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Nebraska Title Company
5601 S. 59th St Ste C
Lincoln, NE 68516

6088065 NT

RESTRICTIVE COVENANTS

Double D Land Company, LLC, a Nebraska limited liability company ("Double D Land Company"), is the owner of the following-described real property:

"Lots" means all Lots located on the Real Estate which is legally described as follows: (1) that part of Lot 127 of Irregular Tracts in the Southeast Quarter of Section 23, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, located outside of the City Limits of Lincoln, Nebraska, and currently identified on the books and records of the Lancaster County Assessor's Office as Property ID 16-23-400-035-000, consisting of approximately 27.97 acres more or less, and currently zoned AG; and (2) that part of Lot 127 of Irregular Tracts in the Southeast Quarter of Section 23, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, located inside the City Limits of Lincoln, Nebraska, and currently identified on the books and records of the Lancaster County Assessor's Office as Property ID 16-23-400-036-000, consisting of 3.32 acres more or less, and currently zoned AG; and (3) Outlot B South Lake 6th Addition, Lincoln, Lancaster County, Nebraska. ("Developer's Property").

For purposes of these Restrictive Covenants, except as otherwise defined or the context requires otherwise, the following terms shall have the meaning set forth below:

"Class A Properties" shall mean all lots within the Developer's Property that are shown as "A Lots" on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"Class B Properties" shall mean all lots within the Developer's Property that are shown as "B Lots" on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"Commons" shall mean the streets depicted on Exhibit "A" that are labeled as Private Roads, together with any future nonbuildable outlot or facility owned by the Corporation or designated by these Restrictive Covenants to be maintained by the Corporation primarily or exclusively for the benefit of the Properties.

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"Corporation" means South Lake Third Addition Association, a Nebraska nonprofit corporation, which has been established for the purposes of enforcing these Restrictive Covenants established upon the Properties and administering, maintaining and, to the extent applicable, owning the Commons.

"Developer" shall mean and refer to Double D Land Company, LLC, a Nebraska limited liability company.

"Eiger" shall mean Eiger Corp., a Nebraska corporation, or its designated successor in interest.

"Lot" or "Lots" shall mean all lots now or hereafter located on the Developer's Property which are shown on any final plat of all or any portion of the Developer's Property that has been filed with the Lancaster County Register of Deeds, and shall include all the Class A Properties and Class B Properties.

"Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to a lot within the Properties, but excluding, however, those parties having any interest in any of such lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a lot under land contract or similar instrument shall be considered to be the "Lot Owner" for purposes of these Restrictive Covenants.

"Properties" shall mean Class A Properties and Class B Properties.

Based on the mutual benefits arising hereunder, the Developer hereby establishes the following Restrictive Covenants upon Developer's Property:

1. **CONSTRUCTION:** Any building or other improvement placed or constructed upon any lot within the Properties shall be completed within one (1) year after the commencement of construction. In the event construction is not substantially completed within three (3) years from the date title to a lot is transferred by the Developer, the Developer (or its successors and assigns) shall have the option to repurchase the lot for the amount paid to Developer for the lot. Developer may exercise the option by sending written notice to the titleholder of the lot. During construction on a lot within the Properties, the titleholder of such lot shall protect the Commons and other lots within the Properties from damage arising out of its construction activities. All buildings shall be constructed by a builder approved in writing by the Developer.

2. **GRADING:** The Developer and Eiger 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 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 the Developer and Eiger, they shall not be changed in connection with the construction of any building on a lot without written permission from the Developer and Eiger, 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 Developer or Eiger 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, Developer or Eiger 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. 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.

3. **APPROVAL OF PLANS:** Plans for any building or other temporary or permanent exterior improvement, including exterior remodeling, reconstruction or additions on the Properties shall be submitted to the Developer or its representative and shall show the design, elevation, size and exterior material for the building or improvement and the plot plan and landscape plan for the lot (the "Plans"). One set of the approved 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 Plans has been secured from the Developer or its representative. Written approval or disapproval of the Plans shall be given by the Developer or its representative within 30 days after the receipt thereof and approval shall not be unreasonably withheld. The Developer shall have the exclusive right to disapprove the Plans, if in the Developer's opinion, the Plans do not conform to the general standard of development in the Properties considering the harmony of the design and location in relation to surrounding improvements. Upon disapproval, a written statement of the grounds for disapproval shall be provided. The rights and duties of the Developer under this Paragraph, except as to lots of which the Developer is the titleholder, may be assigned to the Corporation or a third party selected by Developer. The standards of development set forth below shall guide Developer or its representative in evaluating any Plans. These standards shall not be relied upon, interpreted or applied as absolute requirements for approval of the Plans. The Developer shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its authority for approval of the Plans. Provided, however, that regardless of the foregoing all Plans shall meet the basic minimum requirements set forth in (a) through (l) below, unless waived in writing by Eiger:

- (a) **Minimum Floor Area.** The minimum floor area for any house exclusive of basements, garages, porches, patios, decks or enclosed decks shall be:

<u>Type of Structure</u>	<u>Class A Properties</u>	<u>Class B Properties</u>
Single story ranch	1600 sq. ft.	1500 sq. ft.
Two story	2400 sq. ft.	2200 sq. ft.
Single story ranch with walk out	1600 sq. ft.	1500 sq. ft.
1½ story	1500 sq. ft. main with 600 sq. ft. up	1400 sq. ft. main with 600 sq. ft. up
1½ story with walk out	1500 sq. ft. main with 600 sq. ft. up	1400 sq. ft. main with 600 sq. ft. up

- (b) Setbacks. The front yard and rear yard setbacks of houses from the property line shall be as follows:

Front yard: 25 feet for garage and 30 feet for house in Class A Properties and Class B Properties

Rear yard: as required by code

The side yard setback of houses from the property line in the Class A Properties shall be a minimum of 7 feet, or whatever greater amount that may be required by the City of Lincoln, Nebraska building and safety codes or the State of Nebraska Fire Marshall codes (collectively the "Codes"); and a minimum of 5 feet for the Class B Properties, or whatever greater amount that may be required by the Codes.

- (c) Exterior Finish. The front elevation of all houses in the Class A Properties and Class B Properties shall be faced with brick, stone or stucco, with a 50% total minimum requirement for brick or stone. The remaining sides of all houses shall be faced with maintenance-free siding, brick, stone or stucco; provided, no vinyl siding is allowed on the Class A Properties and only vinyl siding with a minimum gauge of .05 or greater is permitted on the Class B Properties. All houses shall be equipped with maintenance-free products. No exposed foundation walls. All foundation walls must be covered with stone or brick. All roofing shall be heavy asphalt shingles and shall be a natural brown, weathered green, gray or black tone selected in concert with the colors and textures of the structure. Porches and decks shall be designed within the mass of the structure and be supported by substantial structural elements. Dormers, when used, shall be in scale and proportion with the structure.
- (d) Garage Doors and Driveways. Side-entry garages shall be required on A Lots. Side-entry garages are encouraged whenever possible. Garage door colors shall match or be complimentary to the predominant color of the structure. Driveway grades shall not exceed twelve percent (12%).
- (e) Fencing. Perimeter fencing is permitted within the Properties; provided, the fencing shall be wood or wrought iron. No chain link fencing is allowed. All fencing within the Properties must be approved as part of the landscape plan.
- (f) Pitch. Roof pitch, other than gables, shall be a minimum of 7:12 on all A Lots, and a minimum of 6:12 on all B Lots. The pitch for gables shall be a minimum of 10:12 for all A Lots, and a minimum of 8:12 on all B Lots.
- (g) Solar Panels. Any active solar panel shall be flush with the roof or sidewall of a structure and shall not be located in any required yard or upon any accessory structure.

- (h) Sprinkler Systems. All lots within the Properties shall have an underground sprinkler system installed on the lot by the titleholder prior to sodding the lot.
- (i) Exterior Lighting. Exterior lighting shall be minimized. When exterior lighting is desired, fixtures shall be covered so that no light 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.
- (j) Theme. Each house constructed on any lot shall be consistent with the theme of the development.
- (k) Drives onto Andermatt Drive. Titleholders of lots with driveways taking access to Andermatt Drive shall cut out the existing Andermatt Drive curb along the driveway and install a rollover curb. No grinding of curb is permitted.
- (l) Street Design Use. All Private Roads depicted on **Exhibit "A"** hereto shall be a minimum of 8.5 inches thick concrete with a maximum of 30% flyash, to a specification of LG30-15/15 4500 psi, shall be 27 feet from back of curb to back of curb, with drive over tapered curbs. The Corporation shall have the right to set rules and regulations regarding the use of and the parking on all such Private Roads.

4. **CITY REQUIREMENTS:** All buildings and improvements within the Properties shall be constructed in conformity with the applicable building codes of the City of Lincoln, Nebraska. Sidewalks shall be installed by the titleholder of each lot as required by the City of Lincoln, Nebraska, and the titleholder shall be responsible for the maintenance, repair and replacement of said sidewalks (including the removal of snow and other debris). Each individual Lot Owner, other than Developer, shall indemnify and hold harmless Developer from any liability or cost occurred in connection with the timely installation or payment of any public sidewalk parallel to each private roadway which abuts such owner's lot.

5. **LANDSCAPING:** On all lots within the Properties, a landscape plan shall be submitted to Developer as a requirement of Paragraph 3. The plan must meet and exceed the landscape requirements of the City of Lincoln and at a minimum include required street trees. Deciduous trees shall have a trunk measuring at least two and one-half inches as measured by a caliper at a height of three feet from the ground and evergreens shall be at least six feet in height. The balance of the yard not landscaped shall be sodded with low maintenance fescue or blue grass. No landscaping shall be installed or preparatory work undertaken until the Developer has approved the landscape plan, including all appropriate phasing, and the owner has submitted the deposit (described below) to Developer. Within six months after the substantial completion of construction on any lot within the Properties, the titleholder of each lot shall install and continually maintain any landscaping required under the terms of these Restrictive Covenants or the plan for the lot. To secure performance of the approved plan, the owner has deposited with Developer \$2,000. Within thirty (30) days after notice from the owner that such owner has completed the landscaping in accordance with the plan, the Developer upon confirmation of completion shall return such deposit, without interest, to owner. Upon

failure to comply with this Paragraph, the Corporation may contract for the services reasonably necessary to bring the lot into compliance and assess the actual costs plus a 10% administrative charge (less the deposit if applicable) against the lot. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot. The owner by acceptance of the deed to a lot within the Properties automatically grants the Developer the right to enter upon the real estate identified in such deed for purposes of enforcing the requirements of this Paragraph.

6. **MAINTENANCE OF LANDSCAPE SCREENS.** The titleholder of each lot within the Properties upon which a landscape screen is installed, whether composed of structural or live plant material, as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen. Upon failure to comply with this Paragraph, the Corporation may contract for the services reasonably necessary to maintain the screen and to bring the lot into compliance with the design standards of the City of Lincoln, Nebraska. The actual costs of such services, plus a 10% administrative charge, may be assessed against the lot by the Corporation. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

7. **TEMPORARY STRUCTURES:** No temporary building, trailer, tent, shack, or garage shall exist on any lot within the Properties, other than as a temporary equipment storage or sanitary facilities maintained by the Developer during development or an approved contractor during construction on a lot.

8. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, or anything which is or may become an annoyance or nuisance to neighbors or which endangers the health or unreasonably disturbs the quiet of the neighbors.

9. **REPAIR OR STORAGE ON LOT.** No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of twenty-four (24) 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. In addition, no trailer, mobile home, motor coach, boat, jet ski or similar recreational vehicle or devise may be stored or parked in any front or side yard of any lot within the Properties.

10. **ANIMALS:** No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties, except household pets; provided, however, (a) such household pet or pets shall not be raised, bred or kept for any commercial purpose whatsoever, and (b) a fee may be imposed by the Corporation as a condition precedent to raising or keeping such household pet. No kennels shall be detached from the dwelling.

11. **ANTENNAS & WIRING:** All outdoor wiring for any lot within the Properties 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 Properties, 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, except satellite dishes up to 24 inches in diameter may be utilized if the type and location of such dish is approved in accordance with the approval of the Plans contemplated by Paragraph 3 hereof and if such dish is installed in an unobtrusive location other than the roof.

11. **EROSION CONTROL.** During construction on any lot in the Properties, the titleholder shall control soil erosion. Upon failure to do so, the Corporation may enter upon the lot and contract for the services necessary to control erosion and bring the lot into compliance with this Paragraph and assess the actual costs plus a 10% administrative charge against the lot. If not paid when due, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, such assessment shall be a lien upon the lot.

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 Developer 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 the Developer shall be the sole responsibility of Lot Owner and no responsibility shall accrue to Developer.

13. **SIGNS:** No advertising sign, billboard or other advertising device shall be permitted on and lot within the Properties, 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, (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 and (d) an entrance sign(s) for the development and for the Developer.

14. **OWNER'S 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.

15. **MEMBERSHIP & VOTING:** The Corporation shall have the following two classes of membership:

Class 1 membership shall include all members of the Corporation except the Developer and any successor in interest. Each Class 1 member of the Corporation shall be entitled to all the rights of membership and the Class 1 members shall have one vote per lot.

Class 2 membership shall include only the Developer and any successor in interest. The Class 2 members shall be entitled to eight votes per lot. However, the Class 2 membership shall be converted to Class 1 membership when the total number of votes entitled to be cast by Class 1 members equals the total number of votes entitled to be

cast by the Class 2 members.

16. **CONVEYANCE:** The Developer shall convey their interest, if any, in the Commons to the Corporation, free from liens, prior to the date on which the Developer's Class 2 membership in the Corporation is converted to Class 1 membership. The Corporation will accept deeds from Developer to the Commons and, by acceptance of the deeds to the Commons, the Corporation assumes the obligations of Developer to comply with the requirements of the Properties covered by the Restrictive Covenants regarding continuous and permanent maintenance of the Commons and all private improvements thereon.

17. **CONTROL; CITY EASEMENT:** The Corporation shall exercise exclusive control over any Commons conveyed to it by the Developer. The Corporation may limit access to the Commons. The Corporation shall have the right from time to time to establish, revoke, modify and enforce reasonable rules and regulations with respect to all or any part of the Commons. The City of Lincoln shall have the permanent right and easement to enter upon the Commons to maintain the Commons in the same manner as required of the Corporation in the event the Corporation fails to perform said maintenance or the Corporation dissolves and the Lot Owners fail to perform said maintenance.

18. **MAINTENANCE:** 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 administer, maintain and improve 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. The covenant to maintain the Commons shall include insuring the Commons against public liability and property damage. Such insurance shall be in commercially reasonable amounts. The Association 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 assume the obligations of the Developer to comply with the requirements of any final plat of the Developer Property regarding continuous and permanent maintenance of the Commons. In the event the Corporation dissolves, the individual Lot Owners of the lots shall remain jointly and severally liable for the cost of maintaining the Commons. Annual and special assessments shall be based upon the Assessment Units allocated to the lots within the Properties as provided in Paragraphs 20 and 22. 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. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

19. **ASSESSMENTS:** Annual and special assessment for the: (i) administration, maintenance or improvement of the Commons; (ii) for the obligations applicable to the Properties and Commons arising out of the Appian Lake Association Covenants, dated December 18, 2001, recorded December 20, 2001 as Instrument No. 2001-76855 with the Lancaster County Register of Deeds, as amended (the "Lake Covenants") (the "Lake Assessment"); (iii) for the maintenance, repair and replacement of the off-site storm water system and detention facilities (the "Off-Site Storm Water Assessment"); (iv) for the maintenance, repair and replacement of South 96th Street (the "96th Street Assessment"); and (v) for other special assessments specifically provided for in these Restrictive Covenants shall be

levied by the Corporation. The annual Lake Assessment, the annual Off-Site Storm Water Assessment and the annual 96th Street Assessment being hereinafter collectively referred to as the "Annual Off-Site Assessments". All other annual and special assessments shall be hereinafter collectively referred to as the "On-Site" Assessments". Annual and special assessments may be levied by the Board of Directors of the Corporation; provided that, any special assessment for capital improvements to the Commons may be rejected at any time within thirty (30) days of the notice of the levy by the vote of members comprising not less than sixty-seven percent (67%) of the total votes of lots included within these Restrictive Covenants, at a regular 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. The members shall pay assessments to the Corporation within ten (10) days after notice of such assessment is mailed.

- (a) Budgets: The Annual Off-Site Assessments shall only be levied against a Lot for which an occupancy permit has been issued, and shall be \$216.00 per year beginning in calendar year 2016, and shall increase each year thereafter by an amount by which the Consumer Price Index for all Urban Consumers Not Seasonally Adjusted, U.S. City average, all items, base period 1982-84=100 (CPI-U) as published by the Bureau of Labor Statistics (the "CPI") increases from January of 2016. Developer hereby acknowledges that the CPI for June 2015 is 238.638. Regardless of anything else set forth herein, the Corporation shall, on or before March 1 of each year pay: (i) 55.5% of all Annual Off-Site Assessments to Prairie Lake Plaza North Business Association, Inc. as the Off-Site Storm Water Assessment; (ii) 16.6% of all Annual Off-Site Assessments to Appian Way Lake Association, Inc. for the Lake Assessment; and (iii) 27.9% of all Annual Off-Site Assessments to South Lake Second Addition Association, Inc. as the 96th Street Assessment. Each year the Board shall prepare, approve and make available to each member upon request a pro forma operating statement for the On-Site Assessments (budget). The total amount of the On-Site Assessments shall be charged against the Properties according to the allocation of Assessment Units. If the Board fails to determine the budget for the On-Site Assessments for any year, then until such time as a budget is approved, the budget in effect for the immediately preceding year shall continue for the current year. All Annual On-Site and Off-Site Assessments shall be paid to the corporation on or before February 15 of each year.
- (b) Additional Charges: In addition to any amount due or any other relief or remedy obtained against a member who is delinquent in the payment of any Off-Site or On-Site Assessment, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation may incur or levy in the process of collecting from that member monies due and delinquent or enforcing the obligations hereunder. Additional Charges shall include, but not be limited to, the following:
- (i) Attorney's Fees: To the fullest extent allowed by law, reasonable

attorney's fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due or enforce the obligations hereunder, the Lake Covenants or the Pond Covenants, whether by suit or otherwise;

- (ii) Late Charges: A late charge in an amount to be fixed by the Board to compensate the Corporation for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater;
- (iii) Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
- (iv) Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;
- (v) Interest: Interest on all assessments at the rate of 16% per annum, commencing ten (10) days after the assessment becomes due; and
- (vi) Other: Any other cost that the Corporation may incur in the process of collecting delinquent assessments.

20. **ALLOCATION OF ASSESSMENTS**: The On-Site Assessments shall be borne by the Properties based upon the ratio which the number of Assessment Units allocated to each lot pursuant to Paragraph 22 bears to the total number of Assessment Units, calculated as of the date of the assessment. The Off-Site Assessments shall be levied and assessed in accordance with the provisions of paragraph 19 above.

21. **COSTS OF ADMINISTRATION, MAINTENANCE OR IMPROVEMENT**: Costs of administration, maintenance or improvement of the Commons shall mean the total cost and expense incurred by the Corporation in operating, maintaining, repairing, and replacing any facility or improvement within the Commons. Such costs may include, without limitation, real estate taxes and the cost of maintaining, dredging, lining, landscaping, lighting, paving, maintenance of erosion control, removal of snow, ice, drainage, rubbish and other refuse, signs, public liability and property damage insurance premiums, repairs, reserves for capital replacements, depreciation on equipment and machinery used in such maintenance, cost of postage, photocopies, telephone and fax charges, or other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead not to exceed 10% of the foregoing, or amounts paid to independent contractors for any or all of such services. The Corporation shall keep accurate records of the costs associated with the administration, maintenance and improvement for the purpose of making assessments as provided by these Restrictive Covenants.

22. **ALLOCATION OF ASSESSMENT UNITS FOR ON-SITE ASSESSMENTS**: The

Assessment Units for the On-Site Assessments are allocated to the lots within the Properties on the following basis:

- (a) **Developer Lots:** Each lot within the Properties that is owned by the Developer shall be allocated one (1) Assessment Unit.
- (b) **Class A Properties:** Each lot within the Class A Properties, excluding only such lots within the Class A Properties that are owned by the Developer, shall be allocated six (6) Assessment Units.
- (c) **Class B Properties:** Each lot within the Class B Properties, excluding only such lots within the Class B Properties that are owned by the Developer, shall be allocated three (3) Assessment Units.

23. ***LIEN OF ASSESSMENTS:*** The lien of any annual On-Site or Off-Site Assessment, or any special assessment shall, until shown of record, be subordinate to the lien of any mortgage or deed of trust placed upon the lot against which the assessment is levied.

24. ***EXTERIOR MAINTENANCE:*** Each titleholder of each lot within the Properties covenants to maintain their lot and improvements in a neat and attractive manner. No lot within the Properties may be utilized as a dumping ground for rubbish including, but not limited to, leaf or grass clippings. No compost pile may be constructed or maintained on any lot within the Properties. All waste, garbage and trash must be kept in sanitary containers and removed on a weekly basis. No incinerator may be constructed or maintained on any lot within the Properties. All lots within the Properties shall be kept free of debris and weeds.

25. ***EXTERIOR MAINTENANCE ASSESSMENT:*** In the event a member fails to maintain a lot according to Paragraph 24 above, the Corporation may, upon 10 days written notice to the member, maintain the lot and the exterior of any improvement and shall have the right to enter upon any lot, at reasonable time, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a 10% administrative fee, shall be paid by the member within 10 days of billing. Upon failure of the member to remit payment, the cost of maintenance and administrative fee shall be specially assessed against the lot, shall bear interest at the rate provided for unpaid assessments and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

26. ***DISSOLUTION OF CORPORATION; LOT OWNER RESPONSIBILITIES.*** Each Lot Owner of a lot within the Properties by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant that, in the event the Corporation dissolves, such Lot Owner shall remain jointly and severally liable along with all other owners of lots within the Properties for the cost of administering and maintaining the Commons in the same manner as required of the Corporation under paragraph 18 above. In the event such Lot Owners fail or refuse to perform any required maintenance and upkeep of the Commons, the City of Lincoln after seven (7) days' notice to such Lot Owners, may perform the required maintenance and assess each lot and Lot Owner for the cost of the performance of such maintenance on an equal per lot basis. Each assessment of the City's

actual costs of performing the maintenance shall be the personal obligation of each Lot Owner who is the owner of the lot at the time of assessment and shall be a lien upon the lot assessed. To evidence such lien for unpaid assessments, the City shall prepare a written notice setting forth the amount, the name of the Lot Owner, and a legal description of the lot. Such notice shall be signed on behalf of the City by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's pro-rata share of the City's actual cost of maintaining the Commons within thirty days following receipt of an assessment therefor. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20) whichever is greater.

27. **FINAL PLAT AMENDMENT:** Developer shall have the right at any time to amend the plat in which the Properties and Commons may be located with the prior written consent of Eiger which shall not be unreasonably withheld. Members of the Corporation, other than the Developer, may not amend the plat without the prior written consent of the Developer. Each member of the Corporation covenants not to object to any amendment of the Final Plat, provided the amendment does not change such member's lot configuration. Upon approval by the City of Lincoln of any amendment to the plat, the amended lot configurations shall govern interpretation of these Restrictive Covenants.

28. **AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Developer, the Corporation and all persons claiming under the Developer. These Restrictive Covenants may be terminated or modified, in writing, by the holders of two-thirds of the total of voting rights established under Paragraph 16 and the written consent of Eiger (which shall not be unreasonably withheld), except that said Restrictive Covenants regarding maintenance of the Commons and landscape screens and enforcement thereof by the City of Lincoln shall not be terminated or modified without prior written approval of the City of Lincoln.

29. **RULES & REGULATIONS:** By acceptance of title to a lot within the Properties, the owner agrees to abide by all rules and regulations adopted by the Board of Directors of the Corporation regarding the Commons and uniform policies applicable to all of the Properties.

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 or Eiger, may be to enforce any lien or obligation created hereby. The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions and covenants regarding the maintenance of the Commons and landscape screens against the Corporation or any person violating or attempting to violate said provisions. In the event the Corporation dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover a money judgment upon the personal obligation and debt of the Lot Owner to pay the Lot Owner's pro-rata share of the City's cost to maintain the Commons or to foreclose upon the defaulting Lot Owner's lot in a like manner as mortgages on real property. In any such foreclosure or lawsuit, the Lot Owner shall be required to pay the cost and expenses of such proceedings, including reasonable attorney fees, costs of suit, and court costs incurred as allowed by the court. Suit to recover a money judgment for unpaid assessments for the cost to maintain the Commons shall be maintainable without

foreclosure of the Lot Owner's lot or waiving the lien securing the assessment. The rights of the Developer are assignable to a subsequent owner of the Properties or portion hereof.

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

Double D Land Company, LLC,
a Nebraska limited liability company

By: *M.D. Weatherl*
Title: Michael D. Weatherl, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on October 23, 2015, by Michael D. Weatherl, Member of Double D Land Company, LLC, a Nebraska limited liability company, on behalf of said limited liability company.



Sarah A. Watts
Notary Public

APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING MAINTENANCE OF THE COMMONS TO THE ASSOCIATION:

Rich Peo
Assistant City Attorney

Date: 10/23/2015

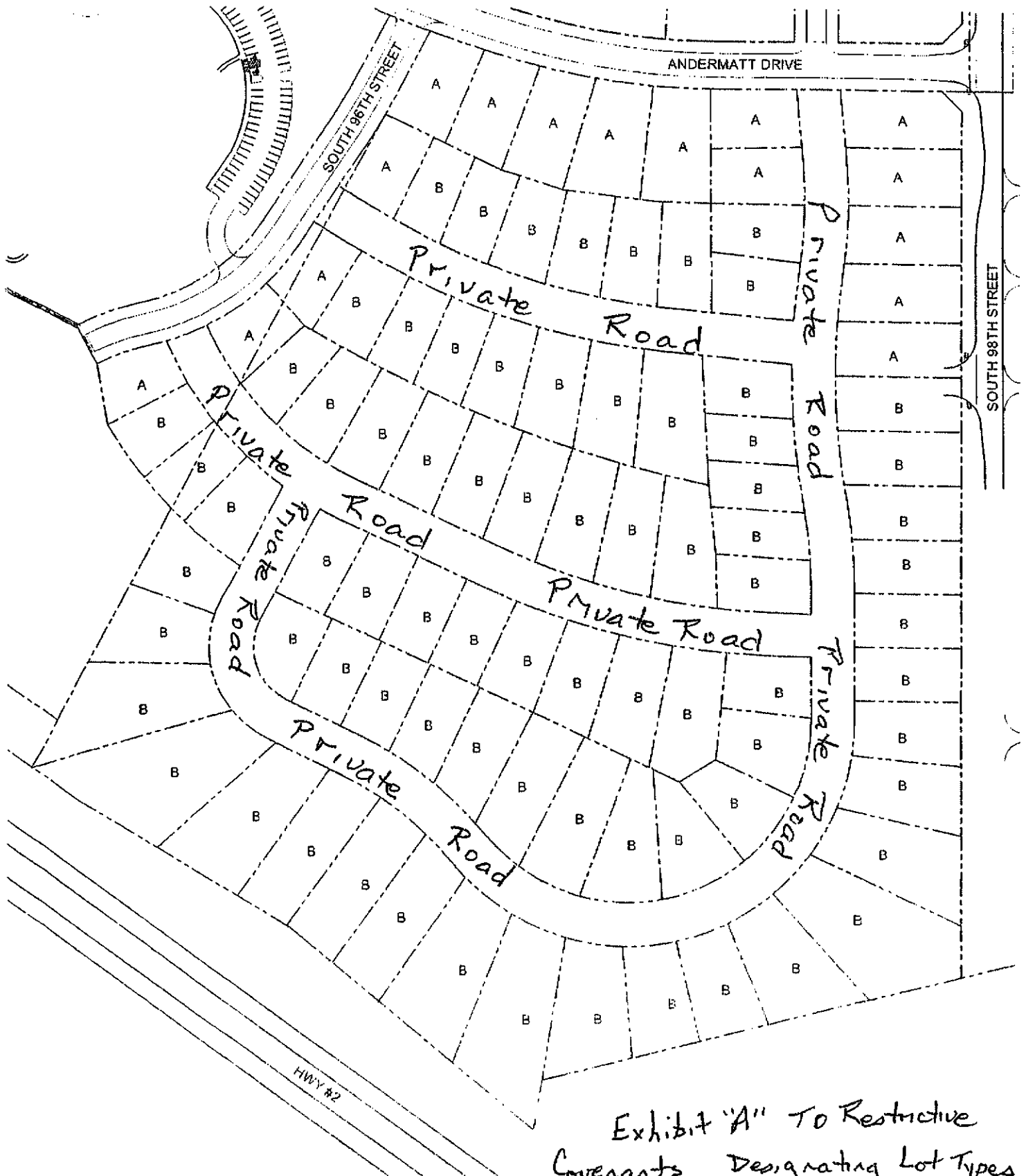


Exhibit "A" To Restrictive
Covenants Designating Lot Types
and Private Roads