

\$45.00

Dan Jolte

INST. NO 2000

REGISTER OF DEEDS

2000 JUN 26 PM 3:05

027157

LANCASTER COUNTY, NE

BLOCK	1
DO	
CODE	
LEEP	
CHECKED	
ENTERED	
EDITED	X

B1 U-5, etc B2 U-1-6, B3 U-1-11, B4 U-2, B5 U-4, OLB memo

LEES PLACE

PROTECTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, R. C. KRUEGER DEVELOPMENT COMPANY, INC., a Nebraska corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as "the Company", being the owner of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to wit:

ALL OF BLOCKS 1, 2, 3, 4, 5, AND OUTLOTS B AND C, LEE'S PLACE ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

hereinafter referred to as "the Properties", and

WHEREAS, the Company desires to create upon the Properties a residential community; and

WHEREAS, the Company desires to establish a uniform plan for development of such resident community; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a non-profit corporation under the name and style of **LEE'S PLACE HOMEOWNER'S ASSOCIATION, INC.**, for the purpose of enforcing the covenants and restriction created and established against and upon the Properties and for the purpose of administering and maintaining detention cells and other grounds located on any Outlot of Vavrina Meadows Addition to Lincoln, Lancaster County, Nebraska, and for the purpose of negotiating for refuse removal from the Properties hereafter referred to as "the Corporation"; and

NOW THEREFORE, the Company does hereby create, establish and adopt the following restrictions against and upon the Properties to-wit:

1. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in the above described property, shall be a member of the Corporation, provided however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. The Corporation shall have two classes of membership:

CLASS "A" memberships shall include all members of the Corporation except the Company. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one (1) vote for each lot or living unit in which the interest requisite for membership is held, provided however, that no more than one (1) vote shall be cast with respect to any such lot or living unit.

CLASS "B" membership shall include only the Company or its assigns, who shall be entitle to two (2) votes for each lot or living unit in which the interest requisite for membership is held,

Judy Elgert
suite C
2929 Pinelake Rd.
Lincoln NE 68516

provided however, the "B" membership of the Company or its assigns shall be converted to Class "A" membership at, for and during such time or times as the total number of votes entitled to cast by Class "A" members equals the total number of votes entitled to be cast by Class "B" members.

3. The Corporation hereby covenants, and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall provide for the mowing of common areas in any Outlot located in Lee's Place, an addition to the City of Lincoln, Lancaster County, Nebraska, hereinafter referred to as "the Commons", and which maintenance covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, insurance, taxes, repair, replacement and maintenance of the Commons; further the corporation and each member covenant not to oppose, in any manner, the development of any property abutting or contiguous to the Properties by the Company and further each member of the Corporation covenants that all negotiations for the providing of refuse removal from the Properties shall be conducted by the Corporation on behalf of each member with each member being responsible for the payment of all refuse services to their lot. Such annual and special assessments shall be a lien upon the lot against which such assessments are made and shall also be the personal obligation of the member, who is, or was, the record owner of the lot assessed at the time of such assessment.

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

5. Annual assessments shall be made by the Board of Directors of the Corporation for maintenance, repair or reconstruction of the Commons, insurance and taxes, subsequent to the execution and recordation of these Protective Covenants. Assessments for capital improvements of the Commons may be made by the Board of Directors.

6. The Company may, at any time, add additional, contiguous, developed real estate to the Properties without the consent or approval of members of the Corporation. Such additions shall be made by the execution and recordation by the Company of Supplemental Protective Covenants against and upon such additional real estate subject to the covenants and restrictions of the Protective Covenants.

7. All residentially zoned lots herein described shall be used exclusively for private, one or two family dwellings, not to exceed two stories in height, and a private garage must be attached to the dwelling. Additionally, storage sheds or other detached buildings are not permitted.

8. No residential dwelling shall be located on any lot nearer than twenty feet (20') to the front lot line nor nearer than five feet (5') to each side lot line. In the case of a corner lot, the dwelling shall not be nearer than twenty feet (20') to the side street lot line.

9. The main floor area of any residential dwelling building, exclusive of porches, terraces, and garages, shall not be less than 800 square feet in area and not less than 1,500 square feet combined total for all floors in the case of a one and one-half story or two-story dwelling; nor less than 1,000 square feet in the case of a one-story dwelling. The Company determines finished square footage by measuring to outside of all walls, including interior fireplaces; the staircase twice (once each for main level and second level); and every location in which the floor joists project from the foundation or exterior wall of main level. The Company does not include: window boxes where the floor joists do not project from the foundation or exterior wall of main

level; exterior fireplaces; decks; patios; porches; storage areas; basements for any other unfinished areas. The exterior of any dwelling erected on any lot shall consist of not less than 30% brick veneer or stone veneer on any street exposed wall except in the case of corner lot, the front or primary side shall consist of not less than 30% brick or stone veneer, the secondary side facing the street shall consist of brick or stone veneer from ground level to the first level floor joists unless specifically excepted in writing by the Company. The roof pitch of any dwelling erected on any lot shall be a minimum of a 5/12 or 5 inches in rise vertically for every 12 inches horizontally.

10. Not more than one dwelling shall be built upon any lot except that nothing herein contained shall prevent the construction of one dwelling on a portion of two or more lots; in such case restrictions pertaining to the side lot line shall be construed to apply to side lines of such tract. This paragraph shall not apply to lots designated as duplex lots.

11. The construction of a dwelling or garage shall not be commenced until written approval is first secured from the Company, of the building plans, which said plans must show the size, exterior material, design and plat plan, and indicate the location of the dwelling and garage upon the lots. The Company reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. "Geodesic dome" and "earth homes" are prohibited. To insure the enforcement of this provision, one set of said plans, signed by the owner shall be left on permanent file with the Company. This provision shall remain in full force and effect until at least January 1, 2006 and shall thereafter continue in full force and effect until terminated by the Company.

12. No recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers and/or boats shall be stored or parked upon any residentially zoned lot within the Properties except within an enclosed structure. Provided, such vehicles may be temporarily parked or stored upon lots within the Properties for periods of time not to exceed twenty-one (21) days per year.

13. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. No trailer, basement, tent, shack, barn, or any other outbuilding, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

15. No house or building which has been prefabricated shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto any building lot, except that the Company may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision.

16. No nuisance, advertising sign, billboards, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any residentially zoned lot; and said lots shall not be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of any holder or owner of any adjoining lot; this covenant shall not prevent the Company from placing signs advertising the lots in the subdivision upon any lots owned by the Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.

17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. No antennas of any size or satellite dishes with a diameter over twenty-four (24") inches shall be placed or permitted except inside a residence or other allowable structure.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Lee's Place Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

20. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any dwelling shall be hereafter erected or placed thereon so that all of the same may conform to the general plan, and at any time to add to the subdivision creating and establishing the properties herein described, without the consent or approval of any owner. No owner of any lot may divert, dam up, alter or in any other way change the grade of slope of any lot within the Properties as established by the Company without the Company's express written consent.

21. Erosion and silt shall be controlled to the extent that any erosion or silt shall be contained within the boundaries of each individual lot. Any owner allowing silt to extend onto any street or adjacent lot within the properties shall be assessed by the Board of the Corporation with the cost of removing said silt, which assessment shall also be a lien against such owner's property as well as the personal obligation of such owner.

22. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Company, the Corporation, all members of the Corporation, and their respective heirs, executors, administrators, successors and assigned for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the owners of two-thirds (2/3rds) of the lots, being members of the Corporation and the City of Lincoln, Nebraska, shall have been recorded, agreeing to a termination or modification thereof.

23. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him, her or them from doing or to recover damages or other dues for such violation.

24. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

25. All owners of the Properties agree to abide by all rules and regulations promulgated by the Corporation.

Dated this 26th day of June, 2000.

R. C. KRUEGER DEVELOPMENT COMPANY, INC.

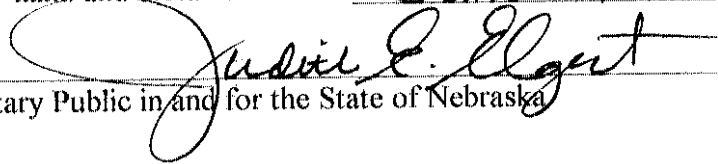
By: Richard C. Krueger

Richard C. Krueger, President

STATE OF NEBRASKA)
) SS
LANCASTER COUNTY)

Before me, a Notary Public, personally came RICHARD C. KRUEGER, known to me as the identical person who signed the foregoing instrument and acknowledged the execution to her voluntary act and deed.

Witness my hand and Notarial Seal on June 26, 2000.



Notary Public in and for the State of Nebraska

