

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LEGENDS ADDITION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made and entered into as of this 15 day of May, 2019 ("Restrictive Covenants"), by Legends Venture, LLC, a Nebraska limited liability company. "Declarant" shall mean and refer to Legends Venture, LLC, and its agents, successors or assigns.

Declarant is the titleholder of record of certain land located in Lancaster County, Nebraska, more particularly described as **Lots 1-8, Block 1, Lots 1-13, Block 2, Lots 1-3, Block 3, Lots 1-16, Block 4, Lots 1-7, Block 5, Lots 1-7, Block 6, and Outlots A through E, Legends Addition, Lancaster County, Nebraska.**

Said land together with such additional lands as shall be subjected to this Declaration is referred to as the "Property". Declarant does hereby create, establish and adopt the following binding covenants and restrictions upon the Property and Commons, hereinafter defined.

1. Use. No lot within the Property ("Lot") shall be used other than for residential purposes.
2. Approval of Plans. Declarant or its agents or assignees shall have the exclusive right to establish grades, slopes and/or contours for all lots within the Property 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 Property. Once such grades, slopes and/or contours have been established by the Declarant they shall not be changed in connection with the construction of any building or other improvement 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. Plans for any dwelling structure to be placed or constructed upon any lot within the Property shall be submitted to Declarant or its agents or assignees 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

LEGENDS

Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from Declarant or its agent or its assignees. Written approval or disapproval of the plans shall be given by Declarant or its agent or its assignees within thirty (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. Declarant shall have the exclusive right to disapprove the plans if, in Declarant's opinion, the plans do not conform to the general standard of development in the Property. The rights and duties of Declarant under this paragraph, except as to lots of which Declarant is the titleholder, may be assigned by Declarant in writing to the Association, hereinafter defined, at any time.

3. General Standards for Dwelling Structures. The following general standards of development shall guide Declarant and Lot Owner in the review of any plans for dwelling structures submitted for approval within Legends 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 Property.

a. Minimum Floor Area. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:

- i. Single story ranch style: 1,100 sq. ft
- ii. One and one-half/two story: 1,400 sq. ft

b. Setbacks. Setbacks of dwellings from the lot lines are established as follows :

- i. From front property line: 20 feet
- ii. From rear property line: 20% of lot length
- iii. From side lot property line: 5 feet

Front lot line for comer lots to be determined by Declarant. Declarant shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

c. Exterior Finish.

- i. Approval. All exterior finish materials, vertical siding, and all colors shall be approved by Declarant.
- ii. Harmonious Colors. The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The suggested colors are browns, greys and natural earth tones.
- iii. Front Elevation. The front elevation of any dwelling shall be faced with a minimum twenty percent (20%) brick or natural stone.

- iv. Exposed Foundation. All exposed foundation walls shall be brick stamped. All exposed foundation walls on the front elevation shall be completely faced with brick or stone.
- v. Roofing Materials. Roofing materials shall be Heritage II or equivalent. Colors recommended are browns, greys and blacks and are subject to approval.

4. General Standards for Improvements and Structures Other Than Dwellings. 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 Association and members of the Association shall have the right to enforce these standards.

- a. Fencing. Fencing shall be permitted subject to the restrictions set forth below:
 - i. Fencing materials are limited to PVC, wood and iron. No galvanized chain link; black coated chain link may be permitted.
 - ii. Fence height minimum is four (4) feet, with six (6) feet maximum.
- b. Accessory Structures. Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar maintenance-free materials and design with the dwelling. These structures shall not exceed one hundred twenty (120) square feet, be more than ten (10) feet in height, and shall not be located in the front or side yard setback or within five (5) feet of any lot line. All other accessory improvements such as swing sets, play structures and sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.
- c. Dog Kennels. No dog runs are permitted. Any dog kennel shall be adequately screened from view and shall not be located in the front yard or side yard setback, or within five (5) feet of any lot line.
- d. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling panels or device, or wind powered electric generators of any sort shall be permitted on any lot unless such apparatus is approved by Declarant and is installed in such a manner that it is not visible from any street or roadway.
- e. Landscaping. All front, side and rear yard areas shall be hydro seeded or sodded within six (6) months after completion of any dwelling constructed upon the lot.

5. Completion of Construction. Any building placed or constructed upon any lot within the Property shall be completed within twelve months after the commencement of construction.

6. City Requirements. All buildings within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and shall be installed during the construction of the dwelling 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 Property 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 Property, 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 Property; provided, however, Declarant may erect signs of any size advertising lots for sale within the Property, 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 Property for any commercial purpose.
11. Repair and Storage on Lot. 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 shall be parked or stored upon any lot within the Property except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed forty-eight (48) hours.
12. Construction Vehicles and Rolloff Service. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Property during development. Declarant shall also have the exclusive right to designate a single provider of rolloff service within the Property. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Property. The rights of Declarant under this paragraph to designate a rolloff provider shall be assigned to the Association when residences shall have been placed or constructed upon all of the lots within the Property.
13. Homeowners Association. Legends Homeowners Association, Inc. ("Association") has been or will be established as a homeowners' association incorporated in the state of Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Property, administering and maintaining the Commons and providing services to its members. Every person or entity who owns a lot within the Property shall be a member of the Association. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

14. Managing Agent. Declarant or the Association may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by Declarant or the Association. The fee charged by the Managing Agent shall be a common expense of the members.
15. Membership. The Association shall have two classes of membership:
 - a. Class A membership shall include all members of the Association except the Declarant and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one vote for each Lot.
 - b. Class B membership shall include only the Declarant and any successor in interest. The Class B member shall be entitled to ten votes for each Lot. 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.
16. Commons. The Commons shall include all pedestrian walkways that abut two or more lots, fencing and landscape screening adjacent to arterial roadways, drainage ways, ponds and open space, as shown on any final plat of all or any portion of the Property; provided that such final plat has been filed with the Lancaster County Register of Deeds.
17. Conveyance of Commons. Declarant shall convey any Commons to the Association, free from encumbrance, but subject to easements and restrictions then of record and any other requirements of the City of Lincoln.
18. Use of Commons. Each member of the Association shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Association and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
19. Rights in Commons. The rights and easements of the members of the Association shall be subject to:
 - a. The right of the Association 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 at a special meeting of the members.
 - b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.

- c. The right of the Association 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 thirty (30) days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
- e. The right of the Association to dedicate or convey all or any part of the Commons to any public entity.

20. Maintenance of Landscape Screens. Each member of the Association who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen, except for fencing and landscape screening adjacent to arterial roadways which shall be maintained by the Association as part of the Commons.

21. General Maintenance Obligations. Each member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvement upon their lot. During construction on any lot, a member shall be responsible to erect and maintain adequate erosion control measures, including silt fences, straw bales or other measures to prevent soil runoff upon adjoining lots or streets. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Property. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.

22. Failure to Maintain. In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, Declarant or Managing Agent after seven (7) days' notice to the member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a twenty percent (20%) administrative fee shall be the personal obligation of the member who is or was the owner of the lot failing to perform their maintenance obligations, shall bear interest at the rate of fourteen percent (14%) per annum and shall be a lien upon the lot assessed.

23. Maintenance of Commons. The Association covenants and each member of the Association, 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 by these Restrictive Covenants, which Restrictive 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 Association covenants and each member of the Association, 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 the Declarant to comply with the requirements of the final plat of Legends Addition regarding continuous and permanent maintenance of the Commons.

24. Refuse Services. The Declarant shall have the option to enter into a contract to provide to each member refuse collection services through a single designated provider, and the refuse collection service shall be solely managed by Declarant, or if approved by Declarant, the Managing Agent. Having one single provider provides for a safer and quieter environment, equates to better pricing, and results in less damage to the neighborhood streets. Accordingly, the members shall not independently contract with alternate refuse collection service providers. If the Declarant enters into such a contract, the cost of collection services shall be paid for by the members as a part of their dues and assessments.

25. Dissolution of Association; Lot Owner Responsibilities. Each owner of a lot within the Property ("Lot Owner") by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant that, in the event the Association dissolves, such Lot Owner shall remain jointly and severally liable along with all other owners of lots within the Property ("Lot Owners") for the cost of administering and maintaining the Commons in the same manner as required of the Association under paragraph 23 above.

26. Dues Assessments and Liens. Dues and special assessments, other than for capital improvements, may be levied by the Managing Agent. Any special assessment for 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 special meeting of the members.

The members shall pay annual dues and special assessments to the Association or Managing Agent 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. The amount of annual dues shall be based upon an estimate of the Association's cost for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Association and the members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. Budgets. The Managing Agent shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.
- b. Additional Charges. In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur

or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

i. Attorney's Fees. Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due. whether by suit or otherwise.

ii. Late Charges. A late charge in an amount to be fixed by the Association or Managing Agent to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period.

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 dues and assessments at the rate of fourteen percent (14%) per annum, commencing thirty (30) days after the assessment becomes due.

vi. Other. Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.

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

d. Fines. The Association or Managing Agent may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

27. Abatement of Dues and Assessments. Notwithstanding any other provision of these Restrictive Covenants, the Managing Agent may abate all or part of the dues or assessments due in respect of any lot, and shall abate all dues and assessments due in respect of any lot during the period such lot is owned by Declarant.

28. Additions. Declarant may add additional contiguous or adjacent real estate to the Property or the Commons, at any time, without the consent of the members of the Association. 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: provided the general standards set forth in paragraphs 3 and 4 may be reduced, increased or otherwise modified within any such addition.

29. Amendments. These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Declarant and all persons claiming under Declarant. Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to

amend this Declaration during the Development Period without the consent of any Owners, or any other persons claiming an interest in the Property or the Association if such amendment is necessary to: (a) bring this Declaration into compliance with any rule, regulation, or requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, or local governments; (b) make non-substantive, corrective changes; and/or (c) subdivide or create a lot line adjustment to reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots, provided, however, that an approved resubdivision of the affected property is properly recorded.

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 Association or Declarant, may be to enforce any lien or obligation created hereby. 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.

31. Severability. The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

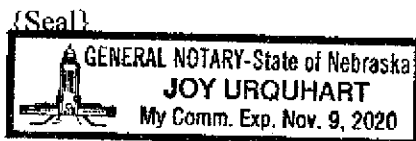
DECLARANT:

LEGENDS VENTURE, LLC, a Nebraska limited liability company,

By: Steven M. Champoux
Name: Steven M. Champoux
Title: Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of March, 2019, by Steven M. Champoux, known to me to be the Manager of Legends Venture, LLC, a Nebraska limited liability company, on behalf of said limited liability company.



Joy Urquhart
Notary Public