

98-17411

Sam Jolte

REGISTER OF DEEDS

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RESTRICTIVE COVENANTS
(Hartland Homes East Third Addition)

The undersigned (Owner) is the owner of the following described real estate:

Lots 1 through 5, Block 1, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 22, Block 2, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 13, Block 3, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 26, Block 4, Hartland Homes East Third Addition, Lincoln, Lancaster County Nebraska;

Lots 1 through 12, Block 5, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 16, Block 6, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska (Properties);

Outlot A, Hartland Homes East Third Addition, Lincoln, Lancaster County, Nebraska (Commons)

Easthart Owners Association ("Association"), shall be incorporated for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons.

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. MINIMUM BUILDING SIZES: The dwellings placed or constructed upon any lot shall be subject to the following minimum square feet requirements:
 - a. Lots 1-22, Block 2:

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- i. Ranch and Split Foyer. Minimum of 1,200 square feet on main floor.
- ii. Multi-Level, One and a Half and Two Story. Minimum of 1,200 square feet on first and second levels.
- b. All other lots within the properties:
 - i. Single Story Ranch. A minimum of 800 square feet.
 - ii. Split Foyer. Minimum of 900 square feet.
- c. Garages and Brick Facade.

All dwellings placed or constructed upon any lot shall include at least a two-car, attached garage and shall have a decorative brick front facade.

3. APPROVAL OF PLANS: The Owner shall have the exclusive right to establish grades and slopes for all lots and to fix the grade at which any dwelling shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any dwelling to be placed or constructed upon any lot shall be submitted to the Owner and shall show the design and size of the dwelling and the plot plan for the lot. Construction of the dwelling 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. 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 the plans do not satisfy the minimum square footage and attached garage requirements and conform to the general standard of development within the Properties.

4. FENCES: No fences shall be constructed or maintained within the front yard of any lot within the Properties or closer to the street than the front elevation of the building.

5. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot shall be completed within six (6) months from and after the commencement of construction.

6. POWER AND RECEPTION: No wiring, antenna, satellite dishes greater than 18" in diameter and similar devices for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.

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7. CITY REQUIREMENTS: All buildings 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 as required by the City of Lincoln, Nebraska.

8. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot shall be used as either a temporary or permanent residence.

9. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

10. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot. However, the Owner may erect signs advertising lots for sale and a sign advertising a single lot for sale may be erected upon any lot.

11. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose.

12. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties closer to the street than the front elevation of the building. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

13. WALKWAYS: Any titleholder of a lot which is subject to an easement for a public walkway shall maintain the walkway.

14. LANDSCAPE SCREENS: Any titleholder of a lot on which is installed a landscape screen, as required by the City of Lincoln, Nebraska, whether composed of structural or live plant material, shall maintain the screen.

15. HOMEOWNERS ASSOCIATION. Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit within the Properties shall be a

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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. MEMBERSHIP. The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except 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 or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

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 or living unit in which the interest requisite for membership is held. 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, or on December 31, 2003, whichever first occurs.

17. CONVEYANCE OF COMMONS: Owner shall convey the Commons to the Association, free from encumbrance, but subject to easements and restrictions of record and any requirements or obligations imposed by the City of Lincoln, Nebraska. The conveyance may be made at any time prior to the conveyance of the last lot within the Properties.

18. USE OF COMMONS: Each member of the Association shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

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

- a. The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
- b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.

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- c. The right of the Association 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 Association to charge reasonable admission and other fees for the use of the facilities.
- e. The right of the Association to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance 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 dedication or conveyance is contained in the notice of the special meeting.

20. MAINTENANCE OF COMMONS: The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. Annual and special assessments shall be uniform as to each improved lot within the Properties; however, lots shall not be subject to assessments until a dwelling has been constructed upon the lot. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 14% per annum until paid, and when shown of record shall be a lien upon the lot or living unit assessed.

21. LIEN OF ASSESSMENTS: The lien of any annual 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.

22. ANNUAL AND SPECIAL ASSESSMENTS: No annual or special assessment for the administration, maintenance or improvement of the Commons shall be levied by the Association until legal title to the Commons has been conveyed to the Association. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of the 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.

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23. 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 titleholder of two-thirds of the lots, at any time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska. So long as there is a Class B membership, no real estate shall be added to the Properties or the Commons, no part of the Commons shall be dedicated or conveyed, the Commons shall not be mortgaged or otherwise encumbered, and these Restrictive Covenants shall not be amended, without the consent of the Federal Housing Administration and/or the Veterans Administration.

24. 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 Association. Additions shall be made by the execution and recordation of restrictive covenants upon the additional real estate making it subject to these Covenants. The additions shall specify the minimum square footage requirements, which may be altered, for the new additions.

25. 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, may be to enforce any lien or obligation created hereby.

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

Dated: April 8th 1998.

HARTLAND HOMES, INC., a Nebraska
corporation

By: 

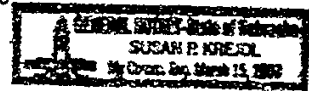
Deane L. Hartman, President

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STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8 day of April, 1998,
by Duane L. Hartman, President of Hartland Homes, Inc., a Nebraska corporation, on behalf of
the corporation.

Susan P. Kreydl
Notary Public



APPROVAL OF RESTRICTIVE COVENANTS FOR
THE LIMITED PURPOSE OF CONVEYING MAINTENANCE
OF THE COMMONS TO THE HOME OWNERS ASSOCIATION

City of Lincoln, Nebraska

By: [Signature]
for City Attorney

Dated: 4/14/98