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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RIDGE DEVELOPMENT, LTD., A NEBRASKA LIMITED PARTNERSHIP (hereinafter referred to as the "Owner"), is the owner of the following described real estate, to-wit:

A tract of land composed of Outlot "A" The Ridge Addition, located in the SE 1/4 of Section 13, Township 9 North, Range 6 East of the 6th P.M. Lancaster County, Nebraska, which is more particularly described as follows:

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The Ridge
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Commencing from the NE corner of said Outlot "A", said point also being the true point of beginning, thence on an assumed bearing of S.0°00'00"E. along the East line of said Outlot "A" a distance of 1127.61'; to the SE corner of said Outlot "A", thence N.90°00'00"W. along the South line of said Outlot "A" a distance of 225.00' to a point of curvature, thence on a curve to the right whose radius is 277.76', a central angle of 41°58'37". an arc distance of 203.50', and a chord bearing of N.69°00'41"W., to the SW corner of said Outlot "A", thence N.41°58'37"E. along the West line of said Outlot "A" a distance of 80.00', thence N.18°45'59"E. along the West line of said Outlot "A" a distance of 94.09', thence N.0°00'00"E. along the west line of said Outlot "A" a distance of 195.20', thence N.16°30'00"W. along the West line of said Outlot "A" a distance of 748.49' to the NW corner of said Outlot "A", thence S.89°27'33"E. along the North line of said Outlot "A" a distance of 539.61' to the point of beginning. Said tract contains a calculated area of 10.37 acres more or less.

(hereinafter referred to as the "Property"), and;

WHEREAS, the owner is currently in the process of platting and subdividing the Property into 36 Lots for residential building sites, and

WHEREAS, the Owner desires to create upon the Property a residential townhouse community; and

WHEREAS, the Owner desires to establish a uniform plan for the residential development of the Property; and

WHEREAS, the Owner desires to provide for the maintenance and preservation of the Common Areas, and all sidewalks, landscaping and utilities located on the Property and;

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WHEREAS, the Owner desires to provide for the maintenance and repair of all Roadways and all utilities located on the Property and for snow removal from all Roadways and all sidewalks and driveways adjoining or leading from any of the Residential Lots to the Roadways, located on the Property; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a nonprofit corporation under the name and style of LONE TREE HOMEOWNERS ASSOCIATION, INC., (hereinafter the "Corporation"), for the purpose of enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of administering and maintaining the Roadways and the Common Areas located on the Property.

NOW THEREFORE, the Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Property:

I. DEFINITIONS:

- (A) As used herein the term "Lot", or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property, 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.
- (B) The term "Commons" and "Common Area" shall be deemed to mean all Roadways (exclusive of driveways), all sidewalks parallel to all Roadways and all Green Area located on the Property.
- (C) The term "Roadways", shall be deemed to mean the private roads located on the Property which are open for the common use of all Lot Owners, their guests and invitees.
- (D) The term "Lot Owner", shall be deemed to mean the owner or owners of record of any Lot.
- (E) The term "Property", shall be deemed to mean the Property as described on page 1 of these Covenants.
- (F) The term " Corporation", shall be deemed to mean Lone Tree Homeowners Association, Inc., a Nebraska Non-Profit Corporation.

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- (G) The term "Owner", shall be deemed to mean Ridge Development, LTD., a Nebraska Limited Partnership, or its successors or assigns.
 - (H) The term "Green Area", shall be deemed to mean all of the Property except that portion of the Property on which any residential structure, sidewalk, driveway, Roadways, patios, or garages are located.

II. No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used other than for residential purposes, and no more than 36 townhomes/townhouses shall be constructed on the Property, each of which shall be constructed on one Lot, located on the Property for which a Final Plat has been filed with the Register of Deeds of Lancaster County.

III. The Owner reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots, Commons and Roadways 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 Property. Plans for any dwelling to be placed or constructed upon any Lot shall show the size, exterior material, design and plot plan for the building. One set of such plans shall be left on permanent file with the Owner. The Construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Owner and filed for record with the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the Owner within thirty (30) days from and after the receipt thereof. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Owner reserves to itself and its assigns the exclusive right to approve or disapprove any such plans, if in its sole opinion either the size, material or exterior plan do not conform to the general design standard, and overall development characteristics of the Property. Regardless of the above and foregoing, no dwelling unit located on any Lot shall be less than 1,800 square feet, exclusive of garage, basement and any second floor, and; the exterior of all dwellings located on any Lot shall be covered with a minimum of 60% brick or stone.

IV. All dwellings located on any Lot shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

V. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence.

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VI. Plans for any addition, appendage, or appurtenant structure (including but not limited to television antenna's and solar panels) to be constructed or placed on any Lot or on any residence now or hereafter located on any Lot shall be submitted to the Corporation and shall show the size, materials, design and location thereof. In addition, plans for any exterior alteration of any residence now or hereafter located on any Lot (including but not limited to color and quality selection of exterior paint or stain) shall be submitted to the Corporation and shall show the size, materials, design and location thereof. One set of the previously mentioned plans shall be left on permanent file with the Corporation. The construction, placement or alteration of such residence, addition, appendage, appurtenant structure or exterior alteration shall not be commenced unless and until the written approval of such plans by the Board of Directors of the Corporation has first been secured. Written approval or disapproval of such plans shall be given by the Board of Directors of the Corporation within thirty (30) days from and after receipt thereof. The exclusive right to approve or disapprove any such plans is reserved to the Board of Directors of the Corporation, based upon the sole opinion of the Board of Directors of the Corporation as to the conformity of such plans to the general design standard, and overall characteristics of the Property.

VII. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

VIII. The Commons (excluding driveways to any individual Lot from any Roadway, and also excluding any sidewalk located between any of the Roadways and the building constructed on any Lot), and all utilities located within the Commons shall be permanently repaired and maintained by the Corporation. The Roadways, including all utilities located within the Roadways and all appurtenances on things incidental thereto shall be repaired and maintained by the Corporation.

Each individual Lot Owner at their own expense, shall maintain and repair in good condition the exterior of the dwelling unit located on such Lot owner's Lot, the driveway from such Lot owner's Lot to the Roadways, and the sidewalk located between such Lot owner's dwelling and the Roadways, and all other sidewalks, patio's and/or decks specifically serving such Lot.

IX. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot, provided however, that the Owner may place signs, advertising Lots for

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sale, and provided further, that a sign advertising a single lot for sale may be placed upon such Lot by the Lot Owner.

X. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except one dog or cat; provided however, that such dog or cat shall not be raised, bred or kept for any commercial purpose and a fee may be imposed by the Corporation as a condition precedent to a Lot Owner keeping such dog or cat, and; provided, further, that if, in the sole opinion of the Board of Directors of the Corporation, such dog or cat is deemed to be offensive or an annoyance to any other Lot Owners, the Lot Owner keeping such dog or cat may be required to remove the same from the Property.

XI. 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 Corporation, 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.

XII. The Corporation shall have two classes of Membership:

Class "A" Memberships shall include all Members of the Corporation except the Owner. 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, provided, however, that no more than one vote shall be cast with respect to any such Lot.

Class "B" Membership shall include only the Owner or its assigns, who shall initially be entitled to 72 votes; 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 by the Class B member shall be reduced by 2.

XIII. Each Member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons 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, nor plant any plants on the Commons without the prior written consent of the Corporation.

XIV. The rights of the Members of the Corporation in and upon the Commons and the Roadways shall be subject to the following:

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(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 Corporation, as provided in its Articles of Incorporation and By-Laws to suspend the use of the Commons by any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any other infraction of the published rules and regulations governing the use and maintenance of the Commons and the Roadways;

(c) The right of the Corporation to dedicate or transfer all of any part of the Commons 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 special meeting;

(d) The dedication and transfer of the Roadways to the City of Lincoln on behalf of the public;

(e) The use of the Roadways by the general public pursuant to a public easement granted or to be granted by the Owner.

XV. Except for the duty and obligation of each individual Lot owner to maintain and repair their respective driveway, sidewalk, patios and decks (as set forth at paragraph VIII), 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 be deemed to covenant to maintain and repair the landscaping of the Commons and to maintain, repair and remove snow from the Roadways and the sidewalks parallel to the Roadways. 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, maintenance and repair of the Commons and the Roadways. 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 general assessment. Each Lot shall be liable for 1/36th of the total annual and special general assessments.

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XVI. The lien 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 such assessment is made.

XVII. Annual general assessments shall be made by the Board of Directors of the Corporation for maintenance of the Commons and the Roadways and for the payment of taxes and special assessments levied against the Commons by the City of Lincoln, Nebraska, subsequent to the execution and recordation of these Protective Covenants. Special general assessments for capital improvements of the Commons and the Roadways may be made by the Board of Directors, provided however, that such assessments 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 noticed of such special general assessment shall be contained in the notice of such special meeting.

XVIII. The Corporation shall provide for the upkeep and maintenance of the Commons and Roadways as may be determined by the Corporation to be in the best interests of the Corporation and the public, and shall annually assess the Lots and the Members for upkeep and maintenance of the Roadways, including the payment of taxes and special assessments levied by the City of Lincoln or Lancaster County. Such general assessments shall be assessed by the Corporation to its Members and shall be a lien on the Lot and a personal obligation of the record title holders as set forth in Paragraph XV and XVI herein.

XIX. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the dwelling owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to paragraph VIII hereof, in a manner satisfactory to the Board of Directors of the Corporation, the Board of Directors of the Corporation may authorize and direct the maintenance or repair of such Lot or dwelling, or driveway or sidewalk by agents or employees of the Corporation. 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.

XX. Any wall placed or constructed on any common Lot line between two adjoining Lots within the Properties 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

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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 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.

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 Corporation, 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.

XXI. All Lot Owners and members of the Corporation agree to abide by all rules and regulations promulgated by the Corporation.

XXII. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by the Owner, the Corporation, all Members of the Corporation, any Lot Owner and their respective heirs, executors, administrators, successors and assigns 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 Corporation approved by a 2/3 vote of the Membership of the Corporation shall have been recorded, agreeing to a termination or modification thereof.

XXIII. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding

is successful it, he or she shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

XXIV. Any instrument amending, modifying, abrogating or cancelling these protective covenants pertaining to the structure, existence or financing of the Homeowner's Association must be approved by the City of Lincoln in writing and recorded before it shall be effective.

XXV. 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.

Dated this 1st day of MAY, 1990.

Approved as to form:

RIDGE DEVELOPMENT, LTD., A
NEBRASKA LIMITED PARTNERSHIP

Dana Popper
City Attorney
9/7/90

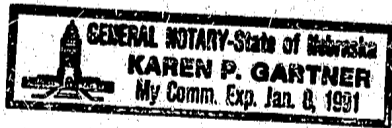
By: *Thomas E. White*
Thomas E. White,
General Partner

By: *John C. Brager*
John C. Brager,
General Partner

STATE OF NEBRASKA)
) ss.
Lancaster County)

On this 1st day of May, 1990, before me, the undersigned, a Notary Public in and for said County, personally came Thomas E. White and John C. Brager, General Partners of Ridge Development, Ltd., a Nebraska limited partnership, to me personally known to be the General Partners and the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal the day and year last above written.



Karen P. Gartner
Notary Public

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LANCASTER COUNTY, NEBR.

Dan Gallo

REGISTER OF DEEDS

1990 SEP -7 AM 9:22

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

Mike Morrow Atty
PO 83439
68501

INST. NO. 90-27624

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