

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

RESTRICTIVE COVENANTS

**Garden View at Vintage Heights 1st & 2nd Addition
GV 1st & 2nd Addition Townhome Properties**

The undersigned (Owner) is the titleholder of record of the following-described real estate:

Lots 1-19, Block 1; Lots 1-14, Block 2; Lots 1-9, Block 3; Lots 1-14, Block 4; and Lots 1-3, Block 5, Garden View at Vintage Heights 1st Addition, Lincoln, Lancaster County, Nebraska; and Lots 1-8, Block 1; Lots 1-40, Block 2; and Lots 1-12, Block 3, Garden View at Vintage Heights 2nd Addition, Lincoln, Lancaster County, Nebraska; each individually referred to as a "GV Townhome Lot" and collectively referred to as the "GV 1st & 2nd Addition Townhome Properties"; and

Outlot C, Garden View at Vintage Heights 2nd Addition, Lincoln, Lancaster County, Nebraska, hereinafter referred to as a "GV Outlot".

The titleholder of a GV Townhome Lot is referred to as a "GV Townhome Owner".

EXISTING COVENANTS

Restrictive Covenants have been established, which were recorded on November 18, 1997, as Instrument No. 97-48309 and amended by Amendments to the Restrictive Covenants filed on April 14, 1998, as Instrument No. 98-17192 and the Second Amendment to the Restrictive Covenants filed on May 28, 1998, as Instrument No. 98-25761, covering Vintage Heights and Vintage Heights 1st Addition; Restated as Amended Restrictive Covenants filed on August 25, 1998 as Instrument No. 98-43840 for Vintage Heights 2nd Addition; Restrictive Covenants filed December 11, 1998 as Inst. No. 98-67013 for Vintage Heights 3rd Addition; Restrictive Covenants filed August 3, 1999 as Inst. No. 99-42907 for Vintage Heights 4th and 5th Additions; Restrictive Covenants filed February 17, 2000 as Inst. No. 00-6425 for Vintage Heights 6th Addition; Restrictive Covenants filed August 15, 2000 as Inst. No. 00-35853 for single family properties in Vintage Heights 7th Addition; Restrictive Covenants filed October 13, 2000 as Inst. No. 00-45717 for Vintage Heights 8th Addition; Restrictive Covenants filed November 8, 2000 as Inst. No. 00-

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53300 for townhome properties in Vintage Heights 6th and 7th Additions; Restrictive Covenants filed August 22, 2001 as Inst. No. 2001-048168 for single family properties in Vintage Heights 9th Addition; Restrictive Covenants filed November 13, 2002 as Inst. No. 2002-80804 for townhome properties in Vintage Heights 10th Addition; Restrictive Covenants filed August 25, 2003 as Inst. No. 2003-085185 for single family properties in Vintage Heights 11th, 12th, and 14th Additions; Restrictive Covenants filed November 13, 2003 as Inst. No. 2003-112636 for single family properties in Vintage Heights 15th Addition; Restrictive Covenants filed April 6, 2004 as Inst. No. 2004-020529 for single family properties in Vintage Heights 16th Addition; Restrictive Covenants filed July 7, 2005 as Inst. No. 2005-05037421 for single family properties in Vintage Heights 20th and 21st Additions; Restrictive Covenants filed December 20, 2005 as Inst. No. 2005074553 for townhome properties in Vintage Heights 22nd Addition; Restrictive Covenants filed November 15, 2006 as Inst. No. 2006056864 for townhome and single family properties in Vintage Heights 23rd, 24th and 25th Additions (as amended by the Amendments to the Restrictive Covenants for Vintage Heights 23rd, 24th and 25th Additions filed May 9, 2008 as Instrument No. 2008021761); Restrictive Covenants filed December 19, 2016 as Inst. No. 2016053112 for single family properties in Vintage Heights 32nd Addition; Restrictive Covenants filed September 18, 2020 as Instrument No. 2020047851 for townhome properties in Garden View at Vintage Heights Addition (collectively "Covenants.")

ADDITION OF PROPERTIES

Pursuant to paragraph 28 of the Covenants, the undersigned as Owner is exercising its right to add additional real estate to the Properties. The GV 1st & 2nd Addition Townhome Properties are hereby added to the Properties, and the GV Outlot is hereby added to the Commons, and all are made subject to the Covenants. The GV 1st & 2nd Addition Townhome Properties are also subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Garden View at Vintage Heights, which is filed of record with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2020047850, and all subsequent amendments thereto ("Garden View Declaration").

PURPOSE OF RESTATEMENT

The following Restated Restrictive Covenants are intended by the Owner to restate the existing Covenants which have been recorded against the Properties and make the GV 1st & 2nd Addition Townhome Properties subject to the terms, conditions and requirements of the Covenants.

RESTATED RESTRICTIVE COVENANTS

Vintage Heights Homeowners Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties administering and maintaining the Commons and providing services to its Members.

These Restrictive Covenants are established upon the Properties and Commons.

1. **USE:** No lot within the Properties shall be used other than for residential purposes.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within twelve months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground except within a building. One small satellite dish shall be permitted subject to the requirements of the Garden View Declaration.

4. APPROVAL OF PLANS: Owner or its assignees shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any dwelling structure to be placed or constructed upon any lot within the Properties shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Corporation at any time.

5. GENERAL STANDARDS FOR DWELLING STRUCTURES: The Garden View Declaration shall establish the general standards for dwellings within the GV Townhome Properties.

6. GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS: The Garden View Declaration shall establish the general standards for structures and improvements other than dwellings within the GV Townhome Properties.

7. COMMON FENCING: Owner shall have the option to install on the lot line of any lot within the Properties abutting an arterial or collector street, a common fence and shall have a temporary construction easement as may be necessary to exercise this option. Upon construction of any such common fence, Owner shall record a notice upon the lots affected and any fence so constructed shall become Commons as provided for in these Covenants.

8. 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 and street trees shall be installed during the construction of the dwelling as required by the City of Lincoln, Nebraska.

9. 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 permanent residence.

10. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, not 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.

11. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties larger than 24 inches by 36 inches. However, Owner may erect signs of any size advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

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.

13. RECREATIONAL VEHICLES: No recreational vehicle, 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.

14. CONSTRUCTION VEHICLES AND ROLLOFF SERVICE: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Owner shall also have the exclusive right to designate a single provider of rolloff service within the Properties. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Properties. The rights of the Owner under this paragraph to designate a rolloff provider shall be assigned to the Corporation when residences shall have been placed or constructed upon all of the lots within the Properties.

15. HOMEOWNERS ASSOCIATION: Every person or entity who owns a lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

16. MANAGING AGENT: The Owner or the Corporation may contract for the performance of any of the Corporation'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 owner or Corporation. The fee charged by the Managing Agent shall be a common expense of the members.

17. MEMBERSHIP: The Corporation has three classes of membership:

Class A membership shall include all members of the Corporation except Class T members and the Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

Class T membership shall include any GV Townhome Owner within the GV Townhome Properties and any similar townhome developments within the Properties as may be designated by the Owner or Corporation. Each Class T member of the Corporation shall be entitled to all the rights of membership, to one-half (1/2) vote for each lot and shall pay 50% (1/2) of the Class A dues and assessments.

18. CONVEYANCE OF COMMONS: Owner shall convey the Commons to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the Commons has been final platted.

19. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

20. RIGHTS IN COMMONS: The rights and easements of the members of the Corporations shall be subject to:

a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and or other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of 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, if notice of the proposed mortgage is contained in the notice of the special meeting.

b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.

c. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities

d. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.

e. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity.

21. MAINTENANCE OF LANDSCAPE SCREENS: Each member of the Corporation who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

22. GENERAL MAINTENANCE OBLIGATIONS: Each member of the Corporation shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their lot. During construction on any lot, a member shall be responsible to erect and maintain adequate erosion control measures, including silt fences, straw bales or other measures to prevent soil runoff upon adjoining lots or streets. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.

23. FAILURE TO MAINTAIN: In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the owner or Corporation after seven (7) days notice to the member 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 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.

24. CORPORATION RESPONSIBILITIES: The Corporation shall provide such services to its members as they may determine. These services and responsibilities of the Corporation shall include, but are not limited to, the following:

a. Maintenance of Commons. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, 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.

b. Refuse Services. The Corporation shall provide to each member refuse collection services through a single designated provider. The cost of these services shall be paid for by the members as a part of their annual dues and assessments. Annual dues and special assessments for the services provided to the members shall be uniform as to each lot within the Properties, except as provided in paragraph 27.

25. LIEN OF DUES AND ASSESSMENTS: The lien of any dues or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

26. ANNUAL ASSESSMENTS AND LIENS: Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements may be rejected at any time within 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. Class T members shall pay 50% (1/2) of the Class A member's dues.

The members shall pay annual dues and special assessments to the Corporation or Managing agent as billed. Each member's dues 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. Annual dues shall be based upon an estimate of the Corporation's cost for administration, maintenance and improvement of the Commons 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's operating costs may be presented to the members of the Corporation and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement.

a. Budgets. The Corporation or Managing Agent shall prepare, approve 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 corporation currently available for replacement or major repair of the Commons 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 Commons; and (4) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.

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 or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation 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 Corporation to compensate the Corporation 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, commencing thirty (30) days after the assessment becomes due; and
 - vi. Other. Any other costs that the Corporation 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 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 Corporation may create a schedule of fines for violation of Corporation rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

Upon the initial occupancy of a residence on a lot within the Properties, the titleholder of the lot shall pay to the Corporation the prorated amount of the annual dues or assessments, prorated from the date of occupancy to the end of the calendar year.

27. ADDITIONS: The Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate making the addition subject to these Restrictive Covenants, provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition.

28. 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. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

29. 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 Corporation or Owner, may be to enforce any lien or obligation created hereby.

30. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated: Sept 2, 2021.


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

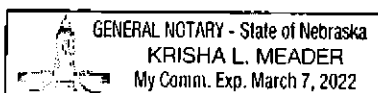
By: Hampton, L.L.C., a Nebraska
corporation, Manager

By: 
Robert D. Hampton, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of September, 2021, 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



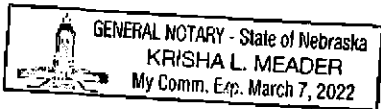
KROEKER & GUBSER DEVELOPMENT,
LLC, a Nebraska limited liability company

By: [Signature]
Douglas G. Kroeker, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7th day of September, 2021, by Douglas G. Kroeker, Manager of Kroeker & Gubser Development, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



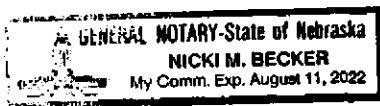
LIVE WELL DESIGNS, LLC, a Nebraska
limited liability company

By: [Signature]
Marty Fortney, Manager


STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2 day of September, 2021, by Marty Fortney, Manager of Live Well Designs, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



NCD-1 INC., a Nebraska Corporation

By: 
Brandon Nelson, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of September, 2021, by Brandon Nelson, President of NCD-1 Inc., a Nebraska corporation, on behalf of the corporation.



Nicki M. Becker
Notary Public