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INST. NO 2005

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LANCASTER COUNTY, NE

\$ 67.00

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**RESTRICTIVE COVENANTS**

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

Lots 1 through 12, Block 1, Lots 1 through 29, Block 2, Lots 1 through 23, Block 3, Lots 1 through 17, Block 4, and Lots 1 and 2, Block 5, Woodland View , Lincoln, Lancaster County, Nebraska (Properties) and Outlot A and the island in West Karwat Lane / S.W. 37<sup>TH</sup> Street, Woodland View Addition, Lincoln, Lancaster County, Nebraska (Commons)

Woodland View Homeowners Association, Inc., (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons.

These Restrictive Covenants are established upon the Properties.

1. USE: No lot within the Properties shall be used other than for single-family residential purposes.
2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within six months after the commencement of construction.
3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.
4. APPROVAL OF PLANS: Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Owner shall have the exclusive right to disapprove the plans, if in Owner's opinion, the plans do not conform to the general standard of development in the Properties.

As a minimum, any residential dwelling shall meet the following requirements:

- a. The main floor area, exclusive of porches, terraces, and garages, shall be not less than 750 square feet in area and not less than 1,550 square feet combined total for all floors in the case of a one-and-one-half story or two-story dwelling, nor less than 1,100 in area in the case of a one-story dwelling.
- b. The exterior of any dwelling shall be not less than 35 percent brick or stone veneer on any street frontage, except in the case of a corner lot such

requirement shall apply only to the primary side of the dwelling, and the secondary side facing the street shall consist of brick or stone veneer from ground level to first floor joists.

- c. Roofs shall be equal to or better than architectural grade shingles which provide an appearance of depth, such as the Horizon brand shingles.

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

6. **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.

7. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

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

9. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Properties for any commercial purpose.

10. **RECREATIONAL VEHICLES:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.

11. **WALKWAYS:** Each member of the Corporation, who is the titleholder of a lot which is subject to an easement for a public walkway, shall maintain the walkway.

12. **HOMEOWNERS ASSOCIATION:** Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit 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.

13. **MEMBERSHIP:** The Corporation shall have two classes of membership:

Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to three votes for each lot or living unit in which

the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member, or on August 1, 2012, whichever first occurs.

14. CONVEYANCE OF COMMONS: Owner shall convey the Commons to the Corporation, free from encumbrance, upon completion of the grading and storm water detention improvements required by the City of Lincoln. Owner may retain an easement over the Outlot A for the purpose of grading and construction an extension of West Kehn Drive.

15. USE OF COMMONS: Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

16. RIGHTS IN COMMONS: The rights and easements of the members of the Corporation shall be subject to:

- a. Owner shall have a temporary grading and construction easement over and upon Outlot A for the duration of such grading and construction of an extension of West Kehn Drive in accordance with the approved Preliminary Plat of Woodland View, or as such Preliminary Plat may be modified by the City of Lincoln, Nebraska and a permanent easement for maintenance of such grades.
- b. 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.
- c. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- d. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- e. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- f. 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.

17. **MAINTENANCE OF COMMONS:** The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. Annual and special assessments shall be uniform as to each lot or living unit within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of fourteen percent per annum until paid, and when shown of record shall be a lien upon the lot or living unit assessed. In the event the Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Common Area.

18. **LIEN OF ASSESSMENTS:** The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

19. **ANNUAL AND SPECIAL ASSESSMENTS:** No annual or special assessment for the administration, maintenance or improvement of the Commons shall be levied by the Corporation until legal title to the Commons has been conveyed to the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

20. **ADDITIONS:** The Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants.

21. **AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska, and the right of the Owner to re-subdivide Outlot A and construct an extension of West Kehn Drive as provided in paragraphs 14 and 16 shall not be terminated or modified without the consent of the Owner or the Owner's assignee of such right.

22. **ENFORCEMENT:** The enforcement of these Restrictive Covenants may be by proceedings at law or in equity by the Corporation or any member of the Corporation 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. The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants, restrictions and conditions regarding maintenance of the Common Area. Failure by the City of Lincoln to enforce any covenant, restriction, or condition herein

contained regrading maintenance of the Common Area shall in no event be deemed a waiver of the right to do so thereafter.

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

Dated: August 1, 2005.

HAUSMANN DEVELOPMENT, LLC, a Nebraska limited liability company

By: Joseph T. Hausmann  
Joseph T. Hausmann, Managing Member

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 1 day of August, 2005, by Joseph T. Hausmann, MANAGING MEMBER of Hausmann Development, LLC, a Nebraska limited liability company, on behalf of the company.



Mark A. Hunzeker  
Notary Public

The Undersigned City Attorney hereby approves the form of the Declaration for the limited purpose of conveying maintenance of the Common Area to the Association.

Bob Peo  
City Attorney of the City of Lincoln, NE