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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
YANKEE RIDGE TOWNHOMES**

THIS DECLARATION is made and entered into as of this 25 day of October, 2007, by **Yankee Ridge Partners, LLC**, 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:

"**Association**" shall mean the Yankee Ridge Townhome Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"**Common Area**" shall mean all Roadways, sidewalks along the Roadways, all private utilities, underground sprinkler system, and all Green Area now or hereafter located on the Townhome Property.

"**Declarant**" shall mean Yankee Ridge Partners, LLC, a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the Townhome Property, defined herein.

"**Green Area**" shall mean the all of the Townhome Property except that portion of the Townhome Property on which any townhome structure, patio, garage, sidewalk, driveway, walkway or Roadways are located.

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

"**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

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or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered to be 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.

"Roadways" shall mean the private roads located on the Townhome Property which are open for the common use of all Lot Owners, their guests and invitees.

"Townhome Property" shall mean the real property legally described as Lots 1 through 130, and Outlot A, Grainger Heights 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska.

## **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 Townhome 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 RESTRICTIONS AND COVENANTS**

1. Use. Each Lot located within the Townhome Property shall be used exclusively for townhome residential purposes.

2. Fences. Fencing shall not be permitted on any Lot, except Lots 67, 68, 69, 70, 71 and 72, Grainger Heights 1<sup>st</sup> Addition. Declarant shall be permitted to construct fencing on Outlot "A", Grainger Heights 1<sup>st</sup> Addition, along the perimeter of the Townhome Property.

3. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or any structures of any kind (not including swing sets), shall be constructed or placed on any Lot.

4. Animals and Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, including any dog run or kennel. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

5. Swimming Pools. Swimming pools shall not be permitted on any Lot.
6. City Requirements. All buildings constructed upon any Lot within the Townhome Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.
7. Street Trees. Declarant shall be responsible for the initial planting of street trees required by the City of Lincoln along each street or road within the Townhome Property that abuts any Lot or Lots. Such street trees shall be paid for by the Lot Owner at the time the Lot is purchased from Declarant. The Lot Owner shall be responsible for maintenance and replacement of any street tree installed by Declarant.
8. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Lot. However, Declarant may erect signs advertising Lots for sale within the Townhome Property and a sign advertising a lot as "For Sale" may be erected upon any Lot
9. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or windpowered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway.
10. Repair on Lot. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.
11. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over twenty-four (24) hours, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.
12. Construction Vehicle and Rolloff Service. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Townhome Property during development. During construction of any townhome residence on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full. Declarant shall have the right to designate a single provider of rolloff service within the Townhome Property in order to limit and control the number of service trucks operating within the Townhome Property.

13. Trash and Rubbish. No lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. No garden shall be permitted on any Lot. No compost pile may be constructed or maintained on any Lot.

14. Lighting. All exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

15. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

16. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot.

17. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provision does not apply to Declarant.

18. Lot Owner's Responsibility. Each individual Lot Owner, at their own expense, shall maintain in good condition the exterior of the residence located upon such Lot Owner's Lot, the driveway from such Lot Owner's Lot to the public streets, and the sidewalk located between such Lot Owner's residence and the Roadways, and all other sidewalks (excluding those sidewalks running parallel to the Roadways), patios and/or decks specifically serving such Lot.

#### **ARTICLE IV** **ASSOCIATION**

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Townhome Property, including:

(a) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Area for the use, benefit and enjoyment of all the Members, including snow removal from all driveways and walkways located upon the Lots. The Common Area may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area. The rules and regulations may permit or restrict use of the Common Area by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Area.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Townhome Property; and the protection and maintenance of the residential character of the Townhome Property.

2. 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.

All Members whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association. Declarant shall be entitled to twenty-five (25) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. Rights of All Members. Each Member of the Association 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 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 Townhome 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 the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

(d) The use of the Roadways located within the Common Area by the general public pursuant to any public access easement granted or to be granted by the Declarant.

4. 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. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Common Area and the enforcement of the rules and regulations relating to the Common Area.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering the Common Area against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Association Activities Regarding 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, improvement, and to the extent applicable, ownership of the Common Area as set forth below. In the event the Association dissolves, the Lot Owners shall remain jointly and severably liable for the cost of maintenance of the Common Area.

6. Snow Removal. The Association shall be responsible for snow removal from all driveways and walkways located upon the Lots as well as within the Common Area.

7. Green Area Maintenance. The Association's maintenance of the Green Area located upon each Lot shall include watering, lawn fertilizing and mowing, but shall not include maintenance of any landscaping and plantings installed on any Lot. Each Lot Owner shall be responsible for maintaining any and all landscaping and plantings located upon their Lot.

8. Refuse Service. The Association shall select a single provider to provide refuse collection services for the Townhome Property. The Association shall have the option of paying for refuse service for the Townhome Property and assessing the cost back to the individual Lots, or requesting that the provider bill the cost of the refuse services to each Lot to be paid by the Lot Owner directly to the service provider.

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

10. 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.

11. 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.

12. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. 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.

13. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, within thirty (30) days of the Board's adoption of an assessment for capital improvements, the Board shall set a meeting date to consider ratification of the capital assessment not less than fourteen (14) nor more than thirty (30) days after mailing the meeting notice. The capital assessment is automatically ratified by the Members, whether or not a quorum is present, unless at that meeting Members holding at least seventy-five percent (75) of all votes reject the capital assessment.

14. Uniform Rate of Dues and Assessments. Dues and assessments related to the Common Area shall be fixed at a uniform rate as to all Lots, but may be abated as to individual Lots, as provided in Paragraph 9, above.

15. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

16. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have



the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

17. 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.

18. Self-Help by Association. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the townhome residence owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to Paragraph 19 of Article III hereof, in a manner satisfactory to the Board of Directors of the Association, the Board of Directors of the Association may authorize and direct the maintenance or repair of such Lot, residence, driveway or sidewalk by agents or employees of the Association. Such agents or employees shall have the right to enter upon such Lot for the purpose of such maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot that is so repaired.

## **ARTICLE V** **GENERAL PROVISIONS**

### 1. Party Walls.

(a) Any wall placed or constructed on any common Lot line between two adjoining Lots within the Townhome Property shall be a Party Wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements (including the repair or replacement of a roof over such party wall) shall be borne equally by the Members who are record owners of such adjoining Lots.

(b) Each adjoining Lot Owner hereby grants and conveys to each other the right of support for any party wall in the erection of buildings on their respective Lots, and for the purposes of making all necessary connections to said party wall for the construction of any building on their respective Lot. Each Lot Owner hereby consents to the encroachment of the roof overhang from the roof over the adjoining Lot with which such Lot Owner shares a party wall and a common roof.

(c) Any single roof covering adjoining Lots shall be constructed of identical material. In the event of a dispute between adjoining Lots concerning the repair or maintenance for a single roof or a party wall, such dispute shall be submitted to the Board of Directors of the Association, who shall have the sole and absolute authority to rectify such dispute between such adjoining Lot Owners. 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 the damage or destruction of a party wall.

2. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the Townhome 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.

3. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding the maintenance of the Common Area. Failure by the Declarant, City of Lincoln or by 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.

4. 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 fifteen (15) years from the date hereof. In addition, any portion of this Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-seven percent (67%) of the total votes of Lots covered by this Declaration.

5. Assignment. Yankee Ridge Partners, LLC 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. Yankee Ridge Partners, LLC, 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.

6. 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.

7. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

8. 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 25 day of October, 2007.

YANKEE RIDGE PARTNERS, LLC, a  
Nebraska corporation

By: [Signature]  
Title: Partner

By: [Signature]  
Title: Partner

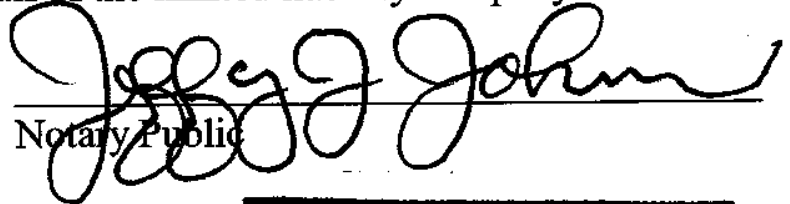
APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING  
MAINTENANCE OF THE COMMON AREA TO THE ASSOCIATION:

[Signature]  
Assistant City Attorney

Date: October 25, 2007

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

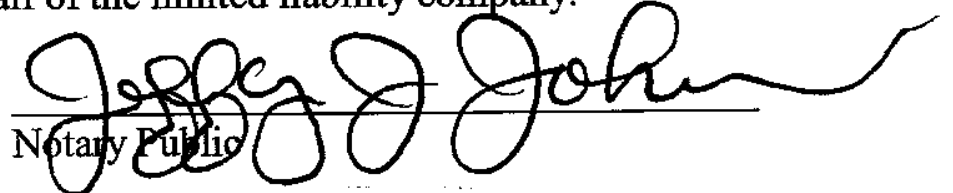
The foregoing was acknowledge before me this 25 day of October,  
2007, by Craig G Bauer, Partner of Yankee Ridge Partners,  
LLC, a Nebraska limited liability company, on behalf of the limited liability company.

  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing was acknowledge before me this 25 day of October,  
2007, by Thomas R Ruud, Partner of Yankee Ridge Partners,  
LLC, a Nebraska limited liability company, on behalf of the limited liability company.

  
Notary Public

