

7255

RESTRICTIVE COVENANTS

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

Lots 1-14, Block 1; Lots 1-10, Block 2; Lots 1-15, Block 3; Lots 1-5, Block 4; Lots 1-4, Block 5; and Lots 1-14, Block 6, Williamsburg Village, Lincoln, Lancaster County, Nebraska (Single-Family Properties) and

Outlots A, B, C, D, E, and F, (Recreational Commons) and the landscaped islands within Williamsburg Blvd, Cape Charles Court, Lynchburg Court, and Culpepper Court (Limited Commons), Williamsburg Village, Lincoln, Lancaster County, Nebraska (together with any Additional Commons being collectively referred to as Commons).

The real estate is located within Williamsburg Village, a Planned Unit Development applied for by the Owner and subject to approval by the City of Lincoln, Nebraska, pursuant to the requirements of Lincoln Municipal Code §27.60. (The Williamsburg Village Planned Unit Development, and as it may be amended from time to time shall be referred to as Williamsburg PUD).

Future phases of the Williamsburg PUD may include additional Commons and multi-family uses (Multi-Family Properties) or other uses (Other Properties) of the adjacent real estate. The Single-Family Properties, Multi-Family Properties, Other Properties and Additional Properties are collectively referred to as the "Properties."

Williamsburg Owner's 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 and Commons.

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1. USE: No lot within the Properties shall be used other than as designated under the Williamsburg PUD.

2. COMPLETION OF CONSTRUCTION: Any building or other improvement placed or constructed upon any lot within the Properties shall be completed within one year after the commencement of construction. In the event construction does not occur within three years from the date title to a lot is transferred by the Owner, the Owner, its successors and assigns shall have the option to repurchase the lot for the amount paid to Owner for the lot. Owner may exercise the option by sending written notice to the titleholder of the lot.

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; provided a satellite dish up to 4 feet in circumference may be permitted subject to written approval under Paragraph 6 specifying the location and required screening for the dish.

4. GRADING: The 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.

5. MINIMUM GRADE ELEVATIONS: Dwellings on lots 4-7, and 14, Block 1; and Lots 1-10, Block 2 shall be constructed with all doors, windows, or other openings of any kind 7.00 feet above the flow line of the low flow channel liner abutting the lot and no opening shall be located below an elevation of 1131.00 based on City of Lincoln Datum. For Lots 1-5, Block 4 and Lots 1-4, Block 5 the minimum opening elevation shall be no lower than 1156.20 based on City of Lincoln Datum.

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6. APPROVAL OF PLANS: Plans for any building or other improvement, including fences, 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 the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. The Owner shall provide its approval in a form sufficient for recording against the lot. It shall be the responsibility of the titleholder of the lot to file the approval with the Register of Deeds for Lancaster County, Nebraska. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. Upon disapproval, a written statement of the grounds for disapproval shall be provided. 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 after buildings shall have been placed or constructed upon three-fourths of the lots within the Properties.

7. PLAN APPROVAL STANDARDS - SINGLE FAMILY PROPERTIES: The following minimum standards shall be applied in the review of plans for all buildings and improvements constructed, remodeled or reconstructed within the Single-Family Properties; however, compliance with these minimum standards shall not limit the discretion of the Owner to disapprove plans in accordance with Paragraph 6.

- (a) All buildings shall be of colonial, georgian or traditional style architecture with a minimum roof pitch of 6:12.
- (b) All exposed foundation walls shall be faced with brick or wood siding.
- (c) Chimneys of all fireplaces on outside walls shall be faced with brick or stone.

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- (d) The front elevation of all buildings shall be a minimum of 50% brick; provided authentic colonial style buildings with less than a 50% brick front elevation will be permitted if they include a brick chimney and a brick faced foundation on all four sides of the building.
- (e) All buildings shall be equipped with lighted address numerals.
- (f) All fences shall be constructed of wood, shall be placed with the finished side facing outward from the lot line, and shall not be constructed closer to the street than the front elevation of the building.
- (g) If active solar panels are installed, they shall be flush with the roof or sidewall of the building and shall not be located in any yard or upon accessory buildings.
- (h) All garages shall be attached to the building and no automobile entrance on the front elevation; however, the Owner may approve front entrances for garages on lots with less than 110 feet of frontage.
- (i) The minimum finished floor area, exclusive of basements and garages shall be as follows:
 - (i) Within Blocks 2, 3, and 4, a single-story ranch style dwelling shall be a minimum of 2,400 sq. ft. and a two-story dwelling shall be a minimum of 3,200 sq. ft.;
 - (ii) Within Blocks 1, 5, and 6, a single-story ranch style dwelling shall be a minimum of 1,900 sq. ft. and a two-story dwelling shall be a minimum of 2,500 sq. ft.
- (j) Roofing materials shall be exclusively of wood or slate provided the Owner in accordance with Paragraph 6 may approve aesthetically comparable materials.
- (k) All lots within Blocks 2, 3, and 4 within the Single-Family Properties shall have an underground sprinkler system installed on the lot by the titleholder prior to seeding or sodding of the lot.

8. PLAN APPROVAL STANDARDS - MULTI-FAMILY PROPERTIES AND

OTHER PROPERTIES: The design goal for the Multi-Family Properties and Other Properties is to create a planned development

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consisting of a variety of building sizes which are collectively related to the Williamsburg or Georgian Style of Architecture. That architectural style consists of buildings with the predominate use of brick for exterior walls, typically in the red to brown color ranges. Horizontal clapboard siding is commonly used on single or two story structures. Roof's are steeply pitched and consist of wood or slate roofing materials. The style is also characterized by the extensive use of brick chimneys, dormer windows, tall-narrow double hung windows with divided lights, window shutters, transom windows above entry doors, brick banding and subtle brick detailing around windows/doors, built-up cornices with dentils, cupolas and brick pavers for walkways.

In order to achieve the design goal, Owner shall establish the minimum standards in the review of plans for all buildings and improvements constructed, remodeled or reconstructed within the Multi-Family Properties and Other Properties at the time they are made subject to these Restrictive Covenants. The minimum standards shall establish design requirements for the following categories: (a) Building Height, Scale and Proportion; (b) Exterior Building Materials; (c) Building Design Details and Features; (d) Exterior Signage; and (e) Landscaping. Compliance with the minimum standards to be established by the Owner shall not limit the discretion of the Owner to disapprove plans in accordance with Paragraph 6.

9. CITY REQUIREMENTS: All buildings and improvements within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska and the Williamsburg PUD. Public sidewalks and street trees shall be installed as required by the City of Lincoln, Nebraska.

10. LANDSCAPING: The Owner shall plant street trees in accordance with the requirements of the City of Lincoln, Nebraska. Within six months after the completion of construction on any lot within the Single-Family Properties, the titleholder of each lot

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shall plant and maintain a minimum of four two-inch caliper deciduous trees and four coniferous trees which shall be a minimum of 5 feet in height. The titleholder shall also plant and maintain a minimum of 20 one-gallon shrubs; however, such shrubs shall not be planted in a manner as to form a boundary hedge in a location nearer to the street than the front elevation of the dwelling. Upon failure to comply with this requirement or the requirements to be established under paragraph 8, the Corporation may employ the services of a nursery for the purpose of bringing the lot into compliance and assess the costs thereof against the lot. When shown of record, such assessment shall be a lien upon the lot and shall bear interest at the rate of 14% per annum until paid.

11. EROSION CONTROL: During construction on any lot in the Properties, the titleholder shall control soil erosion, using an erosion control mat and straw bales. Upon failure to do so, the Corporation may enter upon the lot and take such steps as may be necessary to control erosion and bring the lot into compliance with this section and assess the costs thereof against the lot. When shown of record, such assessments shall be a lien upon the property and shall bear interest at the rate of 14% per annum until paid.

12. 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.

13. 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.

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14. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Single-Family Properties.

However, the 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 within the Single-Family Properties. Signs may be permitted on the Multi-Family Properties and Other Properties in accordance with Paragraphs 6 and 8 above.

15. 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. No kennel may exceed 12 feet in length or 6 feet in width or 6 feet in height. All kennels shall be constructed from black chain-link fencing, and the location of any such kennel shall be approved by the Owner in accordance with Paragraph 5 above.

16. 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 driveway for a period of time not to exceed 14 days per year.

17. 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.

18. 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 Assessment Unit.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to eight votes for each Assessment Unit. 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.

19. CONVEYANCE OF COMMONS: The Owner shall convey the Commons to the Corporation, free from encumbrance, prior to the date on which the Owner's Class B membership in the Corporation is converted to Class A membership.

20. USE OF COMMONS: Each member of the Corporation or their tenants 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.

21. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation and their tenants 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.

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- 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 Commons.
 - D. The right of the Corporation to charge reasonable admission and other fees for the use of the Commons.
 - 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.

22. 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 based upon the Assessment Units allocated to the lots within the Properties as provided in Paragraph 23. 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 14% per annum until paid, and, when shown of record shall be a lien upon the lot.

23. ALLOCATION OF ASSESSMENT UNITS: The Assessment Units are allocated to the lots within the Properties as follows:

- (a) Lots sharing a common lot line with the Recreational Commons:

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	<u>No. of Assessment Units</u>
(i) Single-Family Properties	10
(ii) Multi-Family Properties	2/dwelling unit
(iii) Other Properties	1 per 250 sq. ft. of building area

(b) Lots without a common lot line with the Recreational Commons:

	<u>No. of Assessment Units</u>
(i) Single-Family Properties	5
(ii) Multi-Family Properties	1/dwelling unit
(iii) Other Properties	1 per 500 sq. ft. of building area

(c) Unimproved Lots. Until such time as an occupancy permit is issued by the City of Lincoln for improvements located on a lot, the allocation shall be limited to one-fourth of the Assessment Units established above.

24. MAINTENANCE OF LANDSCAPE SCREENS: The Corporation covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska. Each member of the Corporation who is the titleholder of a lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment, shall bear interest at the rate of 14% per annum until paid shall be a lien upon the lot assessed.

25. 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.

26. ANNUAL AND SPECIAL ASSESSMENTS: No annual or special assessment for the administration, maintenance or improvement of

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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.

27. ADDITIONS: The Owner may add additional contiguous or adjacent real estate ("Additional Properties" or "Additional 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.

When real estate is made subject to these Restrictive Covenants, it shall be designated as either Multi-Family Properties, Single-Family Properties, Other Properties or Recreational Commons or Limited Commons based upon the designated use under the Williamsburg PUD.

When adding real estate designated as Single-Family Properties, the Owner shall designate and establish the finished floor area requirement for the addition. The requirement may be changed from those established in Paragraph 7(i).

28. WILLIAMSBURG PUD AMENDMENT OR FINAL PLAT AMENDMENT: Owner shall have the right at any time to amend the Williamsburg PUD in which the Properties and Commons may be located. Members of the Corporation covenant not to unreasonably object to any amendment of the Williamsburg PUD provided the amendment does not change the approved use for their lot. Owner shall also have the right to alter the lot configurations in any final plat within the Williamsburg PUD. Upon approval by the City of Lincoln of any amendment to the Williamsburg PUD or final plat located

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within the Williamsburg PUD, the amended use or lot configurations shall be used for applying these Restrictive Covenants.

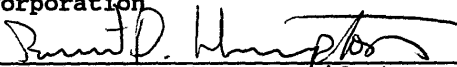
29. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the holders of two-thirds of the cumulative total of voting rights established under Paragraph 18 without regard to class of membership at any time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

30. 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.

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

Dated March 20, 1990.

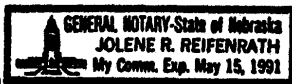
RJL DEVELOPMENT SOUTH, LTD., a
Corporation


Robert D. Hampton, President

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STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
20th day of March, 1990, by Robert D. Hampton,
President of RJL Development South, Ltd., a Nebraska Corporation,
on behalf of the Corporation.



Jolene R. Reifennath
Notary Public

(m2-20-0d)

BLOCK
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CODE
WIVI
CHECKED
ENTERED
EDITED

LANCASTER COUNTY, NEB

Dan Falto
REGISTER OF DEEDS

#6850

90 MAR 20 PM 12:09

ENTERED ON
NUMERICAL INDEX
ED FOR RECORD AS:

INST. NO. 90- 7285

NT ATTN: Scott