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Pages 10



**SIEVERS LANDING TOWNHOME ASSOCIATION**  
**DECLARATION OF PROTECTIVE COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

WHEREAS, VerMaas and Sons, LLC, a Nebraska Limited Liability Company, (hereinafter the Owner) is the owner of a tract of real property more particularly described as:

See Attached Exhibit "A".

WHEREAS, a Final Plat has been approved by the City of Lincoln and the Lincoln City-Lancaster County Planning Commission of Lincoln, Nebraska has approved the Owner's Application to develop a Community Unit Plan pursuant to Sievers Landing C.U.P Special Permit #15069, consisting of twenty four (24) dwelling units for Sievers Landing (hereinafter the Property); and

WHEREAS, the Owner desires to establish a uniform plan for residential development in order to protect and preserve the overall character of the Property in accordance with the Owner's desire to provide for a quality residential neighborhood; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska a nonprofit corporation under the name of the Sievers Landing Townhome Association (hereinafter the Homeowners Association) for the purpose of enforcing the covenants and restrictions created and established herein against and upon the Property.

NOW, THEREFORE, the Owner hereby makes, creates, establishes, and adopts the following declarations as to limitations, restrictions and uses to which the Property may be put if said use is changed after the date of these Covenants, and hereby specifies that such declarations shall constitute covenants to run with all the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation on all future owners of the Property.

The Owner hereby assigns its responsibility for enforcing these protective covenants, conditions and restrictions on the Property to the Homeowners Association, its successors or assigns.

*Hoffschneider Law - ELL*

1. No lot or any building hereafter placed or constructed on any lot within the Property shall be used other than for private single-family residential purposes.

2. Other than the Owner, the construction of a driveway, road, building, structure, landscaping, or modification of any undeveloped lot upon the Property shall not be commenced unless and until written approval of the building, road or landscape plan is first obtained from the Homeowners Association. A complete set of all plans for the construction of private roads, driveways, and all building plans for any dwelling, building, fence, or structure to be erected upon any lot, and any landscape plan and their proposed location upon any lot, and any changes after approval shall be submitted to and approved by the Homeowners Association. One set of plans shall be left on permanent file with the Homeowners Association. The plans and specifications shall show size, exterior detail and color, design, materials, and plot plan for the building and shall indicate the location of the building upon the lot. The plan shall also provide; (i) exterior elevations; (ii) samples of exterior materials; (iii) site grading plan showing existing and proposed contours; and (iv) a plan showing all landscaping materials. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of the Homeowners Association. Any changes after approval of the original plans must be submitted in writing.

The Homeowners Association reserves the sole right to approve or reject any plans if, in its sole discretion, either the size, materials, design, exterior color, or plot plan do not conform to the general standard and value of development in the area. Written approval or rejection of such plans shall be given by the Homeowners Association within thirty (30) days from and after the receipt hereof. In the event of disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Homeowners Association shall not be responsible for any structural defects in the plans or specifications in any building or structure erected according to the plans and specifications.

3. Any and all building structures located within the Property or any lot thereon shall have minimum front, back, and side yard setback lines which are established according to the Final Plat of Sievers Landing and CUP Special Permit #15069 recorded with the Lancaster County Register of Deeds Office.

4. All structures within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

5. No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the Property shall be used as either a temporary or permanent residence.

6. Provision shall be made so that all recreational vehicles, boats, trailers, carts, or any other equipment owned by the Owner of any lot on the Property must be stored in a permanent structure or enclosure. The plans for such structure or enclosure must be approved by the Homeowners Association in accordance with the provisions in Section 2 of these restrictions.

7. Fencing as allowed pursuant to the C.U.P Special Permit No. 15069 and these Covenants shall be limited to black chain link fence no more than four feet tall. Fencing installed on Lots 5, 6, 7 and 8 in Block Two along 27<sup>th</sup> Street must be at least five feet in from of the defined easement area as set forth in the Final Plat.

8. No solar or other supplementary or auxiliary energy-saving type of device shall be installed or constructed on any of the Property, except those which are integral with the building or structure for which prior written approval was given by the Homeowners Association. (The intent of this restriction is to prohibit, without prior written approval, independent, free standing devices, such as wind generators, solar collection banks, etc. which may be considered for installation after building plans have been originally approved.)

9. Plans for any addition or exterior alteration to be constructed on any lot or building within the Property shall be subject to the approval provisions as described in Section 2 of these restrictions.

10. No noxious or offensive activity shall be carried on or permitted upon any lot within the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or which shall endanger the health of or unreasonably disturb the quiet enjoyment of the Owner or occupants of another property. The discharge of firearms for any purpose is expressly prohibited.

11. No advertising signs, billboards, or other advertising device shall be erected, placed, or permitted on any of the Property; provided, however, that the Owner may place signs advertising lots within the Property for sale, and provided further, that a sign advertising a single lot for sale may be placed upon such lot by the Owner thereof.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Property, except household pets; provided, however, that such pets shall not leave the Owner's Property unless under strict control and shall not become a nuisance, and such pets shall not be raised, bred, or kept for any commercial purpose.

13. Further subdivision of any lot sold by the Owner is prohibited and not more than one residence and attendant buildings thereto shall be erected or constructed upon any lot in the Property.

14. No building or structure of any kind whatsoever shall be moved on to any lot.

15. Once construction of a residence is begun, the residence shall be completed, in accordance with the plans approved by the Homeowners Association within twelve (12) months.

16. All utility and telephone connections extended to any improvements erected upon any of the Property from utility lines shall be underground.

17. No buildings other than the main residence shall be placed or constructed upon any

lot.

18. No single-family residence shall be constructed on a lot unless it is a one-story, single-family ranch-style townhome residence with a minimum ground floor square footage area, exclusive of terraces, patios, porches, garages and basement, of 1,602 square feet.

19. No detached accessory buildings, sheds, playhouses, greenhouses, TV dishes over thirty (30) inches or any structures of any kind shall be constructed or placed on any portion of the Property or lot without the prior approval of the Homeowners Association. Any such TV dishes shall be on the side or rear of the Property. Unless specifically waived by the Homeowners Association in writing, aerials or antennas shall not be constructed or installed on the Property other than inside an approved building or structure.

20. A single-family residence shall have an attached garage capable of holding at a minimum two (2) full-sized vehicles. No dome homes, earthen homes, A-frame homes, or prefabricated homes shall be permitted. All roofs should have greater than a four to twelve inch pitch.

21. All residences shall be constructed according to the building plans and specifications prepared by VerMaas Construction, Inc. dated July 22, 2016 and as amended from time to time, unless this requirement is waived by the Homeowners Association. All foundations shall be painted to match the exterior of the residence.

22. No Property may be utilized or maintained or used as a dumping ground for rubbish. Each residence shall have grass sod installed. No seeding of any lots shall be done without the prior approval of the Homeowners Association. All Property shall be kept free of debris and weeds and shall be kept mowed. At all times, including during the construction of the house or improvements on the Property, the Owner thereof shall keep a container on the Property and cause all building materials, wrappers, and other waste to be placed in the container. The Property Owner shall promptly pick up and promptly dispose of any debris caused by wind, vandalism, or careless disregard which is on the Property or which has been distributed upon neighboring properties. No outdoor rubbish fires, bonfires, or fires for the purposes of clearing land are allowed. Outdoor fireplaces are allowed provided they are used in accordance with all applicable local and state laws and regulations.

23. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the subdivision. All garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of the adjoining lot Owners and roads.

24. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Owner, the Sievers Landing Townhome Association, and the various lot Owners for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions, after which these covenants and restrictions shall automatically extend for successive periods of ten (10) years. These covenants and restrictions may be terminated or modified by an instrument executed by the Owners of two-thirds of the lots within said Property

agreeing to a termination or modification thereof.

25. These restrictions, rights, and reservations shall be deemed as covenants and not as conditions, which shall run with the land and shall bind each representative lot owner unless and until changed. The term "lot owner" as used in this instrument means only the lot owner for the time being of premises described herein, so that in the event of any sale of such premises, the former lot owner shall be and hereby is freed and relieved of the covenant and obligations created hereunder. The provisions of this instrument, however, shall fully bind the subsequent lot owner of such premises. The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision or provisions thereof. Such proceedings may be to restrain such violation or to recover damages. In addition, the City of Lincoln, Nebraska, shall have a right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding maintenance of the common area.

26. In the event an Owner of any residence shall fail to maintain the premises and/or the exterior of the dwelling in any matter satisfactory to the Homeowners Association, then the Homeowners Association shall have the right, through its agents, to enter upon said residence and to repair, maintain, and restore the residence and/or the exterior of the dwelling located thereon and any other improvements erected thereon. The cost of any such maintenance shall become a lien against the real estate as follows:

Prior to the work being commenced, written notice of the non-maintenance of the residence or the dwelling shall be served upon the Owner. Said Owner shall have thirty (30) days to remedy the written allegations.

After the thirty (30) days have passed, if maintenance has not been performed, the Homeowners Association shall notify the Owner in writing as to what maintenance or repairs they need to make on the Property.

Once the work has been completed, a copy of the itemized statement setting forth all charges incurred in repairing or maintaining the residence or dwelling shall be delivered to the Owner.

If the statement has not been paid within thirty (30) days, a copy of the statement will be filed with the Register of Deeds of Lancaster County against this property, along with an affidavit stating what work was done and when and how notice was given. Once the lien is filed, the same remains a lien against the Property until it is paid and shall bear interest at the rate of twelve percent (12%) per annum. If said lien is released, all sums due and owing must be paid by the lot owner, as well as the filing fees and release fees.

If the Owner of the Property refuses to allow repair personnel on his or her Property in order to make the necessary repairs, the Homeowners Association may then resort to filing an action in court to gain entry to the Property. All legal fees and court costs incurred will be paid by the Owner of the Property if the court upholds

the decision to make said repairs.

27. A breach of any of the covenants, conditions, and reservations or any re-entry by reason by a breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for the value as to any lot or lots or portions of lots in the premises, but these covenants, conditions, and reservations shall be binding upon and effective against any mortgage or trustee or owner whose title or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

28. No delay or omission on the part of the Homeowners Association or the Owners of other lots in the premises in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of actions shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Homeowners Association for or on account of its failure to bring any actions or account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Homeowners Association.

29. The common area shall be deemed to mean the common roadways and associated rights-of-way which are shown on any final plat of all or any portion of the Property, provided that said final plat has been filed with the Register of Deeds of Lancaster County, Nebraska.

30. The common area shall be permanently maintained and repaired by the Homeowners Association.

31. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowner's Association; provided, however, that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

32. The Homeowners Association shall have two classes of membership: Class "A" memberships shall include all member of the Association except the Owner. Each Class "A" member of the association 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; provided, however, that no more than one vote shall cast with respect to any such lot. Class "B" membership shall include only the Owner or their assigns, who shall be entitled to four (4) votes for each lot owned by the Owner; provided, however, that for each conveyance of a lot by the Owner to any Class "A" member, the number of votes entitled to be cast the Class "B" members shall be reduced by four.

33. Each member of the Homeowners 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.

34. The rights of the members of the Homeowners 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 Property recorded with the Register of Deeds of Lancaster County, Nebraska.
- b. The right of the Homeowners 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 meeting of the members, provided notice of the proposed dedication or transfer be contained in the notice of such meeting.

35. The Homeowners Association hereby covenants and each member of the Homeowners Association, by the acceptance of a deed by which the interest requisite for membership in the Homeowners Association is acquired, shall be deemed to covenant to maintain and repair the common area and to remove snow from the common area and to remove garbage, provide for routine lawn mowing and fertilization and maintenance of trees and landscaping installed by the Owner at each residence. This covenant by the members shall be satisfied by the payment of a general annual assessment and/or a general special assessment for the administration of the Homeowners Association and for the maintenance and repair of the common area and provision of the above-mentioned services. Such annual and special general 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. Each lot shall be equally liable for the total annual and special general assessments.

36. The obligation of such annual and special general 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 the assessment is made.

37. Annual general assessments shall be made by the Board of Directors of the Homeowners Association for the administration of the Homeowners Association, for the maintenance of the common area, for the payment of taxes and special assessments levied against the common area by any taxing authority subsequent to the execution and recordation of these protective covenants, and for the garbage, lawn watering, lawn mowing and maintenance, and snow removal from the common area. Special general assessments for capital improvements to the common area may be made by the Board of Directors of the Homeowners Association, provided that such assessment for capital improvements 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, provided notice of such special general assessment shall be contained in the notice of such special general assessment.

38. All lot owners and members of the Homeowners Association agree to abide by all rules and regulations promulgated by the Association.

39. The invalidation of any one of these covenants, agreements, reservations, or restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.


40. 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, except for one dog kennel, provided always that the construction plans, specifications and the locations of the proposed structure have been first approved by the Homeowners Association.

41. Any wall placed or constructed on a common lot line between two adjoining lots within the 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. Each adjoining lot owner hereby grants and conveys to each other the right of support for any party wall and the erection of buildings on their respective lots, and for the purpose 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. 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 Homeowners 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.

DATED this 14<sup>th</sup> day of MAY, 2018.



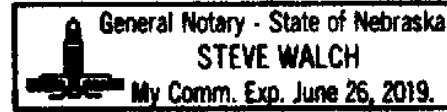
VERMASS AND SONS, LLC, Owner

  
\_\_\_\_\_  
Gary M. VerMaas, Manager

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

Subscribed and sworn to before me on the 14 day of May, 2018 by Gary M. VerMaas, an individual who is personally known to me or who produced satisfactory identification.

  
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Notary Public



**Exhibit "A"**

Lots 1-6, Block 1, Lots 1-12, Block 2, Lots 1-6, Block 3, Outlot 'A', All of Sievers Landing Addition, Lincoln, Lancaster County, Nebraska.

QILA