AMENDED DECLARATION OF THE

BICENTENNIAL ESTATES
NEIGHBORHOOD ASSOCIATION

The undersigned, being more than ninety percent (90%) of the owners in the Bicentennial Estates Neighborhood Association ("Association") do hereby, pursuant to Article **XIII,** paragraph 4 of the Declaration of Covenants, Conditions and Restrictions filed in the office of the Register of Deeds of Lancaster County, Nebraska as Instruments 77-7075, 77-26317 and 77-19360 amend and alter said documents to read as follows:

This Declaration made this 21st day of May, **1980**, by the undersigned, being more than ninety percent (90%) of the owners of the following described property, to-wit:

> Blocks 1 - 7, inclusive, and Outlets "A", "B" and "C", all in Bicentennial Estates; and Blocks 6-13 inclusive, and Outlots "A", "B" and "C", all in Bicentennial Estates First Addition, all as surveyed, platted and recorded in Lancaster County, Nebraska.

do hereby declare that said real estate shall be held, sold and conveyed subject to the easements, restrictions, covenants, reservations, liens, charges and conditions which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest thereon or any part thereof, as follows:

I

1. "Association" shall mean and refer to the Bicentennial Estates Neighborhood Association of owners which has been incorporated under the Nebraska Non-Profit Corporations Act, and its successors.

2. "Property" shall mean and refer to the real estate above described together with such additions as may be made thereto under the terms of the Declaration.

3. "Common Area" shall mean real estate owned by the Association and designated as such, which shall be held for the common use and enjoyment of all members of the Association.

4. "Lot" shall mean and refer to any designated portion of the property as shown on the recorded subdivision plat, with the exception of the Common Area and streets.

5. "Member" shall mean and refer to any person or entity who holds membership in the Association.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

7. "Developer" shall mean and refer to Golf Park, Ltd., a Nebraska limited partnership, and its successors and assigns if such successors or assigns have or acquire a majority of the undeveloped Lots for the purpose of development.

II

Membership and Organization of the Association:

Except as provided herein, every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the terms of this instrument shall be a member of the Association, including contract sellers, but not including persons or entities who held an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership.

III

The Association shall have two classes of voting membership:

Class A members of the Association shall be all those owners as defined in Article II hereof with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest in any Lot, all of such persons shall be members, but in no event shall more than one vote be cast with respect to one Lot and the vote for such Lot shall be exercised as they among themselves shall determine.

Class B members of the Association shall be the Developer, as defined herein, who shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III herein, provided that Class B membership shall cease and be converted in Class A membership on December 31, 1985, when the total vote outstanding in Class A membership equals or exceeds the total vote outstanding in the Class B membership, or at such time as Developer shall elect to terminate the Class membership, whichever is earlier.

IV

Property Rights in the Common Area:

1. Developer hereby covenants for himself, his successors and assigns, that he will convey Common Area to the Association, free and clear of all encumbrances and liens.

2. Every member shall have the right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Subject to the provisions of Section 3 of this Article, use of the Common Area shall be restricted to members and their guests, and the Association shall have the right to limit the number of guests of members and to adopt reasonable regulations applicable to use by guests.

(b) The Association shall have the right to charge a reasonable admission or other fee for the use of any recreational facility situated upon the Common Area, and shall also have the right to contract with Developer or with any other person, persons or entity for the charging of reasonable admission or other fees in exchange for management, development, maintenance and improvement of any such recreational area.

(c) The Association shall have the right, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage said property provided such action has the consent of two thirds (2/3) of each class of membership and provided, further, that the rights of any mortgage shall be subject to the rights of the members of the Association while any mortgage is current and not in default.

(d) The Association shall have the right to suspend the voting rights and rights to use the Common Area and recreational facilities of a member for the period during which any assessment against the Lot of the Owner remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(e) The Association shall have the right to dedicate or transfer all or any part of the Common Area to the City of Lincoln, with its consent, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective, however, unless an instrument signed by members entitled to cast two-thirds of the vote of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the taking of any such action. Developer shall have the right at any time prior to the complete development of the property described in Article II to use so much of the Common Area as it deems necessary or advisable for the purpose of aiding in the construction and development of unimproved lots.

3. In addition to the aforementioned restrictions and conditions, the use of the Common Area shall be subject to the following restrictions:

(a) No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over such Common Area.

(b) No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which would temporarily or permanently deny free access to any part of the Common Area to all members.

(c) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time-to-time by the Board of Directors of the Association.

4. Any member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in the Common Area and facilities to members of his family, his tenants, or to contract purchasers who reside on the property.

V

Covenant for Maintenance Assessments:

1. Creation of the Lien and Personal Obligation Assessments:

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessment:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare of the residents in the Properties and for the improvement and

maintenance of the Common Area, and for the homes situated on the Property.

3. **Maximum Annual Assessment:**

Until January 1 of the year immediately following the issuance of an occupancy permit for a Lot of property to an Owner, the maximum annual assessment shall be One Hundred Three Dollars ($103) per Lot. [History: Amended 17 May 2018 to change maximum annual assessment from Sixty Dollars ($60) to One Hundred Dollars ($100); Amended 18 November 2025 to change maximum annual assessment from One Hundred Dollars ($100) to One Hundred Three Dollars ($103)]

(a) From and after January 1 of the year immediately following the issuance of an occupancy permit for a Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the issuance of an occupancy permit for a Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments For Capital Improvements:

In addition to annual assessments authorized above, the Association may levy, in assessment years, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking action authorized under Section 3 and 4 of this Article shall be sent to members not less than thirty (30) days nor more than sixty (60} days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to

cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at a subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment:

Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date of commencement of Annual Assessments - Due Dates:

The annual assessments provided for herein shall commence as to all Lots of the property on the first day of the month following the filing of this document. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty
(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

8. Effect of Non-Payment of Assessment: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. All properties dedicated to and accepted by the City of Lincoln and the Common Area shall be exempt from all annual and special assessments of the Association.

VI

General Restrictions

1. No Lot shall be used except for residential purposes as prescribed by the community unit plan adopted by the City of Lincoln.

2. No building shall be located on any Lot nearer than 25 feet to a front lot line or nearer than 25 feet to any side street line. Except as shown on the plat, no side yard set back shall be required unless dwellings on adjoining lots do not have a common wall, in which case, there shall be a minimum distance of 10 feet between dwellings, and provided that a dwelling having no set-back on one side lot line shall be set back 10 feet from the opposite lot line. No dwelling shall be located nearer than 25 feet or 20% of the lot depth, whichever is least, to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3. Easements for installation and maintenance of utilities, drainage facilities and walkways are reserved as shown on the recorded plat.

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

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.

6. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

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

8. No excess dirt which has been removed from any lot shall be moved from the Addition except by the direction of the Developer. Any such excess dirt shall be deposited within an area designated by the Developer.

9. The owner of any lot or Common Area of the property which abuts or touches any street within Bicentennial Estates; and the north side of Superior Street adjacent to Lot 1, Block 1 and Outlot “C”, and in Outlet “B” from Old Glory Road to the extension of the

rear lot lines of Lots 19 and 20, Block 4 and from Preamble court to the extension of the rear lot lines of Lots 11 and 12, Block 5: shall, at his sole expense, construct sidewalks in the sidewalk space along the sides of said streets, in a manner equivalent to the standards and specifications prescribed by the City of Lincoln, Nebraska. The construction of said sidewalks shall be completed not later than February 1, 1980. Said owners shall maintain said sidewalks in a safe and sound condition and keep them from snow, ice and other obstructions.

10. The Owner of any Lot or Common Area which touches or abuts the north side of Superior Street shall, at his sole expense, plant and maintain a suitable landscape planting screen along the north side of Superior Street in accordance with the ordinances, agreements and community unit plan enacted by the City of Lincoln, Nebraska, within two (2) planting seasons following the issuance of building permits to sixty percent (60%) of the total number of lots located within the property.

11. The Owner of any Lot or Common Area which touches or abuts Superior Street shall not have, permit or maintain direct vehicular access to Superior Street.

12. The Owner of all common or open areas designated as Outlots "A", "B" and "C" will develop said common areas with trees, shrubs and grasses.

13. The Owner of any Lot, Common Area or Outlot shall develop and maintain said Lot in such a manner as is consistent with prudent soil conservation techniques and in conformance with soil conservation standards prescribed by the City of Lincoln, Nebraska.

VII

Enforcement of Requirements

1. In the event that the Owner of any Lot located in Bicentennial Estates shall fail to fully satisfy the requirements set forth within these Covenants and Restrictions, within the time prescribed by the ordinance and community unit plan adopted by the City of Lincoln, the Developer or the Association may proceed, after prior written notice to lot owners of record, and fulfill and complete any work necessary to meet said requirements. The Developer or the Association may charge each Lot owner for its proportionate share of any costs incurred in fulfilling said owner's requirements. If said charges are not paid within thirty
(30) days from the date of billing, the Developer or the Association may file a lien upon the property of said owner and may bring on action at law to collect same or foreclose the lien against the property, and interest, costs and reasonable

attorney's fees shall be added to the amount of such charges.

VIII

Party Walls

1. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply.

2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

3. Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4. 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 title.

5. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved in such dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The cost of any such arbitration shall be born equally by the parties involved. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within twenty (20) days after notice by one Owner to the other Owner that a dispute exists.

IX

Architectural Control

1. No building, fence, wall or other structure shall be commenced erected or maintained upon the property, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, height, materials and location of the same shall be submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Directors of the Association, or by an architectural

committee composed of three or more representatives appointed by the Board. In the event that the Board of Directors, or its designated committees fails to approve or disapprove such design and location thirty days (30) after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied.

2. No construction of any dwelling unit shall proceed until the same has been approved by the Superintendent of Building Inspections for the City of Lincoln and no dwelling unit shall be occupied until said Superintendent of Building Inspections has found that the Permit has compiled with all the terms, conditions and requirements set forth by the City of Lincoln in approving said permit.

X

Exterior Maintenance

In the event that an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2.3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel of ground and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the annual assessments to which such Lot is subject.

XI

Easements

The easements over and across the Common Area shall be those shown on the recorded plat of the subdivision, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions, by the Developer or the Directors of the Association.

XII

General Provisions

1. It shall be the general obligation and duty of the Association to properly maintain and repair all Common Areas, and including but not limited to the walks, drives, open drainage areas, drainage channels, concrete low flow channel liners, parking areas, parking islands, storm sewers, private utilities, flood proofing or private utilities, landscaping, grasses recreational facilities, and all structures and improvements therein, or a part of the common system in accordance with reasonable standards as

generally required by the City of Lincoln. Nothing in this Declaration shall be construed as any limitation upon the authority of th . City of Lincoln to enter upon said property and perform necessary maintenance should the Association fail to do so, and to assess the property with the cost thereof.

2. The Association, any member thereof or the City of Lincoln, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any member thereof or the City of Lincoln to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so.

3. Any firm, person, corporation or other entity which shall succeed the title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed as herein provided. Conveyance by such person, firm, corporation of other entity shall pass membership in the Association to the Buyer as herein provided.

4. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years from the date of this Declaration after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless revoked or amended by instruments signed by not less than ninety percent (90%) of the Owners in the Association if during the first twenty years (20), and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners in the Association. Any instrument amending, modifying or cancelling this Declaration must be approved by the City of Lincoln and must be properly acknowledged and recorded before it shall be effective and the Department of Housing and Urban Development or their successor so long as Class B membership is in existence.

5. In the event that the Association, the members thereof, or the Directors of the Association shall fail or neglect to perform its rights, duties and obligations in accordance with the intents, purposes and provisions of this Declaration, then Developer reserves the right to call such meetings, make such appointments and to take such further action as may be necessary, from time to time, to ensure that the objects and purposes of

this Declaration are being fulfilled.

IN WITNESS WHEREOF, the Owners hereto have executed this Declaration on the day and year first above written.

Lot

declaration