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## BILLINGS DRIVE TOWNHOME RESTRICTIVE COVENANTS

The signers of this document are the Titleholders of the real estate described on Exhibit A (Real Estate). The Real Estate is comprised of:

Townhome lots within Thompson Creek 5<sup>th</sup> Addition, Lincoln, Lancaster County, Nebraska, individually referred to as a "Townhome Lot" and collectively referred to as the "Townhome Properties" and any private facilities associated with the Properties

**Billings Drive Townhome Association** (Corporation) is incorporated in Nebraska for the purpose of enforcing the Restrictive Covenants established upon the Townhome Properties and of administering common services for the unit owners. The affairs of the Corporation are conducted by its Board of Directors (Board). For the purposes of these Restrictive Covenants, **Stonybrook Homes Inc., (Stonybrook)** shall be the Owner. These Townhome Restrictive Covenants are established upon the Real Estate.

**Thompson Creek Homeowners Association (TCHA)** has been incorporated in Nebraska for purposes of enforcing certain Restrictive Covenants established upon the Townhome Properties and other properties within Thompson Creek additions. The Townhome Lots may also be subject to the obligations of the members of TCHA for the payment of dues and assessments. **TCHA** maintains outlots and commons within Thompson Creek additions.

These Townhome Covenants are duly adopted by **Stonybrook** as the owner of the Townhome Lots.

1. **USE:** No Townhome Lot shall be used other than for residential purposes.
2. **COMPLETION OF CONSTRUCTION:** Any building placed or constructed upon any Townhome Lot shall be completed within twelve months after the commencement of construction.
3. **ARCHITECTURAL AND LANDSCAPE CONTROL:** Plans for any building or improvement to be placed or constructed upon any Townhome Lot within the Real Estate shall be submitted to **Stonybrook** 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 **Stonybrook**. All plans shall be approved by **Stonybrook** prior to construction.

The following general standards of development shall guide **Stonybrook** in the review of any plans for dwelling structures submitted for approval within the Townhome Properties. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. **Stonybrook** may reduce, increase or modify these standards at any time.

- a. Minimum size: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,100 sq. ft.
- b. Setbacks: Setbacks of dwellings from the lot lines shall be within the limits established by the Lincoln Zoning Ordinance.
- c. Exterior finish: The original exterior finish materials and colors shall be approved by **Stonybrook**.
- d. Fence: All fencing shall be approved prior to installation and shall be 4 foot scallop minimal maintenance white vinyl or similar material.
- e. Solar: No solar panels shall be allowed upon any dwelling within the Townhome Properties or located in any required yard or upon any accessory structure.

No accessory building, storage shed, or wall shall be erected or maintained upon a Townhome Lot, nor shall any driveway be expanded to a width of more than twenty-two (22) feet. No fence, exterior addition to, or alteration of any dwelling structure shall be made or commenced unless approved in writing by **Stonybrook** and until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the architectural character of surrounding structures by **Stonybrook**. In addition, no change in color or exterior shall be made or commenced by any owner unless approved by **Stonybrook** to assure continued architectural harmony and compatibility of the structures located on the Townhome Lots. The authority of **Stonybrook** under this paragraph shall be assumed by the Board or an architectural committee appointed by the Board when units have been constructed on three fourths of the Townhome Lots.

PLANS FOR ANY LANDSCAPING UTILIZING PERENNIAL PLANTS, SHRUBS OR TREES OR ANY IMPROVEMENTS WHICH COULD AFFECT THE OBLIGATION TO MAINTAIN THE SPRINKLER SYSTEM OR PROVIDE FOR LAWN CARE OR SNOW REMOVAL SHALL BE SUBMITTED FOR APPROVAL. AS A CONDITION OF APPROVAL, THE TITLEHOLDER MAY BE REQUIRED TO ENTER INTO A WRITTEN AGREEMENT OBLIGATING THE TITLEHOLDER AND ANY SUCCESSORS IN INTEREST TO BE RESPONSIBLE FOR THE MAINTENANCE AND EXPENSE OF THE LANDSCAPING IMPROVEMENTS AND TO BE SUBJECT TO INDIVIDUAL SPECIAL ASSESSMENTS RELATING TO THE MAINTENANCE OR EXPENSE.

4. CITY REQUIREMENTS: All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Streets, sidewalks, street lights and lighting shall be installed as required by the City of Lincoln.
5. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Townhome Lot shall be used as either a temporary or permanent residence.
6. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Townhome Lot, 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 adjoining lots.
7. ANTENNAS: Video reception devices which are more than one meter (39.37 inches) in diameter are prohibited. Video reception devices which are one meter or less in diameter shall not be permitted above ground, except within a building, unless they are mounted using the following preferences:

First Preference: The device shall be mounted on the residence, confined to the rear, and shall not be visible from the front lot line nor protrude above the highest point of the roof line.

Second Preference: If an acceptable quality signal cannot be achieved under the first preference, the device shall be mounted where it is least visible from the front lot line of the residence and shall be reasonably camouflaged to blend in with the background against which it is mounted. Camouflage may include placement within existing landscaping or painting the device.

Wiring or antenna for electrical power, telephone, television, radio or any other use shall be not be permitted above ground, except within a building unless they conform with all rules and regulations relating to emissions, placement and height. Such installations shall not unreasonably interfere with the reception of television or radio signals on any other lot. The installation shall be mounted where it is least visible from the front lot line of the residence and shall be reasonably camouflaged to blend with the background of its placement.

8. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any Townhome Lot; however, any titleholder of a Townhome Lot may place on a lot which they own the following: a "For Sale" sign; an "Open House" sign if posted for a period not exceeding 48 hours; political campaign signs not exceeding six square feet in dimension and for the limited time established by ordinance; garage sale signs not exceeding a period of 48 hours if the title holder of the Townhome lot is conducting the sale. Further, **Stonybrook** may erect signs advertising lots for sale.

9. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Townhome Lot except household pets, provided they shall not be raised, bred, or kept for any commercial purpose. Exterior dog runs and kennels shall not be permitted within the Townhome Properties unless approved by Stonybrook or the Corporation and constructed of approved materials.

Each Townhome Owner shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance, nuisance, or unreasonably disturbing the quiet of any other Townhome Owner. Specific rules, regulations, and requirements further implementing this provision (including banning individual animals, types of animals or specific breeds) may be adopted by the Board. The Board shall take such action if requested in writing by the owners of a majority of the Townhome Lots. Written notice of such action shall be binding upon and enforceable by the Corporation and any Townhome Owner.

10. **PARTY WALLS:** Each wall which is built as a part of the original construction of a dwelling within the Townhome Properties and placed on the dividing line between adjoining lots shall constitute a party wall.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it. If the other owners make use of the restored wall, they shall contribute to the cost of restoration in proportion to their use without prejudice to the right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligence or willful act causes the party wall to be destroyed, damaged or exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in interest.

In the event of any dispute concerning a party wall under these covenants, the parties are encouraged to attempt to resolve the dispute under the Dispute Resolution Act of the State of Nebraska. No legal action arising from a party wall dispute shall be commenced or maintained unless the parties have utilized the Dispute Resolution Act.

11. **ENCROACHMENTS:** When a building shall be constructed on any Townhome Lot so as to encroach upon an adjoining lot, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not relieve any member from any liability which the member may incur by reason of

negligent of willful acts or omissions resulting in damage to the encroaching building.

12. **COMMON UTILITY LINES:** When any utility line shall be constructed on two or more adjoining lots within the Townhome Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the members who are the titleholders of such adjoining lots unless the utility line serves only one lot, in which case the expense shall be borne by the owner of the lot served. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.
13. **RECREATIONAL VEHICLES:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
14. **HOMEOWNERS ASSOCIATION:** Every person or entity who becomes a titleholder of a fee or undivided fee interest in any Townhome Lot or living unit shall be a Class A member of **the Corporation**. However, any person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.
15. **MEMBERSHIP:** The Corporation shall have two classes of membership:  
  
Class A membership shall include all members of **the Corporation** except **Stonybrook** 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 or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.  
  
Class B membership shall include only **Stonybrook** and any successor in interest. The Class B member shall be entitled to 10 votes for each Townhome Lot owned by **Stonybrook**. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by the Class A members equals the total number of votes entitled to be cast by the Class B member, or on January 1, 2013, whichever first occurs.
16. **MAINTENANCE AND LANDSCAPE SCREENS:** **The Corporation** shall provide to the Townhome Properties common services which may include mowing, sprinkler maintenance, landscape services, maintenance, replacement and snow removal from private streets, drives and walkways, garbage service, maintenance of any

common facilities such as street lights, and insurance.

17. **MAINTENANCE OF EXTERIORS:** The maintenance of the exterior of all dwelling structures, and appurtenances shall be the responsibility of the titleholder of any Townhome Lot. If the titleholder fails to maintain the exterior of a dwelling structure and appurtenances and the deferral of maintenance, in the judgment of **Stonybrook** or the Board, creates an adverse effect on the values of the other units, **Stonybrook** or the **Corporation** shall have the right to enter upon any lot, at reasonable times, and perform or cause to be performed maintenance as may be performed following delivery of a written notice to the titleholder stating the intent to perform the maintenance and allowing not less than sixty (60) days for the titleholder to take corrective action. The cost of any maintenance plus a 10 percent administration fee shall be the subject of an assessment against the Townhome Lot which, when filed of record, shall become a lien against the individual lot.
18. **UNDERGROUND SPRINKLERS:** Each member covenants to install an underground water sprinkling system and maintain and operate the system according to requirements established by the Corporation. The Corporation shall have the right to install, maintain, or operate a sprinkling system and assess the actual cost of the installation, maintenance or operation plus a ten percent administrative fee to the Townhome Lot of any titleholder which fails to comply with this covenant.
19. **EASEMENT:** The **Corporation** and its employees, contractors and agents shall have an easement over, under and upon all the Townhome Lots and the right of entry at reasonable times, to perform its obligations to maintain, repair, install, operate or replace improvements, landscaping, sprinkler systems and perform any other responsibilities under the covenants.
20. **INSURANCE:** Each member of the **Corporation** covenants to maintain fire and extended coverage insurance on improvements in an amount equal to the their full insurable value. Any proceeds of insurance shall be applied, to the extent required by the Corporation, to the repair or reconstruction of the improvements. The **Corporation** may maintain such insurance as a common service. Each member shall provide proof of insurance to the **Corporation** upon request.
21. **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 Townhome Lot against which the assessment is leveled.
22. **ASSESSMENTS:** The members, by the acceptance of a deed to a Townhome Lot, shall be deemed to covenant and agree to pay the **Corporation** assessments, together with late fees interest, reasonable attorney fees, and other costs of collection, which shall be a lien upon a lot until paid. Each assessment and other changes shall also be the personal obligation of the titleholder of the lot at the time

any assessment is due. Assessments shall be levied by **The Corporation** for the administration and maintenance of any private streets or outlots, the lawns and landscaping; snow removal, taxes, fees, permits, and other assessments which may be incurred by **The Corporation**; to provide adequate insurance; and to provide such reserves as may be prudent.

**Annual Assessments:** The annual assessment shall be established by the directors of **The Corporation** and shall be paid in equal monthly installments. The Board shall establish the annual assessment rate in advance on a calendar year basis. The rate shall apply to monthly installments beginning January 1 and monthly payments shall be due on the 10th day of each month. Written notice of the annual assessment shall be sent to the members before December 1 each year.

**Special Assessment:** **The Corporation** may levy assessments for unexpected repairs or replacements, or other unanticipated expenses. Written notice shall be given to the members specifying the reason for the special assessment and the date payment is due.

**Improvement Assessment:** **The Corporation** may levy an assessment for capital improvements. An improvement assessment shall require the affirmative vote of two-thirds of the members entitled to vote. Payment of the improvement assessment shall be made on terms established by **The Corporation**.

**Lot Assessment:** **The Corporation** may levy a special lot assessment (Lot Assessment) for the actual cost plus 10 percent as an administrative fee for any maintenance it performs on any improvement on a Townhome Lot, for sprinkling system installation, or other expenses for maintenance, operating, or insurance pertaining to an individual lot.

All assessments shall be apportioned equally to the Townhome Lots except Lot Assessments. Any assessments which are not paid within 10 days of the date they are due shall be delinquent and subject to a late fee; and if not paid within 30 days, shall bear interest from the date originally due. The amount of the late fees and interest rate shall be determined annually by **The Corporation**; provided, the late fee shall not exceed 10 percent of the payment and the interest rate shall not exceed 18 percent per year. The lien of any unpaid assessments shall be subordinate to the lien of any mortgage or mortgages executed and delivered before notice of an assessment lien is filed of record.

23. **ADDITIONS:** **Stonybrook** may add additional Real Estate, at any time, without the consent of the members of **The Corporation**. Additions shall be made by the execution and recording of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants.
24. **AMENDMENTS:** The Restrictive Covenants shall run with the land and shall be

binding upon and enforceable by **Stonybrook** and all persons claiming under **Stonybrook**. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders or two-thirds of the Townhome Lots at any time. So long as there is a Class B membership, no real estate shall be added to the Townhome Lots and these Restrictive Covenants shall not be amended, without the consent of the Federal Housing Administration and/or the Veterans Administration.

25. **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**, may be to enforce any lien or obligation created under these covenants. **The Corporation** may exercise all rights granted to **TCHA** in, by or through other Covenants and any rights delegated to **The Corporation** by **TCHA** as they relate to the Townhome Properties.
26. **SEVERABILITY:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions. In the event of a conflict between these Restrictive Covenants and the Articles or Bylaws of Billings Drive Townhome Association, the provisions of these Restrictive Covenants shall govern.

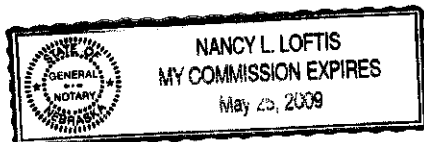
Dated: 6-2-08

Troy Karsting President  
Stonybrook Homes Inc.

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 2 day of June, 2008 by Troy Karsting, president of Stonybrook Homes Inc..

[Signature]  
Notary Public





## EXHIBIT A

All in Thompson Creek 5<sup>th</sup> Addition, Lincoln, Lancaster County, Nebraska

5900 Billings Dr	Lot 1, Block 1
5908 Billings Dr	Lot 2, Block 1
5916 Billings Dr	Lot 3, Block 1
5924 Billings Dr	Lot 4, Block 1
5934 Billings Dr	Lot 5, Block 1
5942 Billings Dr	Lot 6, Block 1
5950 Billings Dr	Lot 7, Block 1
5060 Billings Dr	Lot 8, Block 1
5964 Billings Dr	Lot 9, Block 1
5970 Billings Dr	Lot 10, Block 1

# THOMPSON CREEK 5TH ADDITION

FINAL PLAT

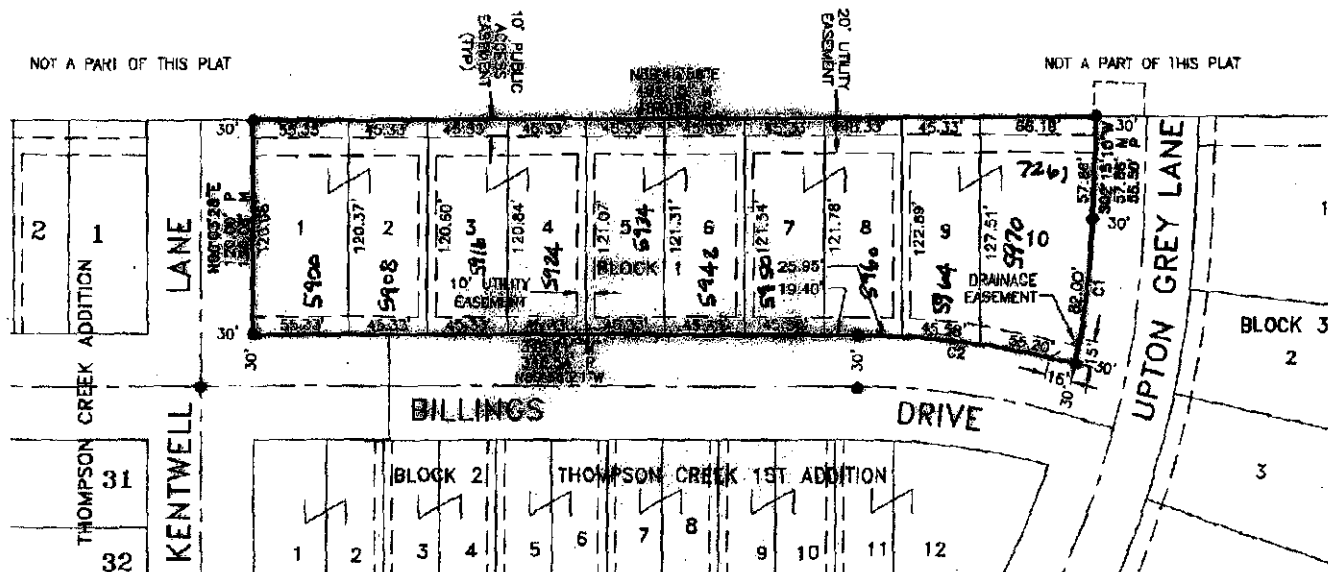
BASED ON THOMPSON CREEK PRELIMINARY PLAT #01015

Troy K.

CURVE	DELTA	ARC LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
C1	82°31'	120.37	120.37	S 82°31' W	120.37
C2	150°37'	120.37	120.37	S 150°37' W	120.37

NOT A PART OF THIS PLAT

NOT A PART OF THIS PLAT



LOT AREA TABLE BLOCK 1		
LOT NO.	AREA IN SF.	SF.
1	5908.91	SF.
2	5441.51	SF.
3	5472.16	SF.
4	5482.62	SF.
5	5483.47	SF.
6	5504.13	SF.
7	5514.78	SF.
8	5520.82	SF.
9	5642.75	SF.
10	6262.96	SF.
TOTAL LOT AREA	55,842.04	SF.

## LEGEND

- CORNER FOUND (5/8" REBAR W/ CAP)
- ⊕ SECTION CORNER
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- PLAT LIMITS
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- CENTER LINE
- - - SECTION LINE

## INDEX OF SHEETS

- SHEET 1 - FINAL PLAT, CURVE TABLE AND LOT AREA TABLE
- SHEET 2 - SURVEYOR'S CERTIFICATE, PLANNING DIRECTOR'S APPROVAL, DEDICATION AND ACKNOWLEDGMENT, LIEN HOLDER CONSENT AND SUBORDINATION AND ACKNOWLEDGMENT

SHEET 1 OF 2