

Return to:
Derek C. Zimmerman, Esq.
1248 O Street, Suite 600
Lincoln, NE 68508

RESTRICTIVE COVENANTS
(Northbank Preserve 2nd Addition)

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

Block 1, Lots 1-7; Block 2, Lots 1-7; Block 3, Lots 1-11; Outlot "A",
Outlot "B", Outlot "C", Outlot "D" and Outlot "E", Northbank Preserve
2nd Addition, Lincoln. Lancaster County, Nebraska (Properties).

Existing Covenants

Restrictive Covenants have been established, which were recorded on
September 11, 2013, as Instrument No. 2013047732 covering the single family detached
lots in the Northbank Preserve and the Northbank Preserve 1st Addition are referred to as
the "Covenants".

Commons for the Properties shall be the areas designated for common ownership
amongst owners of the Properties and is established as Commons for the Properties,
provided the Owner or Corporation may designate certain common areas for certain
membership classes.

Addition of Properties and Commons

Pursuant to paragraph 20 of the Covenants, Developer is exercising its right to
add additional real estate to the Properties and Commons, as described in the Covenants.
The 2nd Addition Properties and Commons are hereby made subject to the Covenants.

Purpose of Restatement

The following Restrictive Covenants are intended to simply restate the existing
Covenants which have been recorded against the Properties and make the 2nd Addition
Properties and the Commons subject to the terms, conditions and requirements of the

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Covenants, provided additional requirements have been added to paragraphs 14, 15, 16, and 22 of these Restrictive Covenants to meet the requirement of the City of Lincoln, Nebraska for use, maintenance, and enforcement related to the Commons.

Association

Northbank Preserve Association (Corporation) has been incorporated in Nebraska 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.

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 six 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.

4. **APPROVAL OF PLANS**: Owner 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 shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the 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. However, Owner shall have the exclusive right to disapprove the plans, if in 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, shall be assigned to the Corporation when residences shall have been placed or constructed upon three-fourths of the lots within the Properties.

5. **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 as required by the City of Lincoln, Nebraska.

6. 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.

7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, 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.

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

9. 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.

10. 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.

11. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any 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.

12. 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 in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any 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 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.

13. CONVEYANCE OF COMMONS: Owner shall convey any Commons to the Corporation, free from encumbrance, any time prior to or at the time conversion of the Class B membership to Class A membership.

14. USE OF COMMONS: Each member of the Corporation 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. In addition the City of Lincoln shall have the permanent right and easement to enter upon the Commons to maintain the Commons in the same manner as required of the Corporation in the event the Corporation fails to perform said maintenance or the Corporation dissolves and the owners of the lots within the Properties fail to perform said maintenance.

15. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation 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 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. 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.

f. The right of the City of Lincoln to enter upon the Commons to maintain the Commons as provided in Paragraph 14

16. 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, 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 lot within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate of twelve percent (12%) per annum until paid, and when shown of record shall be a lien upon the lot assessed.

The City of Lincoln has approved the final plats of Northbank Preserve, Northbank Preserve 1st Addition, and Northbank Preserve 2nd Addition upon the condition that the Commons be maintained by the Owner on a continuous basis. The Corporation Covenants and each member of the Corporation by the acceptance of a deed to a lot within the Properties shall be deemed to covenant to assume the obligations of the Owner to comply with the requirements of the final plats regarding continuous and permanent maintenance of the Commons. Each Owner of a lot within the Properties by acceptance of a deed to the lot shall further be deemed to covenant that in the event the Corporation dissolves, such Owner of the lot shall remain jointly and severally liable with all other Owners of a lot for the cost of administering and maintaining the Commons in the same manner as required of the Corporation under this paragraph. In the event the Owners of such lots within the Properties fail or refuse to perform any required maintenance and upkeep of the Commons, City of Lincoln after seven (7) days' notice to such 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 Owner of a lot as provided above and shall be the personal obligation of the Owner who is the 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 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 Owner shall pay the Owner's share of the City of Lincoln's actual cost of maintaining the Commons 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.

17. DESIGN CRITERIA. Subject to the provisions of Section 4 in these Covenants, a residence constructed on any lot shall have a minimum floor area, exclusive of terraces, patios, porches, car ports, garages, basements (whether finished or unfinished) of the following:

- a. Single Family Lot: 1,200 square feet with at least a two-stall garage and beltine brick, stone, stucco or similar materials on the front.

- b. Two Story Homes: 1,600 square feet with at least a two-stall garage and beltine brick, stone, stucco or similar materials on the front.
- c. Townhomes: 1,200 square feet with at least a two-stall garage and beltine brick, stone, stucco or similar material on the front.

Upon written request to Owner and subject to Owner's sole discretion, Owner may provide a waiver of the design criteria identified in this Section 17 for any lot within the Properties by providing a written affidavit of waiver of design criteria to be filed with the Lancaster Register of Deeds.

18. 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.

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

20. 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.

21. 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.

22. 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. In the event the Corporation dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover monetary judgement upon the personal obligation and debt of the Owner of any lot within the Properties, to pay such

owner's share of the City of Lincoln's cost to maintain the Commons, or to foreclose upon the defaulting Owner's lot in a like manner as mortgages on real property. Suit to recover monetary judgement for unpaid assessments for the cost to maintain the Commons shall be maintained without foreclosure of the Owner's lot or waiving the lien securing the assessment.

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

Dated May 25, 2016.

Owners:

Eldonna Schwisow Revocable Trust,
Owner

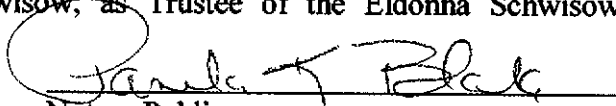
Eldonna Schwisow
Eldonna Schwisow, Trustee

Roger H. Schwisow Revocable Trust,

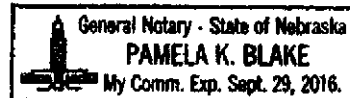
Roger H. Schwisow
Roger H. Schwisow, Trustee

State of NEBRASKA)
) ss.
County of LAUCASTER)


The foregoing instrument was acknowledged before me this 25 day of May, 2016, by Eldonna Schwisow, as Trustee of the Eldonna Schwisow Revocable Trust, Owner.

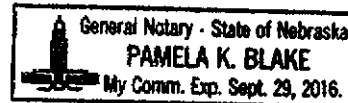

Notary Public

State of NEBRASKA)
) ss.
County of LAUCASTER)



The foregoing instrument was acknowledged before me this 25 day of May, 2016, by Roger H. Schwisow, as Trustee of the Roger H. Schwisow Revocable Trust, Owner.


Notary Public



Approved by the City of Lincoln, Nebraska on this th 24 day of May,
2016.

By: Rick Peo
Rick Peo, Chief Assistant City Attorney