



After recording return to:  
Seacrest & Kalkowski, PC, LLO  
1128 Lincoln Mall, Suite 105  
Lincoln, NE 68508

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
GARDEN VIEW AT VINTAGE HEIGHTS**

THIS DECLARATION is made and entered into as of this 17 day of September, 2020, by Pine Lake Development, L.L.C., a Nebraska limited liability company, hereinafter referred to as the “Declarant”.

**ARTICLE I**  
**DEFINITIONS**

Unless defined elsewhere in this Declaration, the following terms are defined below:

“**Additional Property**” shall mean any real property and improvements lying adjacent to or in close proximity to the Property, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 1 of Article VI below.

“**Association**” shall mean the Garden View Southeast Homeowners Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

“**City**” shall mean the City of Lincoln, Nebraska, a political subdivision.

“**Common Area**” shall include the Cottage Common Area, Private Drive and Parking, and all landscaped medians and cul-de-sac/eyebrow islands that are located in public streets that serve the Property.

“**Cottage Common Area**” shall include the real property identified as Cottage Common Area on Exhibit “A”, which is attached hereto and incorporated herein by this reference.

“**Cottage Lot**” or “**Cottage Lots**” shall mean all Lots located within the Property that are identified as “Cottage Lots” on Exhibit “A”.

“**CUP**” shall mean the Garden View at Vintage Heights Community Unit Plan approved by the City of Lincoln, Nebraska as Special Permit No. 20003, as the same may be amended.

“**Declarant**” shall mean Pine Lake Development, L.L.C., a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the Property.

“**Lot**” or “**Lots**” shall mean all lots now or hereafter located on the Property which are shown on any final plat of all or any portion of the Property that has been filed with the Lancaster County Register of Deeds, and shall include all the Cottage Lots and Townhome Lots now or hereafter located within the Property.

“**Lot Owner**” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered the “Lot Owner” for purposes of this Declaration.

“**Member**” shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

“**Private Drive and Parking**” shall mean the common drive and parking located upon the real property identified on Exhibit “A”.

“**Property**” shall mean all of the real property legally described on Exhibit “A”.

“**Townhome Grounds**” shall mean and include all of the Townhomes Lots except that portion upon which a single family dwelling is located.

“**Townhome Lot**” or “**Townhome Lots**” shall mean all Lots located within the Property that are identified as “Townhome Lots” on Exhibit “A”.

## **ARTICLE II** **DECLARATION**

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is, and shall be, subject to all and each of the following conditions and other terms.

**ARTICLE III**  
**VINTAGE HEIGHTS RESTRICTIVE COVENANTS**

Each Lot Owner acknowledges by acceptance of a deed to a Lot, that the Lot is subject not only to this Declaration, but also to Restrictive Covenants which impose additional financial obligations on the Lot Owner for Commons within the Vintage Heights development, and establish membership in and the governing structure for the Vintage Heights Homeowners Association, all as set forth in the Restrictive Covenants.

**ARTICLE IV**  
**RESTRICTIONS AND COVENANTS**

1. Use. No Lot within the Property shall be used other than for residential purposes, which for the purposes of this Declaration shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No Lot within the Property 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. General Standards for Dwelling Structures. The following general standards of development shall guide the Declarant in the review of any plans for dwelling structures submitted for approval within the Property. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Declarant shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Property:

- a. Minimum Floor Area. The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks or enclosed decks, shall be as follows:
  - i. Townhome: 1100 square feet
  - ii. Cottage: 980 square feet
  
- b. Exterior Finish.
  - i. Approval. All exterior finish materials and colors shall be approved by the Declarant at the time of plan approval. Exterior colors shall be of an earth tone shade.
  - ii. Front Elevation. The front elevation of any dwelling shall be faced with a minimum of thirty percent (30%) brick or natural stone.
  - iii. Exposed Foundation. The front elevation of any exposed foundation wall(s) shall be constructed or faced entirely with brick, natural stone or siding. The side elevation of any exposed foundation wall(s) shall not exceed an average of 24 inches. Any foundation exposure in excess of 24 inches shall be brick veneered or have an approved facing and shall be painted to match siding

- iv. Roof Pitches and Materials. All roof pitches shall be a minimum of 4:12 or as may be dictated by a unique architectural style. Roofing materials shall be equal to or better than architectural grade material which provides an appearance of depth such as the horizon shingle with a minimum 30 year warranty.

3. Erosion Control. Lot Owners shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles.

a. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant or Association shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting lots, sidewalks, or into any street or private roadway. If upon notice from Declarant or Association to repair, maintain, or take additional measures to control erosion the Lot Owner or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant or Association may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum or the maximum rate allowed by law, whichever is less, until paid.

b. Each Lot Owner acknowledges that by acceptance of a deed to a Lot, the Lot Owner automatically assumes responsibility for continuing compliance with the NPDES SWPPP permit requirements relating to the Lot, including, but not limited to, proper maintenance of erosion control structures in place. Prior to commencement of any construction activity on the Lot, the Lot Owner shall:

i. Submit an Individual Lot Notice of Intent (NOI) and Storm Water Pollution Prevention Plan for the lot to the City of Lincoln Building and Safety Department.

ii. Provide Declarant with a copy of said individual Lot NOI and SWPPP.

c. Any liability associated with noncompliance of the NPDES SWPPP Permit or Individual Lot NOI and SWPPP relating to the lot after the date it has been transferred by Declarant shall be the sole responsibility of the Lot Owner and no responsibility shall accrue to Declarant.

4. General Standards for Improvements and Structures Other than Dwellings. The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling within the Property. Written approval for other improvements and structures is not required but shall comply with these standards. The Declarant, Association and Members of the Association shall have the right to enforce these standards.

a. Fencing. Fencing on any Lot shall be as approved by Declarant or the Association. Fencing on a Townhome Lot shall not be constructed closer to the street

than the front elevation of any dwelling and shall be constructed with the finished side facing the lot line.

b. Accessory Structures. Prior to installation, all accessory structures shall be approved by the Declarant or the Association. The Declarant or the Association shall have the exclusive right to disapprove of the accessory structures, if in the Declarant's or the Association's opinion, the accessory structures do not conform to the general standard of development in the Property.

c. Dog Kennels. The location of any dog run or kennel shall be as approved by Declarant or the Association, and must be adequately screened from view. Dog runs and kennels shall not be located in the front yard or side yard setback on any Townhome Lot.

d. Satellite Dish. Any satellite dish shall have a diameter of 24 inches or less and be located and screened so as to be as unobtrusive as is reasonably possible.

e. Landscaping: All front, side and rear yard areas shall be seeded upon completion of any dwelling constructed within the Property or as soon thereafter as reasonably possible.

f. Solar Panels. Any solar panels or equipment placed or constructed on any dwelling or outbuilding shall be mounted flush with the roof line of such structure or building. No solar panel or equipment shall be located or placed along any structure's or building's exterior walls or sides, nor placed or located on any improvement or on the surface of the ground

5. Party Walls. Each wall which is built as a part of the original construction of a dwelling within a Townhome Lot and placed on the dividing line between two adjoining Lots shall constitute a party wall.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Lot Owners of the Townhome Lots who make use of a party wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Lot Owner of a Lot who has used the wall may restore it. If any other Lot Owner subsequently makes use of the wall, they shall contribute to the cost of restoration in proportion to such use.

Notwithstanding any other provision of this Paragraph, a Lot Owner who by their negligence or willful acts or omissions causes the party wall to be destroyed, damaged or otherwise exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration.

The right of any Lot Owner to contribution from any other Lot Owner under this Paragraph shall be appurtenant to the land and shall pass to such Lot Owner's successors in interest.

Should a dispute arise concerning a party wall under this Declaration the parties are encouraged to resolve their dispute pursuant to the Dispute Resolution Act, Neb. Rev. Stat. §25-2901 to 25-2920 prior to filing a lawsuit. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the parties have utilized the Dispute Resolution Act.

6. Encroachments. When a building shall be constructed on any Lot so as to encroach upon the adjoining Lot within the Property, the Lot Owner of the Lot with the encroaching building shall have an easement upon the adjoining Lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the Lot Owner of the Lot with the encroaching building. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which the Lot Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.

7. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the Property, each Lot Owner 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, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the Lot Owners of such adjoining Lots. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

8. Lot Maintenance. Each Lot Owner shall be responsible for the proper upkeep, care, maintenance and exterior appearance of the improvements located upon their Lot for the purpose of maintaining a high quality and attractive development. Specific rules, regulations, requirements and specifications further implementing this provision may be adopted by the Association and with written notice shall be binding upon and enforceable by the Association or any Lot Owner against all Lots within the Property. In the event any Lot Owner fails or refuses to perform any required townhome maintenance, the Association or any Lot Owner after seven (7) days' notice to the Lot Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 10% administrative fee shall be the personal obligation of the Member who is or was the Lot Owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum and shall be a lien upon the lot assessed.

9. Pets. Domestic pets have the potential to create significant nuisance problems within the Property. Each Lot Owner shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance, nuisance, or unreasonably disturbing the quiet of any other Lot Owner. Specific rules, regulations and requirements further implementing this provision (including the banning of individual animals, types of animals, or specific breeds) may be adopted by the Association and with written notice shall be binding upon and enforceable by the Association and any Lot Owner against all Lots within the Property.

## **ARTICLE V**

### **HOMEOWNERS ASSOCIATION**

1. The Association. Declarant shall cause the incorporation of the Association for the purposes of (i) enforcing this Declaration, (ii) administering and maintaining the Common

Area for the use, benefit and enjoyment of all its Members, and (iii) providing services to its Members.

2. Managing Agent. The Declarant or the Association may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Declarant or Association. The fee charged by the Managing Agent shall be a common expense of the Members.

3. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have two classes of membership: Class A membership shall include all Members of the Association, except the Declarant. Class B Members shall include the Declarant.

All Class A Members shall be entitled to one (1) vote for each Lot on all matters coming before the Association. Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant on each matter coming before the Members of the Association.

4. Rights of All Members Who Own Lots. Each Member of the Association who owns a Lot shall have the right to use and enjoy the Common Area and shall have an easement over and upon the Common Area for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner of a Lot shall construct any structures within the Common Area without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Area shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the Property recorded with the Register of Deeds of Lancaster County, Nebraska.

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the Common Area for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Area.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area 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 a majority vote at a regular meeting of such Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting.

(d) The right of the City of Lincoln to enter upon the Common Area to maintain the Common Area as provided in Paragraph 6 below.

5. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association including, but not limited to the following:

a. Maintenance of the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, and improvement of the Common Area. This obligation shall be equally assessed against all Lots within the Property. The Association covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of any final plat of the Property regarding continuous and permanent maintenance of the Common Area.

b. Maintenance of the Cottage Common Area and Townhome Grounds. The Association covenants and each Lot Owner of a Townhome Lot or Cottage Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, improve and to the extent applicable, own the Townhome Grounds and the Cottage Common Area. This shall include, but is not limited to, mowing; lawn maintenance; planting, maintenance and care for trees, shrubs, and flowers; repair and replacement of sprinkler system(s) and payment of any and all costs of water for the sprinkler system(s); snow removal for sidewalks, front stoops, and driveways. The costs of maintenance of the Townhome Grounds and the Cottage Common Area shall be paid exclusively by the Lot Owners of the Townhome Lots and Cottage Lots. This obligation shall be equally assessed against each Lot within the Townhome Lots and the Cottage Lots. In the event the Association dissolves, the Lot Owners of the Townhome Lots and Cottage Lots shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing, replacing, adding and improving the Townhome Grounds and the Cottage Common Area.

6. City of Lincoln Maintenance. The City of Lincoln has approved the final plat of Garden View at Vintage Heights Addition upon the condition that the Common Area be maintained by the Declarant on a continuous basis. The Association covenants and each Member of the Association by the acceptance of a deed to a Lot within the Property shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of the final plats regarding continuous and permanent maintenance of the Common Area. Each Lot Owner of a Lot within the Property by acceptance of a deed to the Lot shall further be deemed to covenant that in the event the Association dissolves, such Lot Owner shall remain jointly and severally liable with all other Lot Owners for the cost of administering and maintaining the Common Area in the same manner as required of the Association under this



Paragraph. In the event the Lot Owners within the Property fail or refuse to perform any required maintenance and upkeep of the Common Area, the City of Lincoln after seven (7) days' notice to such Lot Owners may perform the required maintenance and assess each Lot Owner thereof for the cost of the performance of such maintenance. Each assessment of the City of Lincoln's actual cost of performing the maintenance shall be allocated to each Lot Owner as provided above and shall be the personal obligation of the owner who is the Lot Owner of the Lot at the time of assessment and shall be a lien upon the Lot assessed. To evidence such lien for unpaid assessments, the City of Lincoln shall prepare a written notice setting forth the amount, the name of the Lot Owner of the Lot and a legal description thereof. Such notice shall be signed on behalf of the City of Lincoln by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's share of the City of Lincoln's actual cost of maintaining the Common Area within thirty (30) days following the receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20.00), whichever is greater.

7. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments under the provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed and levied by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

8. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments due in respect of any Lot and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

9. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent dues and assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues and assessments.

10. Purpose of Dues. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

11. Annual Assessments and Liens. Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements may be rejected at any time within thirty (30) days of the notice of the levy by the vote of a majority of each class of Members affected and entitled to vote, at a regular meeting of the Members or at a special meeting of the Members, if notice of a special assessment is contained in the notice of the special meeting.

The Members shall pay annual dues, assessments and special assessments to the Association or Managing Agent as billed. Each Member's dues and assessment shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit for any dwelling. The amount of annual dues shall be based upon an estimate of the Association's costs for (i) enforcing this Declaration, (ii) administering, maintaining and improving of the Common Area, and (iii) providing services to its Members, and each Member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common Area operating costs may be presented to the Members of the Association and the Members shall pay any excess charge to the Association within thirty (30) days of the statement.

a. Association Budget. The Association or Managing Agent may prepare, and make available to each Member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area.

b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a Member who is delinquent in the payment of any dues, refuse collection charges, recycling service charges or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur or levy in the process of collecting from each Member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
- ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
- iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
- iv. Filing Fees: Costs of filing notice of lien in the office of the Register of Deeds;
- v. Interest: Interest on all dues and assessments at the rate of 14% per annum, beginning thirty (30) days after the assessment becomes due; and
- vi. Other: Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.

c. Lien. The dues and assessments shall be the personal obligation of the Member who is the Lot Owner of the Lot assessed at the time of the assessment and when shown of record shall be a lien upon the Lot assessed.

d. Fines. The Association may create a schedule of fines for violation of this Declaration or the Association rules and regulations which fines shall be treated and billed as a special assessment to the offending Member's Lot.

12. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

## **ARTICLE VI** **GENERAL PROVISIONS**

1. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Lancaster County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

2. Enforcement of Declaration. This Declaration shall run with the land and shall be binding upon and enforceable by the Declarant, Association or any Lot Owner. The enforcement of this Declaration 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 Association or Declarant, may be to enforce any lien or obligation created hereby. Failure by the Declarant, Association, City or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City proceedings may be to restrain violation of the duty to maintain the Common Area, to recover a money judgment upon the personal obligation and debt of the Lot Owner to pay the Lot Owner's pro-rata share of the City's cost to maintain the Common Area or to foreclose upon the defaulting Lot Owner's Lot in a like manner as mortgages on real property. In any such foreclosure or lawsuit, the Lot Owner shall be required to pay the cost and expenses of such proceedings, including reasonable attorney fees, costs of suit, and court costs incurred as allowed by the court. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure of the Lot Owner's Lot or waiving the lien securing the assessment.

3. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. At any time, this Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots included within the Property.

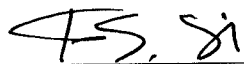
4. Assignment. Pine Lake Development, L.L.C. shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Pine Lake Development, L.L.C., or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

5. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

6. City Approval. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association maintenance of the Common Area, enforcement of this Declaration by the City of Lincoln and City of Lincoln approval of amendments to this Declaration must be approved by the City of Lincoln City Attorney's office in writing and recorded with the Register of Deeds before it shall be effective.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this  
17 day of September, 2020.

APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING  
MAINTENANCE OF THE COMMON AREA TO THE ASSOCIATION:



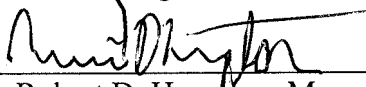
Assistant City Attorney

Date: September 10, 2020

**“DECLARANT”**

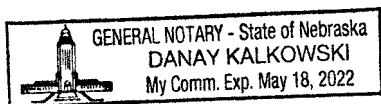
PINE LAKE DEVELOPMENT, L.L.C., a  
Nebraska corporation


By: Hampton, L.L.C., a Nebraska  
corporation, Manager

By:   
Robert D. Hampton, Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of September, 2020, by Robert D. Hampton, Manager of Hampton, L.L.C., a Nebraska limited liability company, Manager of Pine Lake Development, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



  
Notary Public

**EXHIBIT "A"**  
**THE PROPERTY AND COMMON AREA**

COTTAGE LOTS: None in Garden View at Vintage Heights Addition

COTTAGE COMMON AREA: None in Garden View at Vintage Heights Addition

PRIVATE DRIVE AND PARKING: None in Garden View at Vintage Heights Addition

TOWNHOME LOTS:

Lots 1-12, Garden View at Vintage Heights Addition, Lincoln, Lancaster County,  
Nebraska

ND  
GARDEN VIEW