

Dawn Galt
REGISTERED DEEDS

INST. NO 2000

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DECLARATION OF RESTRICTIVE COVENANTS

EDENTON NORTH 5th ADDITION

This Declaration of Restrictive Covenants - Edenton North 5th Addition ("Restrictive Covenants") is made this 31st day of August, 2000, by The Lincoln Land and Mortgage Company ("Owner").

- A. Owner is the owner of the following described real estate:

Lots 1 through 28, Block 1; Lots 1 through 17, Block 2; Lots 1 through 14, Block 3; Edenton North 5th Addition Lincoln, Lancaster County, Nebraska.
- B. Owner desires to encumber the Properties with these Restrictive Covenants to provide for the continuity of the Edenton North neighborhood and the common welfare of the property.

NOW, THEREFORE, Owner declares and established the following covenants upon the Properties:

1. **Use.** No lot within the Properties shall be used for any use other than for residential purposes, which for the purposes of these Restrictive Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No lot within the Properties shall be used for any commercial use for childcare, daycare, preschool, or similar use, regardless of whether such commercial use has employees upon the premises.
2. **Setbacks.** No dwelling shall be located on any of the Properties nearer than twenty (20) feet to the front lot line nor nearer than five (5) feet to the side lot line, except; Lots 6 through 13, Block 2, shall be no nearer than twenty-five (25) feet to the front lot line nor nearer than seven and one-half (7.5) feet to the side lot line. The setbacks and side yard restrictions described herein may be modified in writing by Owner prior to the commencement of construction. No dwelling on a corner lot shall be located nearer than twenty (20) feet to the side street.
3. **Completion of Construction.** Any dwelling constructed on any of the Properties shall be completed within twenty-four (24) months after the commencement of construction. If no construction has been commenced upon a lot within the Properties within two (2) years after the conveyance of such lot by Owner, then Owner shall have the automatic right and option to repurchase such lot for the same purchase price paid to Owner. Such option of Owner to repurchase such a lot may be exercised by Owner at any time upon expiration of the two (2) year period and prior to the commencement of construction upon such lot.
4. **Antennas.** No wiring, antennas or satellite dish for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such wiring, antennas, or satellite dish is enclosed within a structure. A satellite dish not to exceed twenty-four (24) inches in diameter may be attached outside the dwelling in a location not visible from the front street. Placement of said satellite dish is subject to the approval of The Lincoln Land Mortgage Company. Upon the sale and deeding of the last lot in the addition by The Lincoln Land and Mortgage Company, these approval rights shall terminate.
5. **Approval of Plans.** Plans for any dwelling or other improvement including, but not limited to storage sheds, kennels, playhouses, etc. to be placed or constructed upon any lot within the Properties shall be submitted to The Lincoln Land and Mortgage Company and shall show the design, size and exterior material and color for the building or improvement and the lot, together with degree of slope of driveway in relation to elevation of curb or sidewalk. Accessory structures shall be of compatible material and design with the residence and accompanied by a landscape design plan. One set of plans shall be left on file with The Lincoln Land and Mortgage Company. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from The Lincoln Land and Mortgage Company. Written approval or disapproval of the plans shall be given by The Lincoln Land and Mortgage within 14 days after receipt thereof. Upon disapproval, a written statement of the ground for disapproval shall be provided. The Lincoln Land and Mortgage Company shall have the exclusive right to disapprove the plans if, in The Lincoln Land and Mortgage Company opinion, the plans do not conform to the general standards of development with the Properties. Upon the sale and deeding of the last lot in the addition by The Lincoln Land and Mortgage Company, these approval rights shall terminate; except, for the members of the Homeowners Association, these rights shall revert to the Homeowners Association.

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The minimum finished floor area, exclusive of basements and garages for a dwelling shall be as follows:

- a) single story ranch style - 1,800 square feet
- b) two story - 2,500 square feet with a minimum of 1,250 square feet on the first floor
- c) one and a half story - no less than a combined total of 2,150 square feet on the first and second floor with a minimum of 1,500 square feet on the first floor
- d) split entry or raised ranch - no less than 1,800 square feet on the main floor area
- e) bi-level split entry - no less than 1,800 square feet on the main floor including the raised living level
- f) tri-level split entry - no less than 2,000 square feet total on the main floor including the raised living levels.
- g) townhome - floor plan area and elevation approval by owner
- h) patio home - floor plan area and elevation approval by owner.

All measurements shall be with regard to the ground floor areas or first floor or main area of the residence as defined herein, exclusive of patios, porches, carports, garages, basements, walkout basement, daylight basements, and lower levels, whether finished or not.

Active solar energy panels shall be flush with the roof or side wall of the dwelling and shall not be located in any yard or upon accessory buildings.

Any foundation exposure in excess of 2 1/2 feet shall be brick veneered or have an approved facing.

All buildings shall be placed or constructed upon any lot in conformance with the general plan for the development of the Properties. All grades and slopes shall be in conformance to those approved by the City of Lincoln.

6. **Drainage.** All grading has been or shall be completed in compliance with the land subdivision ordinance of the Lincoln Municipal Code and has been or shall be inspected and approved by the City of Lincoln. Approved drainage patterns established by grading must be maintained permanently. Finish grading by the purchaser of a lot shall comply with the approved drainage pattern. If the purchaser of a lot changes the drainage pattern, purchaser shall be liable for all damages to the property or adjacent properties and shall be required to re-establish the approved drainage pattern.
7. **City Requirements.** All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks shall be installed by the purchaser as required by the City of Lincoln, Nebraska.
8. **Temporary Structures.** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or a permanent residence.
9. **Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.
10. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties. However, The Lincoln Land and Mortgage Company or Subsequent Owner may erect signs advertising a single lot or home for sale upon any lot.
11. **Storage.** No side yard nor front yard shall be used for storage purposes; except a side yard may be used for storage if adequately screened with an approved material and written approval is received from Owner or Its Successor. No motorized vehicle, boat, trailer, or other object may be parked in the front yard other than on the driveway originally provided.
12. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose. No animal may be kept on any lot within the Properties that may become an annoyance or nuisance to the neighborhood or unreasonably disturbs the quiet of the occupants of adjoining lots.
13. **Common Utility Lines.** When any utility line shall be constructed on two or more adjoining lots within the properties, each title holder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve the titleholder from any liability which such titleholder may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.
14. **Recreational Vehicles.** No campers, trailers, boats or recreational vehicles, as defined by The Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
15. **Hedges & Fences.** No walls, fences or hedges which will exceed two (2) feet in height may be constructed, placed or planted in that area within the front yard setback required herein or in the case of corner lots within the setback required for the front yard and the side street side of the corner lot.
16. **Sidewalks.** Purchasers of a lot or lots shall be responsible for and shall install and pay for public sidewalks parallel to each street which adjoins the lot, which said sidewalks shall be constructed at the time of the construction of the residence or whenever required by the City of Lincoln, whichever first occurs. Purchasers of a lot or lots shall indemnify and save the Developer harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which adjoins the lot purchased by purchasers.

17. **Commons Area.** Outlot "C" Edenton North 3rd Addition and Outlot "A" Edenton North 5th Addition; except, that portion of Outlot "A" abutting Lucile Dr. and directly south of Lot 1, Block 1, Edenton North 3rd Addition.
18. **Entry-Way:** Outlot "F" Edenton North 3rd Addition and that portion of Outlot "A" Edenton North 5th Addition abutting Lucile Dr. and directly south of Lot 1, Block 1, Edenton North 3rd Addition.
19. **Homeowner's Association.** Every person or entity who is or shall become a record owner of a fee or undivided fee interest in Lots 15 through 28, Block 1; Lots 4 through 15, Block 2, of this Addition shall be a Class "A" and Class "B" member of Edenton North Homeowner's Association (the Corporation) when building improvement is completed on any developed lot or two (2) years from obtaining building permit whichever occurs first, the property shall automatically become a member of the Homeowner's Association; provided however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each member of the Corporation shall be entitled to all rights and duties of membership and to one vote for each lot or living unit in which the interest requisite for membership is held; provided however, that no more than one vote shall be cast with respect to any such lot or living unit.

Each Class "A" member of the Corporation shall have the right to use and enjoy the Commons owned by the Corporation in Edenton North Addition, Lincoln, Lancaster County, Nebraska and shall have an easement over and upon the Commons for the enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership.

Every person or entity who is or shall become a record owner of a fee or undivided interest in the Edenton North Additions shall become a Class "B" member for the purpose of maintaining the Entry-Way.

Owner shall convey the Commons and Entry-Way area to the Edenton North Homeowners Association (the Corporation), free from encumbrance, at such time that 50% of the Class "A" Membership lots in Edenton North 3rd, 4th, 5th, 6th, and 7th have received building permits.

The rights and easements of the members of the Corporation in and upon the Commons shall be subject to the following:

- a) The right of the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of any recreational facilities within Commons by the members, and if necessary, to open such facilities to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all rights of the members hereunder shall be fully restored provided however, that any such mortgage shall be approved by the affirmative vote of 51% of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, provided notice of the proposed mortgage be contained in the notice of such special meeting.
- b) The right of the Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.
- c) The right of the Corporation, as provided in its Articles of Incorporation and Bylaws to suspend the enjoyment of such facilities by any member for any period not to exceed 30 days for any infraction of the published rules and regulations governing the use of such facilities.
- d) The right of the Corporation to charge reasonable admission and other fees for the use of such facilities.
- e) The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the members, provided however, that any such dedication or transfer shall be approved by the affirmative vote of 51% of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members provided notice of the proposed dedication or transfer be contained in the notice of such special meeting.

Each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. Such annual and special assessments shall be uniform as to each lot or living unit within the Homeowners Association of Edenton North Addition, Lincoln, Lancaster County, Nebraska. Each such assessments shall be the personal obligation of the member who is, or was, the record owner of the lot or living unit assessed at the time of such assessments, shall bear interest at the rate of 10% per annum until paid and, when shown of record, shall be a lien upon the lot or living unit assessed.

The lien of any annual and special assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

Annual and special assessments for the administration and maintenance of the Commons may be made by the Board of Directors of the Corporation. Special assessments for capital improvements may be made by the Board of Directors provided however, that any such special assessments shall have been approved by the affirmative vote of 51% of the members affected and entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members provided notice of such special assessment be contained in the notice of such special meeting.

Upon acceptance of the deed to the Commons and Entry-Way, the Edenton North Homeowner's Association agrees to assume the obligation of The Lincoln Land and Mortgage Company to comply with the conditions of approval of Edenton North Fifth (5th) Addition regarding continuous and permanent maintenance of the common areas and private improvements.

20. **Additions.** The Lincoln Land and Mortgage Company may add additional contiguous or adjacent real estate to the Properties, at any time. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate.
21. **Amendments.** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. The Lincoln Land and Mortgage Company may modify the covenants at any time prior to sale of the last lot in the subdivision. Afterwards, these restrictive covenants may be terminated or modified in writing at any time by the owners of 51% of the lots within the Properties.
22. **Enforcement.** The enforcement of these restrictive covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by The Lincoln Land and Mortgage Company, may be to enforce any lien or obligation created hereby.

The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Common and Entry-Way areas and private improvements. In the event the Edenton North homeowner's Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Common and Entry-Way areas and private improvements.

23. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated August 31, 2000

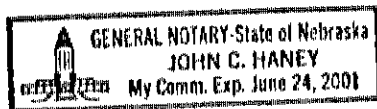
THE LINCOLN LAND AND MORTGAGE COMPANY

By: Gerald H. Maddox
Gerald H. Maddox, Chairman/CEO

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came Gerald H. Maddox, Chairman/CEO of The Lincoln Land and Mortgage Company, a Corporation, known to me to be the Chairman/CEO and identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on August 31, 2000



John C. Haney
Notary Public

My commission expires 6-24, 2001

EDENTON NORTH 5th ADDITION

RESTRICTIVE COVENANTS APPROVAL

The foregoing Declaration of Restrictive Covenants are hereby approved by the City of Lincoln, City Attorney's Office, for the limited purpose of consenting to the transfer of maintenance responsibilities from the Owner to the Homeowner's Association.

Dated September 7, 2000.

CITY OF LINCOLN, NEBRASKA

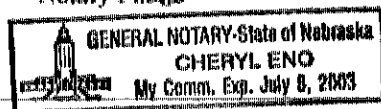
By: Ernest R. Peo, III
Title: Chief Assistant City Attorney

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came Ernest R. Peo, III,
of the City of Lincoln, City Attorney's Office, the identical person who signed the foregoing
instrument, and acknowledge an execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on Sept. 7, 2000.

Cheryl Eno
Notary Public



My commission expires

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