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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", being the owner of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to-wit:

All of Block One (1), Lots One (1) through Eleven (11) inclusive; Block Two (2), Lots One (1) through Nine (9) inclusive, Block Three (3), Lots One (1) through Nine (9) inclusive; Block Four (4), Lot One (1) inclusive; Block Five (5), Lots One (1) through Six (6) inclusive, Block Six (6), Lots One (1) through Four (4) inclusive, Block Seven (7), Lots One (1) through Two (2) inclusive; Block Eight (8), Lot One (1) inclusive; Block Nine (9), Lots One (1) through Seven (7) inclusive; Block Ten (10), Lots One (1) through Eight (8); and Outlot "A" THE WOODLANDS AT YANKEE HILL 1<sup>ST</sup> ADDITION located in the Northern Half (1/2) of Section Twenty-seven (27), Township Nine (9) North, Range Seven (7), 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., for the purpose of enforcing the covenants and restrictions created and established against and upon the Properties and for the purpose of administrating and maintaining detention cells, mowing of city parks and other grounds located on any Outlot "A", of The Woodlands at Yankee Hill 1<sup>st</sup> Addition to Lincoln, Lancaster County, Nebraska hereinafter referred to as "the Corporation";

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 in accordance with the terms and provisions of Department of the Army Permit No. 2005-11414 the Outlots A, C and D 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, 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 assessments shall be made by the Board of Directors of the Corporation for maintenance, repair or reconstruction of the Commons, insurance and taxes, subsequent to the execution and recordation of these Protective Covenants. Assessments for capital improvements to the Commons may be made by the Board of Directors.

6. 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.

7. All residentially zoned lots herein described shall be used exclusively for private, one or two family dwellings, not to exceed two stories in height, and a private garage must be attached to the dwelling. Additionally, **storage sheds or other detached buildings are not permitted.**

8. No residential dwelling shall be located on any lot nearer than twenty feet (20') to the front lot line nor nearer than five feet (5') to each side lot line. In the case of a corner lot, the dwelling shall not be nearer than twenty feet (20') to the side street lot line.

9. The main floor area of any residential dwelling buildings, exclusive of porches, terraces, and garages, shall not be 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 square feet in area in the case of a one-story dwelling. The Declarant determines finished square footage by measuring to outside of all walls, including interior fireplaces; the staircase twice (once each for main level and second level); and every location in which the floor joists project from the foundation or exterior wall of main level. The Declarant does not include: window boxes where the floor joists do not project from the foundation or exterior wall of main level; exterior fireplaces; desks; patios; porches; storage areas; basements or any other unfinished areas. The exterior of any dwelling erected on any lot shall consist of **not less than 35% of brick veneer or stone veneer** on any street except in the case of a corner lot, the front of primary side shall consist of not less than 35% brick exposure or stone veneer, **the secondary side facing the street shall consist of brick or stone veneer from ground level to first floor joists unless specifically excepted in writing by the Declarant.** In the case of plans submitted that do not meet the brick requirements, the Declarant may waive these requirements on the primary street sides in consideration of style, size, additional landscaping or alternative adornments (i.e. shutters, restoration siding, etc.). The foundation on the front of all

dwellings shall be not be exposed. Said front foundations, if otherwise visible, shall covered with brick, stone or other materials approved by the Declarant. The roof pitch of any dwelling erected on any lot shall be a minimum of a 5/12 or 5 inches in rise vertically for every 12 inches horizontally.

10. No split foyer dwellings may be built upon any lot which has a rear lot line that abuts any common area or detention cell area.

11. 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; in such case restrictions pertaining to the side lot line shall be construed to apply to the side lines of such tract. This paragraph shall not apply to lots designated as duplex lots. Duplex or town home construction on a corner lot must have one driveway entry on each street except when waived by the Declarant.

12. The construction of a dwelling or garage shall not be commenced until written approval is first secured from the Declarant, of the building plans, which said plans must show the size, exterior material, design and plot plan, and indicating the location of the dwelling and garage upon the lots. The Declarant reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. "Geodesic dome" and "earth homes" are prohibited. To insure the enforcement of this provision, one set of said plans, signed by the owner shall be left on permanent file with the Declarant. The Declarant will determine which conditions or additional requirements shall apply. This provision shall remain in full force and effect until at least January 1, 2020, and shall thereafter continue in full force and effect until terminated by the Declarant.

13. No recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers and/or boats shall be stored or parked upon any residentially zoned lot within the Properties except within an enclosed structure. Provided, such vehicles may be temporarily parked or stored upon lots within Properties for periods of time not exceeding twenty-one (21) days per year.

14. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No trailer, basement, tent, shack, barn, or any other outbuilding, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

16. No house or building which has been prefabricated or otherwise constructed off site shall be permitted to be placed or erected on any lot and no building of any kind whatsoever shall be moved onto any building lot without the express written consent of Declarant, which consent shall be at the sole and exclusive discretion of Declarant and shall be certified by the granting of a variance. An exception is granted to from this restriction in that the Declarant may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision.

17. No nuisance, advertising sign, billboards, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any residentially zoned lot; and said lots shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder or owner of any adjoining lot; this covenant shall not prevent the Declarant from placing signs advertising the lots in the subdivision upon any lots owned by the Declarant. This covenant shall not prevent the Declarant from building ornamental structures at subdivision entrances.

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

19. No antennas of any size shall be placed or permitted except inside a residence or other allowable structure. Any satellite dish shall be located on an area within the rear twenty-five per cent (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. Any satellite dish 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.

20. Any dog run or kennel shall be adequately screened from view, shall not be located in the front yard or within five (5) feet of any lot line or within fifteen (15) feet of any lot line abutting any outlot. Dog runs and kennels shall not be located in the front yard or side yard setback.

21. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of The Woodlands at Yankee Hill Addition 1<sup>st</sup> Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

22. The Declarant reserves the right to develop Shared 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 Shared 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 Shared Commons as a member has with respect to the Commons, as set forth in paragraph 3 of these Covenants.

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 the Shared Commons. The Corporation's share of Shared Common maintenance expenses shall be included as part of the annual dues.

23. The Declarant expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades, slopes and contours on all lots. Once such grades, slopes and or contours have been established by Declarant, they shall not be changed in connection with the construction of any residence on a lot without written permission from the 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. 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. If upon notice from the Declarant to repair an abutting lot, the lot owner of the lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting lot and charge the cost the remedial measures to the lot owner. Such charges, when shown of record, shall be 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.

Lot owners 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, which will contain erosion of soil on the lot 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. If upon notice from Declarant to repair, maintain or take additional measures to control erosion the lot owner of any lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, 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.

Lot owner acknowledges that by acceptance of a deed to a lot, lot owner automatically assumes responsibility for continuing compliance with the NPDES 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.

Declarant will designate an area or areas within the Properties for stockpiling any clean dirt resulting from basement excavation. Any lot owner or contractor placing dirt in such areas will only place clean dirt free from all construction debris and rubble.

24. 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 and the City of Lincoln, Nebraska, shall have been recorded, agreeing to a termination or modification thereof.

25. 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 days from the date of such decision and if there is no objection raised, in writing, within fourteen 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 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.

26. 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.

27. 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.

28. All owners of the Properties agree to abide by all rules and regulations promulgated by the Corporation.

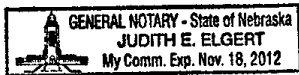
Dated this 5th day of January, 2010.

R. C. KRUEGER DEVELOPMENT COMPANY

BY: [Signature]  
President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this the 5th day of January, 2010 by Richard Krueger, President of R. C. Krueger Development Company.



[Signature]  
Notary Public