outlot "A" - maintenance and upkeep of waterway and plantings immediately surrounding the Cell	12.5%	12.5%	75%
6. Medians in Mandarin Drive	12.5%	12.5%	75%
7. Medians in South 86 th Street	12.5%	12.5%	75%
8. Roundabout in 86 th Street	12.5%	12.5%	75%
9. Ground Signs - both sides of 86 th Street; and both sides of Mandarin Drive	12.5%	12.5%	75%
10. Public Sidewalks along Property perimeter on 84 th Street and Pioneers Blvd. - snow removal	12.5%	12.5%	75%
11. Sidewalks along south side of Mandarin Drive, between 84 th Street and east boundary of Townhome Property		100%	
12. Sidewalks located on any residential Lot within the Property - responsibility of each Lot Owner			
13. 84 th Street Fence abutting Townhomes		50%	50%
14. Landscaping along 84 th Street between south Property line and Mandarin Drive		100%	
15. Pioneers Blvd. Fence, if any, abutting Single Family Property	50%		50%
16. Landscaping along Pioneers Blvd. between 86 th Street and east Property line	100%		

Dated this 13th day of October, 1999.

PIONEER GREENS, L.L.C., a Nebraska limited liability company

By: Lin-Keo Investment Co., L.L.C., Manager

By: Donald W. Linscott
Donald W. Linscott, member

By: Michelle E. Keogh
Michelle E. Keogh, member

PRAIRIE HOMES BUILDERS, INC., a Nebraska corporation; Owner of Lot 33, Block 2, Pioneer Greens Addition

By: Steven Champoux
Steven Champoux, President

PIONEER GREENS HOMEOWNERS' ASSOCIATION, INC., a Nebraska nonprofit corporation

By: Kevin T. Rhodes
Kevin T. Rhodes, President

PIONEER GREENS TOWNHOME ASSOCIATION, INC., a Nebraska nonprofit corporation

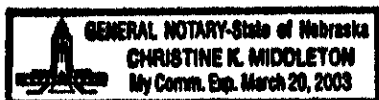
By: Kevin T. Rhodes
Kevin T. Rhodes, President

PIONEER GREENS OFFICE PARK ASSOCIATION,
INC., a Nebraska nonprofit corporation

By: Kevin T. Rhodes
Kevin T. Rhodes, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

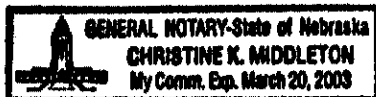
The foregoing instrument was acknowledged before me this 13th day of October, 1999, by Donald W. Linscott and Michelle E. Keogh, members of Lin-Keo Investment Co., L.L.C., a Nebraska limited liability company that is the Manager of Pioneer Greens, L.L.C., a Nebraska limited liability company, on behalf of both such companies.



Christine K. Middleton
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

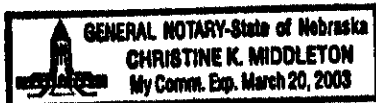
The foregoing instrument was acknowledged before me this 13th day of October, 1999, by Steven Champoux, President of Prairie Homes Builders, Inc., a Nebraska corporation, on behalf of the corporation.



Christine K. Middleton
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

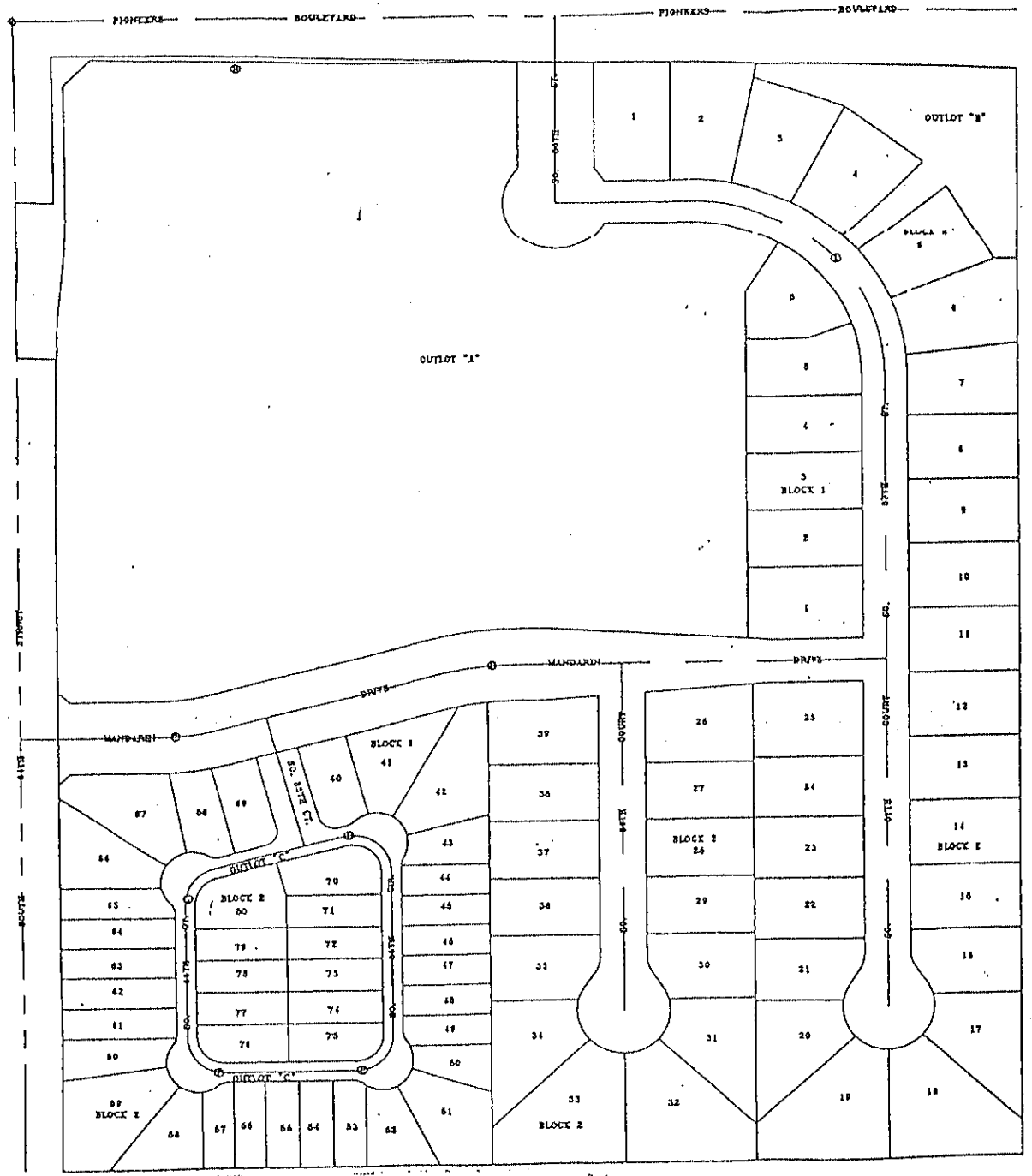
The foregoing instrument was acknowledged before me this 13th day of October, 1999, by Kevin T. Rhodes, President of Pioneer Greens Homeowners' Association, Inc., Pioneer Greens Townhome Association, Inc., and Pioneer Greens Office Park Association, Inc., all Nebraska nonprofit corporations, on behalf of each respective nonprofit corporation.



Christine K. Middleton
Notary Public

PIONEER GREENS ADDITION FINAL PLAT

Exhibit "A"



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