

RESTRICTIVE COVENANTS

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

Lots 1-20, Block 1; and Lots 1-16, Block 2, Hartland Homes
North, Lincoln, Lancaster County, Nebraska (Properties).

Hilltop Heights 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 any real estate generally benefiting the owners of the Properties (Commons) which may be made subject to these Restrictive Covenants.

These Restrictive Covenants are established upon the Properties.

1. **USE:** No lot within the Properties shall be used other than for 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:** The Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed, constructed, remodeled or reconstructed 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 the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. 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. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development and the minimum plan approval standards for the Properties.

If the Owner fails or refuses to exercise the plan approval standards or is no longer actively developing the Properties, then the Corporation may exercise the right to approve plans. The Owner may also assign this right to any successor developer or the Corporation.

5. **MINIMUM PLAN APPROVAL STANDARD.** The following minimum standards shall be applied in the review of plans for all buildings and improvements placed, constructed, remodeled or reconstructed; however, compliance with these minimum standards shall not limit the discretion of the Owner or its successors to disapprove plans in accordance with paragraph 4.
 - a. The front elevation of all buildings shall have a decorative brick facing.
 - b. If active solar panels are installed, they shall be flush with the roof or sidewall of the building and shall not be located in any yard or upon accessory buildings.
 - c. Each dwelling shall have at least a 2 stall garage which shall be attached to the building.
 - d. The minimum finished floor area, exclusive of basements and garages shall be as follows:
 1. For Lots 1-7 and 14-20, Block 1 and Lots 1, 2 and 10-16, Block 2, a single-story ranch or split foyer style dwelling shall be a minimum of 900 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,100 sq. ft. and a two story dwelling shall be a minimum of 1,300 sq. ft.
 2. For Lots 8-13, Block 1 and Lots 3-9, Block 2, a single-story ranch or split foyer style dwelling shall be a minimum of 1,200 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,400 sq. ft. and a two story dwelling shall be a minimum of 1,600 sq. ft.
6. **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.
7. **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.
8. **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.
9. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the properties. However, the Owner may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.
10. **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.

11. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties closer to the street than the front elevation of the building.
12. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
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 in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot. 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 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, but in no event later than August 13, 1997
14. COVEYANCE OF COMMONS: The Owner shall convey the Commons to the Corporation, free from encumbrance, prior to the assessment of any lot within the Properties.
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 its use, 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. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
 - b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.

- c. The right of the Corporation to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
 - d. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
 - e. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.
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, including any structures, improvements or landscaping located within the Commons and required to be maintained pursuant to the Community Unit Plan approved by the City of Lincoln in Special Permit #1414, 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 within the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate of 16% per annum until paid, and when shown of record shall be a lien upon the lot assessed.
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 of 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 Association and the maintenance of the commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.
22. ENFORCEMENT: The enforcement of the Restrictive Covenants may be by proceedings at the law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.
23. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated 8-13 _____, 1992.

HARTLAND HOMES, INC.

BY: < signature on file >

Duane L. Hartman, President

State of Nebraska)
) ss
County of Lancaster)

The foregoing instrument was acknowledged before me this 13th day of August, 1992 by Duane L. Hartman, President of Harland Homes, Inc., a Nebraska corporation, on behalf of the corporation.

 < Signature of File >
Notary Public

APPROVED AS TO FORM & LEGALITY:

City of Lincoln, Nebraska

BY: <Signature on File >
For City Attorney
8-18-92

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(revised 7-21-2)

Restrictive Covenants

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

Lots 1 and 2, Block 1; Lots 1 – 19, Block 2; and Lots 1 – 10, Block 3, Harland Homes North Third Addition, Lincoln, Lancaster County, Nebraska (Third Addition Properties).

Restrictive Covenants have been established, which were recorded August 18, 1992, as Instrument No. 92-36601, June 16, 1993, as Instrument No 93-25356 and October 4, 1994, as Instrument No. 94-45933 (Covenants).

Hilltop Heights Homeowners Association, Inc. (Corporation) has been Incorporated in Nebraska for the purposes of enforcing the Covenants established upon the Properties and of administering and maintaining the Commons. Pursuant to paragraph 20 of the Covenants, Owner is exercising its right to add additional real estate to the Properties.

The Third Addition Properties are hereby added to the Properties and are made subject to the Covenants.

For purposes of paragraph 5(d) of the Covenants, the minimum finished floor area, exclusive of basements and garages, for the Third Addition Properties shall be as follows:

- (1) For Lots 1 and 2, Block 1, and Lots 1 – 10, Block 3, Hartland Homes North Third Addition, the minimum area shall be 900 sq. ft. for all types of dwellings.
- (2) For Lots 1-19, Block 2, Hartland Homes North Third Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 1,100 sq. ft. on the main level and a multi-level dwelling shall be a minimum of 1,100 sq. ft.

Dated 4-5, 1995.

Hartland Homes, Inc., a Nebraska Corporation

By: <Signature on File>

Duane L. Harman, President

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

Lot 1, Block 1; Lots 1-3, Block 2; Lots 1-27, Block3; and Lots 1-15, Block 4, Hartland Homes North Second Addition, Lincoln, Lancaster County, Nebraska (Second Addition Properties)

Restrictive Covenants have been established, which were recorded August 18, 1992, as Instrument No. 92-36601 and June 16, 1993, as Instrument No., 93-25356 (Covenants).

Hilltop Heights Homeowners Association,, Inc. (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Covenants established upon the Properties and of administering and maintaining the Commons. Pursuant to paragraph 20 of the Covenants, Owner is exercising its right to add additional real estate to the Properties.

The Second Addition Properties are hereby added to the Properties and are made subject to the Covenants.

For purpose of paragraph 5(d) of the Covenants, the minimum finished floor area, exclusive of basements and garages, for the Second Addition Properties shall be as follows;

- (1) For all Lots within Hartland Homes North Second Addition the minimum area shall be 900 sq. ft for all types of dwellings.

Dated October 25, 1994.

HARTLAND HOMES, INC., a Nebraska Corporation

By: < Signature on File >
Duane L. Harman, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The forgoing instrument was acknowledged before me this 25th day of October, 1994, by Duane L. Harman, President of Harland Homes, a Nebraska corporation, on behalf of the corporation.

< Signature on File >
Notary Public

Restrictive Covenants

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

Lots 1-3, Block 1; Lots 1-13, Block 2; and Lots 1-10, Block 3, Hartland Homes North First Addition, Lincoln, Lancaster County, Nebraska (First Addition Properties).

Restrictive Covenants have been established, which were recorded August 18, 1992, as Instrument No. 92-36601 (Covenants).

Hilltop Heights Homeowners Association, Inc. (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Covenants established upon the Properties and of administering and maintaining the Commons. Pursuant to paragraph 20 of the Covenants, Owner is exercising its right to add additional real estate to the Properties.

The First Addition Properties are hereby added to the Properties and are made subject to the Covenants.

For purposes of paragraph 5(d) of the Covenants, the minimum finished floor area, exclusive of basements and garages, for the First Addition Properties shall be as follows:

- (1) For Lots 1-3, Block 1, and Lots 1 – 10, Block 3, Hartland Homes North First Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 900 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,100 sq. ft. and a two story dwelling shall be a minimum of 1,300 sq. ft.
- (2) For Lots 1-13, Block 2, Hartland Homes North First Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 1,200 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,400 sq. ft. and a two story dwelling shall be a minimum of 1,600 sq. ft.

Dated 5-27, 1993.

HARTLAND HOMES, INC., a Nebraska corporation

By: < signature on file >
Duane L. Harman, President

Restrictive Covenants

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

Lots 1-3, Block 1; Lots 1-13, Block 2; and Lots 1-10, Block 3, Hartland Homes North First Addition, Lincoln, Lancaster County, Nebraska (First Addition Properties).

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The First Addition Properties are hereby added to the Properties and are made subject to the Covenants.

For purposes of paragraph 5(d) of the Covenants, the minimum finished floor area, exclusive of basements and garages, for the First Addition Properties shall be as follows:

- (3) For Lots 1-3, Block 1, and Lots 1 – 10, Block 3, Hartland Homes North First Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 900 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,100 sq. ft. and a two story dwelling shall be a minimum of 1,300 sq. ft.
- (4) For Lots 1-13, Block 2, Hartland Homes North First Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 1,200 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,400 sq. ft. and a two story dwelling shall be a minimum of 1,600 sq. ft.

Dated 5-27, 1993.

HARTLAND HOMES, INC., a Nebraska corporation

By: < signature on file >
Duane L. Harman, President

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

Lot 1, Block 1; Lots 1 – 3, Block 2; Lots 1 – 27, Block 3; and Lots 1 – 15, Block 4, Harland Homes North Second Addition, Lincoln, Lancaster County, Nebraska (Second Addition Properties)

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- (1) For all Lots within Hartland Homes North Second Addition the minimum area shall be 900 sq. ft. for all types of dwellings.

Dated October 25, 1994.

HARTLAND HOMES, INC., A Nebraska corporation

By: < signature on file >
Duane L. Hartman, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of October, 1994, by Duane L. Hartman, President of Hartland Homes, a Nebraska corporation, on behalf of the corporation.

< Signature on file >
Notary Public

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Lots 1 and 2, Block 1; Lots 1-19, Block 2; and Lots 1-10, Block 3, Hartland Homes North Third Addition, Lincoln, Lancaster County, Nebraska (Third Addition Properties).

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- (2) For Lots 1-19, Block 2, Hartland Homes North Third Addition, a single-story ranch or split foyer style dwelling shall be a minimum of 1,100 sq. ft. on the main level; a multi-level dwelling shall be a minimum of 1,100 sq. ft.

Dated 4 - 5, 1995.

HARTLAND HOMES, INC., a Nebraska corporation

By: < signature on file >
Duane L. Harman, President