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BARTLING & HINKLE, P.C.
5801 S. 58th St., Suite B
Lincoln, NE 68516

THE WOODLANDS AT YANKEE HILL 25TH ADDITION
PROTECTIVE COVENANTS

KNOWN ALL PERSONS BY THESE PRESENTS:

That the undersigned, R. C. KRUEGER DEVELOPMENT COMPANY, a Nebraska corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as "the Declarant", and CALBUBY, LLC, a Nebraska limited liability company, of Lincoln, Lancaster County, Nebraska being the owners of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to-wit:

THW041897

All of Block One (1), Lots One (1) through Two (2) inclusive; Block Two (2), Lots One (1) through Three (3) inclusive; Block Three (3), Lot One (1) inclusive; Block Four (4), Lots One (1) through Sixteen (16) inclusive; Block Five (5), Lots One (1) through Eighteen (18) inclusive; Block Six (6), Lots One (1) through Fourteen (14) inclusive; Block Seven (7), Lots One (1) through Six (6) inclusive; and Outlots A and B, THE WOODLANDS AT YANKEE HILL 25TH ADDITION, Lincoln, Lancaster County, Nebraska.

hereinafter referred to as "the Properties"; and

WHEREAS, the Declarant desires to create upon the Properties a residential community; and

WHEREAS, the Declarant desires to establish a uniform plan for the development of such residential community; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a non-profit corporation under the name and style of The Woodlands at Yankee Hill Homeowner's Association, Inc., hereinafter referred to as "the Corporation"; for the purpose of enforcing the covenants and restrictions created and established against and upon The Woodlands at Yankee Hill Addition to Lincoln, Nebraska, and any additions thereto including the Properties, and for the purpose of administrating and maintaining detention cells, mowing of city parks and other grounds located on any Outlot of The Woodlands at Yankee Hill Addition to Lincoln, Lancaster County, Nebraska including the Properties;

NOW THEREFORE the Declarant does hereby create, establish and adopt the following restrictions against and upon the Properties to-wit:

1. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in the above described property, shall be a member of the Corporation, provided however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. The Corporation shall have two classes of membership:

CLASS "A" memberships shall include all members of the Corporation except the Declarant. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one (1) vote for each lot or living unit in which the interest requisite for

membership is held, provided however, that no more than one (1) vote shall be cast with respect to any such lot or living unit.

CLASS "B" membership shall include only the Declarant or its assigns, who shall be entitled to ten (10) votes for each lot or living unit in which the interest requisite for membership is held, provided however, that the Class "B" membership of the Declarant or its assigns shall be converted to Class "A" membership at, for, and during such time or times as the total number of votes entitled to be cast by Class "B" members equals or exceeds the total number entitled to be cast by Class "A" members.

3. 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 the common areas, provide services to its members, and to provide for the mowing of all city parks located in The Woodlands at Yankee Hill, an addition to the City of Lincoln, Lancaster County, Nebraska, and including all future additions thereto, hereinafter referred to as "the Commons", and which maintenance covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, insurance, taxes, repair, replacement and maintenance of the Commons; further the Corporation and each member covenants not to oppose, in any manner, the development of any property abutting or contiguous to the Properties by the Declarant. Such annual and special 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.

4. The lien of such annual or special assessments shall be subordinated 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.

5. Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for the capital improvements may be rejected at any time within thirty (30) days of the notice of the levy by the vote of a majority 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.

6. The members shall pay annual dues and special assessments to the Corporation as billed. Each member's dues shall be determined on an annual basis for each fiscal year prorating a fractional year which may occur by issuance of a building permit for any dwelling.

7. The dues and assessments shall be the personal obligation of the member who is Owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.

8. Notwithstanding any other provision of these Protective Covenants, the Board of Directors may abate all or part of the dues or assessments due in respect to any lot.

9. The Declarant may, at any time, add additional, contiguous, developed real estate to the Properties without the consent or approval of the members of the Corporation. Such additions shall be made by the execution and recordation by the Declarant of Supplement Protective Covenants against and upon such additional real estate subject to the covenants and restrictions of the Protective Covenants.

10. The Corporation shall provide such services to its members as they may determine. 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 to the extent not otherwise provided for the these Protective Covenants, which Protective Covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the 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 assume the obligations of Declarant to comply with the requirements of the final plat of The Woodlands at Yankee Hill 25th Addition regarding continuous and permanent maintenance of the Commons. In the event the Corporation dissolves, the members shall remain jointly and severally liable for the cost of administering and maintaining the Commons.

11. No lot within the Properties shall be used other than for residential purposes. All lots shall be used for single family dwellings not to exceed two stories in height, and a private garage must be attached to the dwelling. Not more than one dwelling shall be built upon any lot except that nothing herein contained shall prevent the construction of one dwelling on a portion of two or more lots if approved by Declarant. No storage sheds or detached buildings are permitted upon any lot.

12. Declarant or its assignees shall have the exclusive right to establish grades, slopes, and/or contours for all lots within the Properties 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 Properties. Once such grades, slopes and/or contours have been established by Declarant, they shall not be changed in connection with the construction of any building or other improvement on a lot without the written permission from Declarant, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from adjoining lots. Plans for any dwelling structure to be placed or constructed upon any lot within the Properties shall be submitted to Declarant 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 Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans shall be given by Declarant. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's sole opinion, the plans do not conform to the general standard of development in the Properties.

13. The following general standards of development shall guide Declarant in the review of any plans for dwelling structures submitted for approval within The Woodlands at Yankee Hill 25th Addition. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. Declarant shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. Declarant shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Properties.

14. The minimum floor area for any single family dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:

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|------|---------------------------|---------------|
| i. | Single story ranch style: | 1,450 sq. ft. |
| ii. | Two story: | 1,950 sq. ft. |
| iii. | Multi-level/split entry: | 1,650 sq. ft. |

15. All single family dwelling structures on the Properties shall construct at least a two (2) car garage that is attached to the dwelling.

16. Setbacks of single family dwellings from the lot lines are established as follows:

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| i. | Interior Lots: | 20 feet from front lot line, 5 feet from side lot line |
| ii. | Corner Lots: | 20 feet from front lot line and from other street side and 5 feet from side lot line. |

17. Declarant shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

18. Exterior finish.

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| i. | All exterior finish materials and all colors shall be approved by Declarant, provided however that Declarant shall approve earth tones. |
| ii. | The front elevation of any dwelling shall be faced with 40% brick, natural stone, Eifs or Declarant approved maintenance free material. |
| iii. | All exposed foundation walls on the front elevation shall be constructed of or faced entirely with brick, natural stone, or Eifs. All exposed foundation walls on the rear and side elevations shall be constructed of or faced entirely with brick, natural stone, or Eifs, or shall be painted. All corner lots must cover both the front elevation foundation and the secondary street side elevation from ground level to the floor joints in the first floor to be constructed of or faced entirely with brick, natural stone, or Eifs (not painted). |

- iv. Roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth such as the Horizon shingle, and all roofing material shall include a warranty of at least 30 years.
19. All roof pitches shall be a minimum of 6:12 or as may be dictated by a unique architectural style.
20. Any active solar panels shall be constructed and maintained in compliance with all applicable provisions of the Lincoln Municipal Code and shall be flush with the roof or side wall of a dwelling. Solar panels shall not be located in any yard. Solar panels shall be designed to be an integral part of the house structure.
21. Without limiting the discretion of the Declarant to provide written approval or disapproval of plans submitted to Declarant, the following types of construction are prohibited within The Woodlands at Yankee Hill 25th Addition:
- i. Geodesic-dome construction
 - ii. Earth-home construction, whereby the structure is located in a bank with soil spread to a depth upon the roof of such structure;
 - iii. Pre-fabricated home constructed off-site to be placed or erected upon any Lot; and
 - iv. Any building or structure to be moved intact onto any Lot, provided, however, that temporary structures for the storage of tools and materials during the construction of home and the development of the subdivision by Declarant shall be permitted. Any such temporary structure utilized for storage of tools and materials during construction shall be removed within sixty (60) days following completion of such home.
22. The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling. Written approval for other improvements and structures is not required but shall comply with these standards. The Corporation and members of the Corporation shall have the right to enforce these standards.
- a. No walls, fences, structures, or other materials shall be constructed, placed, maintained or permitted to remain within ten feet (10') of any lot line which abuts any common area or detention cell area within the Properties except by prior approval of the Declarant until such time as Declarant's Class "B" membership in the Corporation is converted to Class "A" membership after which time consent shall be obtained from the Board of Directors of the Corporation. Where allowed, fences shall be a maximum of six feet in height, and shall be constructed of wood, plastic or iron. No chain link or scrap metal fences are allowed.
 - b. Satellite dishes shall be located on an area within the rear 25% of the roof area or house structure of the dwelling and shall be screened so as to be as unobtrusive as is reasonably possible. Satellite dishes shall be roof- or wall-mounted and not to exceed twenty four (24) inches in diameter. No more than two (2) satellite dishes are permitted on any dwelling.
 - c. All front, side and rear yard areas shall be seeded or sodded within thirty (30) days after completion of any dwelling constructed within the Properties except for during winter in which case said yard areas shall be seeded or sodded on or before April 1st. Lawns shall be maintained so as to be free of noxious weeds and no taller than 6 inches; no lawn shall be in violation of city codes or ordinances.
23. Any building placed or constructed upon any lot within the Properties shall be completed within twelve months after the commencement of construction.
24. No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.
25. 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 during the construction of the dwelling as required by the City of Lincoln, Nebraska.
26. 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.

27. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. No grass, weeds or other vegetation will be grown or otherwise be permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant lots and Outlots shall not be used for dumping of earth or any waste materials.

28. No advertising signs, sale signs, billboards, or other advertising devices shall be permitted on any lot within the Properties; provided, however that real estate for sale signs are permitted and Declarant may erect signs of any size advertising lots for sale within the Properties and build ornamental structures at subdivision entrances.

29. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or area within the Properties except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

30. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. 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 fourteen (14) days per year.

31. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. At no time during construction of a lot shall vehicles park on or travel across another lot and no materials of any kind shall be stored, permanently or temporarily, upon another lot. During construction of any residence on a lot, a dumpster shall be placed on the lot and no material may be stacked or stored in any street, road or on another lot. Such dumpster shall be covered and must be emptied when full. All holding material, wrappers and other waste shall be placed in the dumpster. All debris caused by wind, vandalism or careless disregard which is on the lot or has been distributed upon neighboring lots shall be promptly picked up and properly disposed.

32. No lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without the prior written approval of Declarant after providing plans and specifications for such split, division or subdivision. This provision does not apply to Declarant.

33. Landscape screens, whether composed of structural or live plant material, which are installed on lots as required by the City of Lincoln, Nebraska, shall be maintained by the lot owners.

34. Proper erosion control measures, including silt fences, straw bales or other measures shall be erected and maintained to prevent soil runoff upon the adjoining lots or streets. Lots shall be regularly mowed, and loose debris and materials shall be picked up and properly disposed of to prevent them from being spread and blown throughout the Properties. Each Member shall be responsible for the enforcement and monitoring of these obligations for all contractor and suppliers performing work upon their lots.

35. If any damage is caused to an abutting lot during construction, the lot owner of the lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting lot to its original condition. Upon notice from Declarant to repair an abutting lot, the lot owner of the lot causing such damage shall have seven (7) days from delivery of such notice to complete repairs, or Declarant may take such measures as may be necessary to repair the damage done to the abutting lot and charge the cost of the measures to the lot owner causing such damage. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of sixteen percent (16%) per annum or the maximum rate allowed by law, whichever is less, until paid.

36. Lot owner shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures as may be necessary to contain erosion of soil on the lots and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a lot shall be subject

to continual review during construction. Declarant shall have the right to require any lot owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting lots, sidewalks or into any street or private roadway. Upon notice from Declarant to repair, maintain or take additional measures to control erosion, the lot owner must comply within forty-eight hours of such notice. In the event the lot owner does not comply within forty-eight hours, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the lot owner. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of sixteen percent (16%) per annum or the maximum rate allowed by law, whichever is less, until paid.

37. Upon acceptance of a deed to a lot, the lot owner automatically assumes responsibility for continuing compliance with the National Pollutant Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plan (SWPPP) permit requirements relating to the lot, including, but not limited to, proper maintenance of erosion control structures in place. Prior to commencement of any construction activity on the lot, lot owner shall (i) submit an Individual Lot Notice of Intent (NOI) and Storm Water Pollution Prevention Plan for the lot to the City of Lincoln Building and Safety Department; and (ii) provide Declarant with a copy of said Individual Lot NOI and SWPPP. Any liability associated with noncompliance with the NPDES SWPPP Permit or Individual Lot NOI and SWPPP relating to the lot after the date it has been transferred by Declarant shall be the sole responsibility of lot owner and no responsibility shall accrue to Declarant.

38. In the event any lot owner fails or refuses to perform any required maintenance and upkeep of any landscape screen or general maintenance obligations, Declarant or the Corporation after seven (7) days notice to the lot owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a ten percent (10%) administration fee shall be the personal obligation of the lot owner failing to perform their maintenance obligations. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of fourteen percent (14%) per annum or the maximum rate allowed by law, whichever is less, until paid.

39. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of The Woodlands at Yankee Hill Addition 25th Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

40. The Declarant reserves the right to develop Common areas with the owner of any adjacent subdivision, including pedestrian walkways, drainage ways, ponds and open space as shown on any final plat of all or any portion of the Properties, or any final plat of all or any portion of the adjacent property, provided that such final plat has been filed with the Lancaster County Register of Deeds and Commons shall be clearly dedicated as such and expressly agreed upon by Declarant and the adjacent owner/homeowner's association (the "Adjacent Association").

a. Declarant may continue to own the Commons or convey same to the Corporation at its sole discretion, but such Commons may be subjected to use rights of the Adjacent Association, provided such Adjacent Association grants use rights to the Members of the Corporation in the adjacent common areas on a reciprocal basis.

b. Each Member of the Corporation shall have the same right to use and enjoy the Commons as a member has with respect to the Commons, as set forth herein.

c. The Corporation shall arrange with the Adjacent Association for maintenance in substantially the same manner as required of the Commons pursuant to the Covenants. The cost of maintenance and other expenses, including any capital improvements, shall be divided between the Corporation and the Adjacent Association based on each association's percentage of the total number of lots that have a right to use Commons. The Corporation's share of Common maintenance expenses shall be included as part of the annual dues.

41. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Declarant, the Corporation, all members of the Corporation, and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five (25) years from 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 owners of two-thirds (2/3rds) of the lots, being members of the Corporation shall have been recorded, agreeing to a termination or modification thereof, however the provisions of these Protective 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.

42. The Declarant until such time as Declarant's Class "B" membership in the Corporation is converted to Class "A" membership shall have the power to grant a variance from any limitation or restriction set forth herein after which time consent shall be obtained from the Board of Directors, by an affirmative vote of two-thirds of its members, subject to the disapproval of the Association. The board shall be required to notify all members about the granting of such variance, in writing, within two (2) days from the date of such decision and if there is no objection raised, in writing, within fourteen (14) days after mailing of such notification, by any Association member, the variance will stand as approved by the Board of Directors. If an objection is presented, in writing, to the Chairman of the Board of Directors, the members of the Association at a special meeting, or any regularly scheduled meeting held within fifteen (15) days after the receipt of any such objection, shall have the power to override the Board of Directors with respect to the granting of any such variance and reverse their decision by a two-thirds vote of those present at said meeting. After the granting of any variance the member(s) requesting such variance shall cause to be filed in the Office of the Register of Deeds a Certification of the granting of the variance containing a detailed description of the variance granted which shall be acknowledged by the President and Secretary of the Association. No variance shall be valid until such time as said Certification has been filed. All costs of notification by the Board of Directors, document preparation fees and filing fees shall be paid by the member(s) seeking a variance.

43. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him, her or them from so doing or to recover damages or other remedies for such violation.

44. 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.

45. All owners of the Properties shall abide by all rules and regulations promulgated by the Corporation.

Dated this 2nd day of October, 2017.

R. C. KRUEGER DEVELOPMENT COMPANY

BY: Richard C. Krueger
Richard Krueger, President

CALRUBY, LLC

BY: Richard C. Krueger
Richard Krueger, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this the 2nd day of October, 2017, by Richard Krueger, President of R. C. Krueger Development Company.

Christina Sabin
Notary Public

CHRISTINA SABIN
General Notary State of Nebraska
My Commission Expires
October 23, 2018.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this the 2nd day of October, 2017, by Richard Krueger, Manager of Calruby, LLC.

Christina Sabin
Notary Public

CHRISTINA SABIN
General Notary State of Nebraska
My Commission Expires
October 23, 2018.