
Please record and return to: Alan Slattery, Esq., Rembok Ludtke LLP, 1128 Lincoln Mall, Ste. 300, Lincoln, NE 68508

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAGE WEST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE WEST (the "Declaration") is made as of the 31st day of August, 2017, by Ringneck Development, LLC, a Nebraska limited liability company (the "Developer"), having a mailing address of 11904 Arbor Street, Suite 200, Omaha, Nebraska 68144.

WITNESSETH:

WHEREAS, the Developer is the current owner of the real property located in the City of Lincoln, County of Lancaster, State of Nebraska, which is legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, the Developer desires that the Real Property be developed pursuant to a general plan of improvement, and further desires that the Real Property be subject to the easements and the covenants, conditions, and restrictions hereinafter set forth.

NOW THEREFORE, the Developer hereby declares that the Real Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Property and be binding on all parties having any right, title or interest in the Real Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

As used herein, the following terms shall have the meaning hereinafter ascribed thereto:

Section 1. "Common Area(s)" shall mean and refer to that portion of the Property (including the improvements thereto) owned by the Developer and intended for the nonexclusive use by the Owners pursuant to this Agreement. Common Areas shall include without limitation, common utility lines and systems, and the private access road servicing the Property (if any), each to the extent owned by the Developer and not previously dedicated to the City of Lincoln, Nebraska.

Section 2. "Lots" shall mean and refer to the plots of land shown upon any recorded subdivision map of the Property, other than the Common Areas.

Section 3. "Owner(s)" shall mean and refer to any person or entity which is the titleholder of a fee or undivided fee interest in one or more Lots which are a part of the Property (as defined herein), except for any person or entity who holds such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to the Real Property and such additions thereto as may hereafter be brought within the jurisdiction of these covenants pursuant to Article VIII, Section 1 hereof.

**ARTICLE II
COMMON AREA**

Section 1. Use of Common Areas. Every Owner shall have the right to use and enjoy the Common Areas and shall have an easement upon the Common Areas for the use thereof, which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Control of Common Areas. The Developer shall exercise exclusive control over the Common Areas, including, but not limited to, the following rights:

- a. The right of the Developer to suspend the use of the Common Areas by any Owner for any period during which an assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules and Regulations (as hereinafter defined) governing the use of the Common Areas.
- b. The right of the Developer to dedicate or convey all or any part of the Common Areas to any public entity.
- c. The right to make changes or improvements to the Common Area.

- d. The right to establish and enforce reasonable rules and regulations applicable to the Common Areas (the "Rules and Regulations").

**ARTICLE III
COMMON AREA MAINTENANCE**

Section 1. Maintenance of Common Area. Each Owner of a Lot, by the acceptance of a deed, covenants to pay general and special assessments to the Developer for the administration, maintenance or improvement of the Common Areas in accordance with Article IV hereof.

Section 2. Maintenance of Lots. Each Owner shall maintain its own Lot including, without limitation, the exterior of all buildings and other improvements from time to time located on such Owner's Lot, in a first-class condition and in good order, maintenance and repair; provided, however, that nothing contained herein shall prevent one or more Owners from forming their own sub-association to maintain their Lots pursuant to the standards set forth in this Declaration.

**ARTICLE IV
GENERAL AND SPECIAL ASSESSMENTS**

Section 1. Initial Construction of Common Area Improvements. The Developer shall be responsible for construction of the initial improvements to the Common Areas consisting of the private roadways and the sewer and water mains required by the City of Lincoln as of the date hereof, if any.

Section 2. Common Area Maintenance. Developer shall be responsible for the maintenance, operation, and management of the Common Areas in a manner determined, in its reasonable discretion, necessary or prudent by the Developer so as to maintain the Common Areas in a manner consistent with the maintenance of common areas in subdivisions substantially similar to the Property and located in Lincoln, Nebraska. "Common Area Maintenance" shall consist of, with respect to the Common Areas: snow removal; lawn service; landscaping; and other general maintenance of the Common Areas as determined prudent by Developer from time to time. Common Area Maintenance shall not include any of the "Capital Improvements" described in Article IV, Section 4 below. "Common Area Expenses" shall mean, all sums expended, or reasonably reserved, for completion of the Common Area Maintenance by Developer; all real and personal property taxes levied against, and assessments applicable to, the Common Areas; premiums with respect to insurance carried by the Developer with respect to the Property, if any; water, sewer, electric, and gas charges with respect to the Common Areas; reasonable administrative expenses; and a reasonable management fee and/or the cost of any personnel or any management organization retained by Developer to accomplish the Capital Improvements and/or manage the obligations of Developer herein (not to exceed fifteen percent (15%) of the Common Area Expenses other than such management fees and/or costs); and all other costs and fees necessary or beneficial in the Developer's judgment for the repair, maintenance, or operation of the Common Areas.

Section 3. Payment of Common Area Expenses. Annual general assessments for Common Area Expenses, as hereinafter defined, shall be assessed by the Developer against each Lot and are due and payable within thirty (30) days of delivery of an invoice to the Owner. General assessments for Common Area Expenses shall be split equally among the Lots within the Property.

Section 4. Special Assessments. From time to time, Developer may determine, in its reasonable discretion, that certain Capital Improvements are necessary or prudent (i) so as to enable Developer to maintain the Common Areas in a manner consistent with the maintenance of common areas in subdivisions substantially similar to the Property and located in Lincoln, Nebraska, or (ii) for the general benefit of the Owners of the Lots. "Capital Improvement(s)" shall mean the construction of new improvements to the Common Areas and the repair or replacement of existing improvements on the Common Areas (following the initial construction by Developer referenced in Article IV, Section 1 above), including but not limited to construction, repair or replacement of any road, sidewalk, fence, fountain, structure, detention pond, drainage ways, or other improvements located on the Common Areas. All costs relating to any Capital Improvements, the cost of any insurance or bonding required in the construction of such Capital Improvements, reasonable administrative costs, and a reasonable management fee and/or the cost of any personnel or any management organization retained by Developer to accomplish the Capital Improvements and/or manage the obligations of Developer herein (not to exceed fifteen percent (15%) of the cost of the Capital Improvement other than such management fees and/or costs), shall be assessed to the Owners separately from and in addition to the Common Area Expenses ("Special Assessments"), and shall be due and payable with thirty (30) days of delivery of an invoice to the Owner. Special Assessments shall be split equally among the Lots within the Property. In the event that Developer shall reasonably anticipate that the cost for any Capital Improvement within a twelve (12) month period will exceed \$50,000.00, prior to Developer completing such Capital Improvement, and being required to complete such Capital Improvement, the Capital Improvement shall be approved by the affirmative vote of a majority of the Owners, present in person or by proxy, at a meeting duly called for such purpose by the Developer upon five (5) days prior written notice of such meeting. Whenever a notice or invoice is required to be provided to the Owner's hereunder, such notice shall be deemed delivered to such Owner when mailed or personally delivered to the address of each Lot.

Section 5. Late Payment and Charges. Any assessment for Common Area Expenses or Special Assessments which is more than thirty (30) days past due shall accrue interest at the rate of fourteen percent (14%) per annum. Each Owner acknowledges that the late payment of any assessment will cause the Developer to incur certain costs and expenses not otherwise contemplated, the exact amount of such costs being extremely difficult and impractical to fix. It is, therefore, agreed that the charging of interest for late payment of an assessment is in addition to and does not diminish or represent a substitute for any or all of the Developer's other rights to enforce the provisions of the Declaration. In addition to the foregoing and any amounts otherwise due to the Developer hereunder, each Owner agrees to pay such additional costs, fees, charges, and expenditures, as the Developer may

incur or levy in the process of collecting the monies due and delinquent from such Owner, including but not limited to: (i) reasonable attorney's fees and costs incurred in the event an attorney is employed to collect any dues, assessment or sum due, whether by suit or otherwise; (ii) costs of suit and court costs incurred as allowed by court; and (iii) costs of filing a notice of lien in the Office of the Register of Deeds.

Section 6. Liability and Lien. Assessments for Common Area Expenses and/or Special Assessments shall be the personal obligations of the Owner who is, or was, the titleholder of the Lot assessed at the time of the assessment, shall bear interest until paid as stated in Article IV, Section 5 and, when shown of record, shall be a lien upon such Owner's Lot, or if Owner no longer owns such Lot, the Lot for which the assessments were assessed.

Section 7. Creation of Association Upon Triggering Event. The rights and obligations of Developer in this Declaration shall continue throughout the Term. Notwithstanding anything to the contrary contained herein, once three-fourths ($\frac{3}{4}$) of the Lots have been sold to third parties, Developer shall then create a nonprofit corporation (the "Corporation") to serve as a homeowner's association. Upon the creation of the Corporation, each of the Owners of Lots shall automatically become members of the Corporation with each Lot having one (1) vote. Any person or entity who holds such interest in a Lot merely as security for the performance of an obligation shall not be a member. Except as otherwise provided herein, a majority of votes cast, in person or by proxy, at a duly called meeting of the members of the Corporation in which quorum is present is required for any action taken by the members of the Corporation. A quorum of members shall be the presence at the meeting, in person or by proxy, of members who hold at least twenty-five percent (25%) of the votes. The Developer shall assign to the Corporation, and the Corporation shall agree to assume, all of Developer's obligations pursuant to this Declaration (including but not limited to the transfer of title to the Common Areas to the Corporation), and the Developer shall be released from, and shall cease to have any further obligations hereunder. The Corporation shall indemnify, defend and hold harmless the Developer with respect to such obligations from and after the date of assignment. The costs and expenses incurred by Developer in creating the Corporation and assigning its rights and obligations to the Corporation, shall be assessed to the Owners of the Lots and reimbursed to Developer or paid by the Corporation to the Developer, at the election of the Developer.

Section 8. Certificate of Occupancy. Notwithstanding anything to the contrary herein, no assessment for Common Area Expenses or Special Assessments shall be assessed against a Lot until a certificate of occupancy has been issued by the City of Lincoln for the improvements built on said Lot. If a certificate of occupancy is issued after an assessment for Common Area Expenses has been assessed, but before the time period covered by such assessment has passed, the Lot shall be subject to such assessment(s) on a prorated basis for the remainder of the time covered by the assessment.

**ARTICLE V
USE RESTRICTIONS AND COVENANTS**

Section 1. Use. No Lot within the Property shall be used for any use other than for single-family residential purposes. Residential purposes shall include rental units as allowed by the City of Lincoln Municipal Code.

Section 2. Prohibited Uses. None of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Lots: any public or private nuisance; any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; or any noxious or offensive trade or activity.

Section 3. Completion of Construction. Any building placed or constructed upon any Lot within the Property shall be completed within twelve (12) months after the commencement of construction.

Section 4. Approval of Plans. Plans for (i) any building or other improvement to be placed or constructed upon any Lot within the Property, or (ii) any major repair or replacement of all or any portion of the exterior of the building or other improvement (including fences), shall be submitted to the Developer and shall show the design, size and exterior material for the building or improvement and the plot plan for the Lot (the foregoing shall apply to any primary and accessory structures on a Lot, including but not limited to sheds, patios, decks, patio covers, gazebos, play structures, and sandboxes). One set of plans shall be left on permanent file with the Developer. Construction of the building or improvement shall not be commenced unless written approval of the plan has been secured from the Developer, in its sole discretion. Written approval or disapproval of the plans shall be given by the Developer within thirty (30) days after receipt thereof. A written statement of the grounds for disapproval shall be provided for any disapproved plans. All construction shall be performed (i) in accordance with the applicable plans and specifications approved by Developer; (ii) with due diligence and in good and workmanlike manner, using new and/or first-class materials; (iii) in accordance with all applicable laws, ordinances, rules and regulations; and (iv) in accordance with the terms and provisions of this Declaration. Notwithstanding the foregoing, this Section 5 shall not apply to the Developer, and Developer may construct any buildings or improvements on the Lots without obtaining approval from the Corporation even after Developer's rights have been transferred to the Corporation.

Section 5. General Standards.

Exterior finish: Developer shall approve all exterior finish materials and colors.

Roof: All roof pitches shall be a minimum of 6:12 or as may be dictated by a unique architectural style. Roofing materials shall be equal to or better than an architectural grade shingle which provides an appearance of depth such as the Horizon shingle.

Elevations: Developer shall determine the out of grade elevation for all dwellings and improvements. Front elevations need to be comprised of at least 30% stone/brick or 40% stone/brick/window glazing. Trim is required on all windows on the front elevation.

Garages: All residential structures shall have an attached garage capable of holding a minimum of two full-size vehicles. All residential driveways shall be concrete and driveways in the front yard shall not exceed 30 feet in width.

Section 6. Grading. The Developer shall have the exclusive right to establish grades and slopes for all Lots within the Property and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property.

Section 7. Additional Structures. No structures, such as trailers, tents, mobile units, double-wides, basement houses, garages, or barns shall be erected or placed on the Lots for the purpose of temporary or permanent quarters. Outside storage buildings are discouraged, but shall be allowed upon the sole discretion of Developer.

Section 8. Size. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be:

Single story ranch	1,200 sq ft main levels
One and one half, two story	1,400 sq ft total
Multi level	1,300 sq ft total

Section 9. City Requirements and Setbacks. All buildings and improvements constructed on Lots within the Property shall be constructed in conformity with the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks shall be installed as required by the City of Lincoln, Nebraska. Each individual lot Owner, other than Developer, shall indemnify and hold harmless Developer from any liability or cost incurred in connection with the timely installation or payment of any public sidewalk parallel to each street which abuts such owner's Lot. Setbacks of dwellings from the lot line shall be within the limits established by the City of Lincoln, Nebraska zoning code.

Section 10. Fencing. No wall or fence shall be erected or maintained on the Lots without the prior written approval of Developer. Any approved fencing shall be of vinyl material.

Section 11. Animals. No animals, livestock, poultry, or fowl of any kind shall be raised, bred, or kept on the Lots, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Pets must be kept on a leash or be under control of the Owner at all times. No outside kennels are allowed to be built on the Lots.

Section 12. Damage. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild,

repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

Section 13. Commercial Vehicles and Boats. No campers, recreational vehicles, motor coaches, commercial tractor trailers, boats, jet skis, or oversized commercial vehicles of any variety are allowed to be parked in front of or on any Lot except (i) to the extent such vehicle or device is parked or otherwise located within an enclosed structure on a Lot, or (ii) for temporary parking not to exceed fourteen (14) days per calendar year.

Section 14. Solar Panels. No solar panels shall be allowed unless the panels are located on the roof, and mounted flat against the roof.

Section 15. Satellite Dish, Antennas and Wiring. All outdoor wiring for any Lot shall be placed underground. No wires for electrical power, telephone, radios, television or any other use shall be placed or permitted above the ground on any Lot within the Property, except inside a residence. No aerials, antennas, television dishes, poles, towers or other receiving or sending devices shall be placed or permitted above the ground on any Lot; provided, however, that one (1) small satellite dish not in excess of a 24 inch circumference shall be permitted on each Lot, provided it is located and screened so as to be as unobtrusive as is reasonably possible.

Section 16. Signs. No advertising signs, billboards, or other advertising devices shall be permitted on any Lot within the Property, except (a) a yard sign placed by the owner of the lot advertising such lot is for sale, (b) a yard sign placed by the owner for political purposes and (c) a yard sign placed by the general contractor during construction on a lot; provided such permitted signs may not be larger than 24 inches by 36 inches. Developer may erect signs of any size advertising Lots for sale within the Property, and a sign advertising a single Lot for sale may be erected upon any Lot.

Section 17. Exterior Lighting. Exterior lighting shall be minimized. When exterior lighting is desired, fixtures shall be covered so that no light source is directly visible from the street at a height of five feet from the ground plane at the light source, with the exception of recessed soffit lighting. Lights that produce a warm effect rather than a cool effect should be utilized.

Section 18. Nuisance. No activity shall be conducted or permitted upon any Lot within the Property which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining Lots.

Section 19. Maintenance of Landscape Screens. Each Owner of a Lot on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

Section 20. Failure to Maintain. In addition to any other remedy available to Developer, in the event any Owner of a Lot fails or refuses to perform any required maintenance or upkeep of any landscape screen or general maintenance obligations, the Developer after seven (7) days' notice to the Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a fifteen percent (15%) administration fee shall be the personal obligation of the Owner who is or was the Owner of such Lot at the time of such failure to maintain, and shall bear interest at the rate of fourteen percent (14%) per annum and shall be a lien upon the Lot assessed.

Section 21. Fine Schedule. From time to time, the Developer may create a schedule of fines for violation of the Rules and Regulations or of any of the covenants contained herein, which fines shall be treated and billed as an additional assessment to the offending Owner and the applicable Lot. Prior to issuing a fine, the Developer shall give the Owner notice and the opportunity for a hearing in accordance with applicable law.

Section 22. Variance. An Owner may be entitled to a variance in the covenants for a Lot if the Developer agrees to the requested variance. Requested variances must be in writing and the request must state if it is for a permanent or temporary variance, and if temporary, it must state how much time is requested.

Section 23. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the Property, each Owner who is the titleholder of one of the adjoining Lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the Lot. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the Owners of the adjoining Lots. The provisions of this Article V, Section 23, shall not operate to relieve any Owner from any liability which such Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

ARTICLE VI MAINTENANCE STANDARDS FOR LOTS

Section 1. Lawn Maintenance and Debris. All grass for developed Lots shall not exceed a height of 8 inches (8"). All weeds and grass for undeveloped Lots shall not exceed twelve inches (12") or more in growth. Weeds, grasses and other vegetation shall be mowed during the time period from May 15 through September 15 of each year.

Section 2. Waste Removal. There shall be no accumulation of junk, debris, or offensive materials on any Lot. All waste, garbage and trash must be kept in plastic trash containers with attached lids. Garbage and trash removal shall be done at least weekly during occupancy. At all times, the trash containers shall be protected from domestic and wild animals to prevent the containers from being spilled onto the ground.

Section 3. Landscape and Sprinkler Systems. All developed Lots within the Property shall have an underground sprinkler system installed and maintained at a minimum in the front yard on each titleholder's Lot. At a minimum all front yards shall be required to have sod upon completion of construction of building.

**ARTICLE VII
EASEMENTS**

Developer hereby grants and conveys the following easements in, to, over, and across the Common Areas for the benefit and use of the Owners:

Section 1. Access Easements. A nonexclusive easement in, to, over and across the Common Areas for vehicular and pedestrian ingress and egress.

Section 2. Term of Easements. The easements set forth herein shall continue in favor of the respective grantees in perpetuity. By taking title subject to this Declaration, each subsequent Owner shall be deemed to have joined in the grant of the easements set forth herein.

Section 3. Construction Easements. Developer shall have the right to grant nonexclusive easements over any portion of the Common Areas or other portions of the Property owned by Developer for the purpose of storing materials and performing any work to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of any and all improvements on the Common Area or other portions of the Property, subject to such reasonable limitations imposed by Developer on the exercise of such easement rights.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Additional Real Estate. The Developer may add additional real estate to the Property or the Common Area, at any time, without the consent of the Owners or any other party. Additions shall be made by the execution and recordation of this Declaration upon such additional real estate.

Section 2. Enforcement. This Declaration shall run with the land and shall be binding upon and enforceable by the Owners of the Lots, the Developer, and all persons claiming under the Developer. The enforcement of this Declaration 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 may be brought by the Developer to enforce any lien or obligation created hereby.

Section 3. Entire Agreement. This Declaration constitutes the entire agreement by the Developer with respect to the subject matter hereof. For a period of ten (10) years

after the recordation of this Declaration, and so long as the Developer owns at least one (1) Lot, the Developer may unilaterally make any amendment to this Declaration even if all other rights of the Developer have transferred to the Corporation. After such ten (10) year period, or if Developer ceases to own any Lots, then an amendment to this Declaration (other than the addition of additional Lots) shall require the written approval of not less than sixty-seven percent (67%) of the Members. Any such amendment shall be effective upon execution and recordation of such amendment against the Property.

Section 4. Severability. If for any reason whatsoever, any one or more of the provisions of this Declaration shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Declaration inoperative, unenforceable, or invalid.

Section 5. Rights of Successors. The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors, and assigns. The singular number includes the plural, and the masculine gender includes the feminine and neuter.


Section 6. Term. This Declaration and each term, easement, covenant, restriction, and undertaking of this Declaration shall be effective as of the date hereof and will remain in effect for a term of twenty-five (25) years and shall be automatically extended for successive terms of ten (10) years each unless and until any amendment thereto or termination thereof shall have been approved in accordance with Article VIII, Section 3 hereof (the "Term").

Section 7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Developer that this Declaration shall be strictly limited to and for the purposes herein expressed.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date first written above.

Ringneck Development, LLC
a Nebraska limited liability company

By: 

Title: VP

STATE OF NEBRASKA)
)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 31 day of August, 2017, by Michael Preston the Vice President of Ringneck Development, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

State of Nebraska - General Notary
AARON WHALEY
My Commission Expires
August 1, 2019

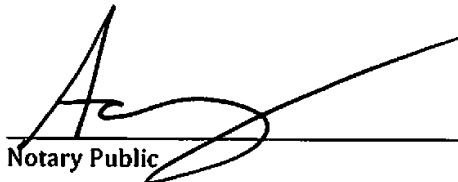

Notary Public

EXHIBIT A

Legal Description

Lot One (1), Block One (1); Lots One (1) through Thirteen (13), Block Two (2); Lot One (1); Block Three (3); Lots One (1) through Eight (8), Block Four (4); Lots One (1) through Nine (9), Block Five (5); and Lots One (1) through Ten (10), Block Six (6), Village West Addition, City of Lincoln, Lancaster County, Nebraska.

Outlot A, Village West Addition, City of Lincoln, Lancaster County, Nebraska.