

**Instrument # 2022013322**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WHITE HORSE FOURTH ADDITION  
A SUBDIVISION IN LANCASTER COUNTY, NEBRASKA**

The undersigned is the Owner/Declarant, also known as Blue Rock Investments LLC, and Herbert Development, Inc., (hereinafter referred to as "Declarant" or "Owner") of the following described real estate: Lots One through Fourteen (1-14); White Horse Fourth Addition.

This Declaration of Covenants, Conditions, and Restrictions for White Horse Fourth Addition ("Declaration") is established upon the Properties (hereinafter referred to as "White Horse") listed above.

**1. USE**

No Lot within White Horse will be used other than for residential or landscape purposes.

**2. START AND COMPLETION OF CONSTRUCTION**

The start of construction must commence within twelve (12) months of the closing date of the purchase of the Lot. Any building placed or constructed upon any Lot within White Horse will be completed within twelve (12) months after commencement of construction.

**3. PLAN REQUIREMENTS AND APPROVAL**

Construction of a building or improvement not to begin until one (1) full set of construction plans has been submitted to the Declarant, and written approval has been received from the Declarant. In addition, prior to construction, a signed copy of this Declaration is to be submitted to the Declarant. Submitted plans must include all elevations, roof pitches, square footages, and a site plan showing all setbacks. Such plans must include descriptions of the type, quality, color, and use of materials for the exterior of the building. One full set of plans and the signed White Horse Declaration of Covenants, Conditions, and Restrictions will remain on permanent file with the Declarant. Written approval of the plans to be given by the Declarant within thirty (30) days after receipt thereof. If refused, a written statement of the grounds for disapproval will be provided.

Failure of Declarant to give written approval will be deemed disapproval.

Declarant will review such plans in light of this Declaration, and in relation to the type of exterior improvements on, or approved for construction on all Lots in White Horse. In this regard, Declarant intends that White Horse be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse proposed plans will be exercised by the Declarant in a reasonable manner to promote conformity and harmony of the exterior design of homes within White Horse, and to protect the value, character, and residential quality of White Horse in a manner consistent with this Declaration. If Declarant determines that the exterior design and location of the proposed construction does not conform with the standards or requirements, or does not conform with the surrounding homes and topography, or will not protect and enhance the integrity and character of White Horse as a quality residential community, Declarant may refuse approval of proposed plans.

Any plan modifications must be re-submitted to Declarant for written approval.

The minimum finished floor area, exclusive of basements, garages, porches, patios, decks, enclosed decks, etc. for all Lots in White Horse is required to be as follows: 1800 S.F. for a ranch, 1900 S.F. for a split level, 2100 S.F. for a 1 ½ story, and 2300 S.F. for a 2-story. Variances in minimum square footage for irregularly-shaped, cul-de-sac, and/or smaller sized Lots may be petitioned for and may be granted only upon written approval by the Declarant.

All dwellings are required to have attached garages.

The color scheme of any home exterior and/or accessory structure exterior, including siding, trim, doors, and roofing material, is required to be of neutral/natural earth tone colors, and must be approved in writing by the Declarant.

The front elevation of a dwelling includes all surfaces on all levels which require an applied siding or veneer, from the farthest left corner to the farthest right corner and from the ground level to the soffit and fascia level of the highest story, regardless of the direction the surface is facing. Front elevations are required to be faced with at least 50 percent (50%) brick, natural stone, or coated-on type of stucco. Stucco panels are not allowed on the front of the dwelling; however Declarant may allow variances if used only for architectural detail.

Non-Hardboard siding (i.e., Vinyl, steel, aluminum, etc.) is not allowed on any elevation of any dwelling constructed in White Horse. All lap siding must be less than eight (8) inches in width. Pre-fab stucco panels are discouraged. Exterior fireplace chases to be of brick, stone, stucco, or siding.

All exposed exterior foundation walls must have a molded brick pattern. Exposed foundation walls on the front of the house must be faced with brick, natural stone, coated-on type of stucco, or permanent siding to match the exterior of the dwelling. Exposed foundation walls on the street side of a corner Lot must have an approximate average height of two (2) feet or less above finished grade. All exposed foundation walls must be painted to match the exterior color scheme of the house.

The side of any house constructed on a corner Lot is required to have doors and/or windows measuring a minimum of twenty-four (24) square feet, located on the main level. If there is interesting architectural detail to offset this requirement, Declarant may, at its discretion, reduce above window requirement to a minimum of fifteen (15) square feet.

All roofing must be composed of built-up architectural grade asphalt shingles, shake shingles, wood shingles, tile or slate. Roof designs must have architectural style compatible with the other structures within White Horse. Ranch style homes with exclusive hip roof design are discouraged. All roof pitches must be a minimum of a 6:12 pitch unless a written variance is granted by the Declarant due to architectural style.

All roof overhangs must be a minimum of sixteen (16) inches from the framed wall, with exceptions only allowed based on architectural style. Overhangs for decorative gables may be a minimum of twelve (12) inches from the framed wall. In the case of a roof pitch less than 6:12, the overhang must be proportionate to the roof pitch, and approved by the Declarant.

Porches and decks shall be designed within the mass of the structure and be supported by substantial structural elements.

Accessory structures must be limited to one story in height, a maximum roof pitch of 8:12, a maximum outside dimension of 144 square feet (12ft. x 12ft.) and be of design and material that is compatible with the residence.

Plans for any additional building or other improvement(s), including, but not limited to, storage sheds, playhouses, satellite dishes, etc., to be placed or constructed upon any Lot within White Horse must be submitted to the Declarant for written approval. Plans must include all elevations, and show the design, with clearly labeled exterior materials, size, and exact location on the Lot, including all setbacks.

Geodesic dome, Igloo, and earth homes are prohibited. No prefabricated house or building of any kind may be erected on or moved onto any Lot. Active solar energy panels are not allowed on the front or street side of the dwelling and must be flush with the roof or side wall. Active solar energy panels are not allowed to be located in any yard or upon accessory buildings.

Above ground swimming pools are prohibited. Outside clothes lines of any kind are prohibited.

All setbacks from the front Lot line and side Lot line will be determined by the Declarant depending on the size, shape and location of each Lot within White Horse. Front setbacks must be a minimum of twenty-eight (28) feet from the front Lot line. Side yard setbacks must be a minimum of seven (7) feet (or a minimum of fourteen [14] feet between structures) for adjoining Lots from the side Lot line for interior Lots. Side yard setbacks must be twenty (20) feet from the Lot line on corner Lots. Back yard setbacks are set by the City of Lincoln. Declarant reserves the right to vary setbacks within the limits established by the zoning ordinance of the City of Lincoln Nebraska. Variances in setbacks for irregularly shaped, cul-de-sac, and/or smaller Lots may be granted only upon written approval by the Declarant.

#### 4. DECLARANT'S DISCRETIONARY AUTHORITY

Declarant, at its sole discretion, has the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

#### 5. BUYER REQUIREMENTS

The Declarant has the exclusive right to establish grades and slopes for all Lots within White Horse and to fix the grade at which any building or other improvement will be placed or constructed upon any Lot, in conformity with the general plan for White Horse. The original grade, drainage flow pattern, and condition of all Lots and/or Common Area adjoining the construction site must be maintained as originally set, unless the Declarant approves and signs a grade variance. Buyer/Builder/Owner (hereinafter referred to as "Lot Owner") and their assigns and heirs must maintain a continuous free flow of grade to accommodate drainage in the rear and side yard to and from adjacent and adjoining Lots. Every Lot within White Horse has been graded to drain along the rear and/or side Lot lines. This established drain flow pattern must be maintained by the Lot Owner upon completion of the dwelling. Lot Owner acknowledges that by acceptance of a deed to a Lot, that Lot Owner assumes all responsibility for the continual compliance with the National Pollution Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plan (SWPPP) permit requirements relating to Lot, including but not limited to, proper implementation and maintenance of all required erosion control measures and any issues arising thereof. Prior to commencement of any construction activity, Lot Owner must submit an Individual Lot Notice of Intent (NOI) and SWPPP to the City of Lincoln Building and Safety Department. Any liability associated with noncompliance with the NPDES and SWPPP permit or the individual Lot NOI and SWPPP after ownership of Lot has been transferred from the Declarant to the Lot Owner becomes the sole responsibility of the Lot Owner, and Declarant will be held harmless.

At all times during construction on a Lot within White Horse, Lot Owner and/or contractor must have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the lot and prevent tracking of mud onto streets by construction vehicles. Lot Owner and/or contractor will be responsible for the removal and disposal of all unused materials which have been produced as a result of the construction of the dwelling. This includes, but is not limited to soil, vegetation, concrete, construction materials, etc. from the Lot as well as the entire area, including, but not limited to all surrounding, adjacent, and adjoining Lots, Common Area and "Wetlands" (as defined in section 7 of this Declaration). Tampering with or removal of any Silt Fence is strictly prohibited. Dumping on surrounding, adjacent, or adjoining Lots, Common Area, or Wetlands is strictly prohibited. Contractors are not allowed to drive on, store material on, or to use any adjacent, adjoining Lot, Common Area or Wetlands. Any fines levied by the City of Lincoln for failure to comply are the sole responsibility of the negligent Lot Owner.

#### 6. CITY REQUIREMENTS:

All buildings within White Horse to be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Regarding occupancy: No more than one family may occupy any dwelling, with the term "family" being defined by the Lincoln Municipal Code, Section 27.03.220. No more than one dwelling may be constructed upon any Lot; however Lot Owner may construct one dwelling upon two or more Lots.

The Declarant will install one-inch minimum caliper street trees as required by the landscape plan for White Horse and the City of Lincoln.

All City public sidewalks must be installed by Lot Owner at Lot Owner's expense within thirty (30) months of the Lot closing. Each Lot owner is responsible to maintain said sidewalk. In the event of non-compliance, Declarant and/or the White Horse Homeowners Association, Inc. (hereinafter referred to as the "Association") has the right to install the sidewalk, and to bill the Lot Owner for all costs of its installation, and to file a lien against the Lot to recover costs.

#### 7. WETLANDS

Wetlands within White Horse are specific environmental conservation areas, and are not to be disturbed or impacted in any way. They are not to be maintained by the Association, and specifically are excluded from any Declarant's, Association's, or Lot Owners' disturbance. At such time as Outlots containing Wetlands (within the area designated as Outlot D, in the original White Horse Addition) are transferred from Declarant to the Association, Declarant will provide the Association a copy of the Wetland Nationwide Permit NWO-2017-00723-WEH (issued by the U.S Army Corps of Engineers on May 9, 2018), and, upon transfer, the Association will be responsible for continued compliance.

No owner of any Lot adjacent to the Wetlands, nor any Lot Owner within White Horse, is allowed to take any action that encroaches onto or impacts the Wetlands.

#### 8. EXTERIOR HOME MAINTENANCE AND MODIFICATIONS

Homeowners are expected to maintain the exterior of their residence so that it does not detract from the appearance of surrounding homes to ensure a high standard of upkeep commensurate with the rest of White Horse.

Homeowners desiring to make any change to the exterior of their residence must submit a written request to the Declarant and/or the Association, including a complete description of the proposed changes. All changes must comply with provisions described in the "Plan Requirements and Approval" section of this Declaration.

#### 9. LANDSCAPE, FENCES, AND LANDSCAPE SCREENS

All landscaping, including but not limited to, grass/sod must be completed within one hundred eighty (180) days from the date of occupancy. The front and side yards of all homes within White Horse must be sodded with pre-grown cut sod. Entire yard must be equipped with an automatic underground irrigation system. All areas not sodded must be landscaped in a manner compatible with the general standards of White Horse. Lawns must be mowed, and landscaping must be maintained regularly. Vegetable gardens are permitted in the back yard only, and may not exceed six hundred (600) square feet.

Any dog run or kennel must be screened from view with permanent screening material compatible with the design of the house. No dog run or kennel will be allowed in the front yard, or side yard adjacent to a street, or within five (5) feet of any Lot line, or where it can be viewed from the front yard or street.

Any and all fences must comply with applicable codes or ordinances and are subject to the following restrictions: fences must be constructed with good quality, generally accepted materials. No galvanized chain-link fence, poultry fence, livestock gate, snow fence, etc. will be allowed. Chain link fences are discouraged; however they will be allowed if vinyl coated and a dark color in the backyard only, and a maximum of four (4) feet in height. Fences with street frontage are not allowed to exceed six (6) feet in height. Fences in the front yard are prohibited, with the exception of decorative fencing pre-approved by the Declarant. Fences must be maintained in appropriate and acceptable condition and appearance. Fences must be constructed with the finished side exposed to the street or neighbor, and unfinished side exposed to the fence-owner's property.

Lot Owners are responsible for confirming lot pins and lot lines when erecting fences within the confines of their Lot. In the case of a fence's encroachment on another property, the negligent Lot Owner is liable for any expense involved in moving or removing it.

The Owner of a Lot adjacent to an arterial roadway will be required to maintain the trees and shrubs installed for the purpose of screening, as required by the City of Lincoln, NE.

If a Lot Owner fails or refuses to perform required upkeep and maintenance of any landscape screen, or any other general maintenance obligation, the Declarant and/or the Association will issue a seven-day notice to comply.

#### 10. PARKING OF VEHICLES

No recreational vehicle, including but not limited to motor homes, campers, boats, trailers, snowmobiles, motorcycles, dirt bikes etc., as defined by the Lincoln, Nebraska Municipal Code, will be allowed to be parked or stored upon any Lot within White Horse, except within an enclosed permanent structure. Recreational vehicles may be temporarily parked/stored only on a paved drive, and for a period of time not to exceed fourteen (14) days per calendar year. Commercial vehicles, or vehicles of any kind displaying signage may be kept on the premises only inside an enclosed permanent structure, and may not be kept on the street overnight.

#### 11. SANITARY SEWER

The Declarant, at its expense, will stub off one sanitary sewer service to each single-family Lot line as shown in the original plat.

#### 12. AIR CONDITIONING AND ANTENNAE

Air conditioning units may not be located on the front or street side of a home.

No antennae, or wiring for electrical power, telephone, television, radio or any other use will be permitted above ground, except within a building. However, one satellite dish type antenna, not to exceed three (3) feet in diameter may be placed on the premises. Any larger satellite dish must be approved in writing by the Declarant prior to installation, and, if approved, must be well-screened by landscaping.

#### 13. TEMPORARY STRUCTURES AND OUTSIDE STORAGE

No partially completed dwelling or temporary building, trailer, tent, shack or garage on any Lot within White Horse may be used as either a temporary or permanent residence.

No garden, lawn, or maintenance equipment of any kind whatsoever is allowed to be stored or permitted to remain outside of any dwelling or storage facility, except when in actual use.

#### 14. NUISANCE

No activity which is noxious or offensive, 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, will be permitted upon any Lot within White Horse. No items or appliances of any kind for use in the interior of a home, including but not limited to, kitchen appliances, heating/cooling, water heaters, or anything of a nature thereof, or of a character not typically found on the outside of a home will be allowed to be stored on the outside of the home or garage for more than seven (7) days before removal.

#### 15. SIGNS

No advertising signs, billboards, or other advertising devices will be permitted on any Lot within White Horse, with the exception of Subdivision entrance signage. However, the Declarant may erect signs advertising Lots for sale within White Horse. A Lot Owner may erect a sign advertising a single Lot or dwelling for sale, provided it is in compliance with size requirements established by the City of Lincoln.

#### 16. HOME USE RESTRICTIONS

No part of the premises may be used for visible business, professional, commercial, religious, or institutional purposes.

#### 17. ANIMALS

No animals, livestock, or poultry of any kind may be raised, bred or kept on any Lot, with the exception of cats, dogs, and other household pets. No animals may be kept, bred, or maintained for commercial purposes.

#### 18. AMENDMENT

The enforcement of this Declaration will run with the land, and will be binding upon the Lot Owner, and enforceable by the Declarant and/or the Association. This Declaration may be terminated or modified, in writing, by the titleholders of two-thirds (2/3) of the Lots at any time except as provided in section 20 below.

#### 19. ENFORCEMENT

This Declaration may be enforced against any person violating or attempting to violate any provision hereof. Declarant and/or the Association reserve the right to file a lien on any Lot that does not fully comply with this recorded White Horse Declaration. In the event that the Declarant and/or the Association must implement corrective action stemming from noncompliance, the actual cost of performing the work and the maintenance together with a ten percent (10%) administrative fee will be the personal obligation of the Lot Owner. In addition, Lot Owner will pay an interest rate of fifteen percent (15%) per year, and a lien will be placed on the Lot by the Declarant and/or the Association. The Declarant and/or the Association also shall have the right to enforce by proceeding at law or in equity all covenants, conditions, and restrictions now or hereinafter imposed by the provisions of this Declaration, including the right to recover attorneys' fees and expenses incurred. Failure by the Declarant and/or the Association to enforce any covenant, condition, or restriction herein contained or to recover any penalty herein provided shall in no way be deemed a waiver of the right to do so thereafter. Failure to deny Plan approval on the part of the Developer does not absolve Lot Owner from compliance with any aspect of this Declaration. Permission granted for a specific variance does not imply permission granted for any other variance from this Declaration.

#### 20. ASSOCIATION DUTIES

"Common Area" refers to common pedestrian sidewalks which abut two or more Lots, and Outlots (except for the Wetlands), as designated on the Final Plat.

All Common Area within the entire residential White Horse Subdivision will be owned and maintained by a single entity called White Horse Homeowners Association, Inc. (the "Association"), which includes the original White Horse Addition as well as all subsequent Additions. The Common Area will permanently be maintained and repaired by the Association. The Association will hold any Lot Owner liable for any and all costs of repair or replacement, together with any legal fees and/or court costs that may be incurred due to damage caused by the acts of the Lot Owner, guests, tenants, licensees, agents, tradesmen, pets, or family members.

In the event the Association fails to perform maintenance of the Common Area or the Association dissolves and the Owners fail to perform said maintenance, the City of Lincoln has the right to enter the Common Area and maintain them in the same manner as required of the Association. In the event the City of Lincoln exercises this right and takes steps necessary to maintain the Common Area, the Owners shall be jointly and severally liable for the costs incurred by the City to maintain the Common Area.

Except for the duty and obligation of each individual Lot Owner to maintain and repair the sidewalks abutting their respective Lots, as herein set forth, the Association hereby covenants, and each Member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, will be deemed to covenant to maintain and repair the Common Area(s), including the landscaping planted therein, and to remove snow from the common Pedestrian Walkways. This covenant by the Members will be satisfied by the payment of annual and special assessments for the administration of the Association, and the maintenance and repair of the Common Area. Such annual and special assessments will be a lien upon the Lot against which such assessments are made, and will also be the personal obligation of the Member who is, or was, the record owner of the Lot assessed at the time of such assessment. Each Lot will be equally liable for the total annual and special assessments.

All Lot Owners and members of the Association agree to abide by all rules and regulations set forth by the Association.

## 21. ASSOCIATION MEMBERSHIP

Each person or entity who holds an undivided interest in a Lot will be deemed to be a member of the Association; provided, however, that any such person or entity who holds an interest merely as security for the performance of an obligation will not be a member.

The Association will have two classes of Membership:

Class "A" Memberships include all Lot Owners except the Declarant. Each Class "A" Member of the Association is entitled to all rights of membership, and to one (1) vote per Lot.

Class "B" Membership includes the Declarant and/or its heirs or assigns. Class "B" Membership is entitled to ten (10) votes for every Lot owned by the Declarant. However, conveyance of a Lot by the Declarant to any Class "A" Lot Owner reduces by ten (10) the number of votes entitled to be cast by the Class "B" Member.

Each Lot Owner in good standing has the right to use and enjoy the Common Area and will have an easement over and upon the Common Area for the use and enjoyment thereof. However, no Lot Owner will be allowed to construct any structure or add/install landscaping of any kind on any portion of the Common Area without the prior written consent of the Declarant and/or the Association.

## 22. ASSOCIATION MEMBERSHIP RIGHTS

The rights of the Members of the Association in and upon the Common Area are subject to the following:

- All easements shown upon the Final Plat of any portion of the Common Area recorded with the Register of Deeds of Lancaster County, Nebraska;
- The right of the Association, as provided in its Articles of Incorporation and By-Laws to suspend the use of the Common Area by any Member/Lot Owner for a period during which any assessment or lien remains unpaid, and for any other infraction of the published rules and regulations governing the use and maintenance of the Common Area.
- The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, as agreed to by the Members; provided, however, that any such dedication or transfer must be approved by a two-thirds (2/3) vote at a regular meeting of the Members, providing such notice of the proposed dedication or transfer be contained in the notice of such meeting.
- The dedication and transfer of any and/or all of the Common Area to the City of Lincoln on behalf of the public.
- The use of the common Pedestrian Walkways comprising part of the Common Area by the general public pursuant to a public easement granted or to be granted by the Declarant.

## 23. ASSOCIATION DUES AND SPECIAL ASSESSMENTS

Annual Association dues will be levied by the Board of Directors of the Association, due and payable on June 1<sup>st</sup> of each year. Association dues will be prorated to date of Lot closing. These payments are for maintenance of the Common Area, liability insurance, payment of taxes levied by the City of Lincoln, Lancaster County, Nebraska subsequent to the execution and recordation of this Declaration, and for snow removal for the common Pedestrian Walkways comprising a part of the Common Area.

Special assessments for capital improvements of the Common Area may be made by the Association's Board of Directors; provided, however, that such assessments for capital improvements must be approved by the affirmative vote of two-thirds (2/3) of the 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, provided notice of such special assessments be contained in the notice of such meeting, mailed at least 15 days prior to meeting date.

The lien of such annual Association dues or special assessment will be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

#### 24. ASSOCIATION CONVEYANCE AND ASSIGNMENT

The Declarant will have the power to assign any or all of its rights and duties as Declarant to its heirs and/or assigns, or to the Association at such time as Declarant deems appropriate, by filing a "Notice of Assignment of Owner Rights and Duties" that delineates which rights and duties are being assigned. The Declarant, and/or its heirs and/or assigns, may also terminate its status in its entirety, at any time, by filing a "Notice of Termination of Status as Owner."

Upon such filing, the Association may appoint itself or another entity, Association or individual to serve as Owner with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, Association or individual under a "Notice of Assignment of Owner Rights and Duties," and such appointee will thereafter serve as Owner with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

#### 25. ASSOCIATION GENERAL PROVISIONS

These Covenants, Conditions, and Restrictions will run with the land and be binding upon and enforceable by the Association, all Members of the Association, any Lot Owner and their respective heirs, personal representatives, successors and assigns. This Declaration of Covenants, Conditions, and Restrictions will automatically continue in perpetuity unless an instrument executed by the Association agreeing to a termination or modification of this Declaration is approved by a two-thirds (2/3) vote of the Membership of the Association and has been recorded with the Register of Deeds of Lancaster County, Nebraska. Any decision approved by a two-thirds (2/3) vote of the Membership of the Association concerning the interpretation of this Declaration or the compliance or noncompliance thereof will be binding upon all Lot Owners.

#### 26. DECLARATION MODIFICATION

Any instrument amending, modifying, abrogating, or canceling this Declaration pertaining to the structure, existence, or financing of the Association must be approved by the City of Lincoln in writing and recorded before it will be considered to be in effect.

The invalidation of any one of the Covenants, Conditions, and Restrictions included in this Declaration will not affect the validity of the remaining provisions hereof.

#### 27. RIGHTS OF THE CITY OF LINCOLN

The City of Lincoln shall have the right to enforce all parts of this Declaration regarding maintenance of the Common Area by proceeding at law or in equity against the Association or any person violating or attempting to violate said provisions. In the event the Association dissolves, the City's proceedings may be to restrain violation of the duty to maintain the Common Area, to recover a money judgment upon the personal obligation and debt of the Lot owner, to pay the Lot Owner's pro rata share of the City's cost to maintain the Common Area or to foreclose upon the defaulting owner's Lot in a like manner as mortgages on real property. In any such foreclosure or lawsuit, the Lot Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney fees, costs of suit, and court costs incurred as allowed by the court. Suits recovering money judgment for unpaid assessments for the cost to maintain the Common Area shall be maintainable without foreclosure of the Lot Owner's Lot or waiving the lien securing the assessment. Any instrument amending or modifying this Declaration, involving maintenance of the Common Area, must be approved by the City Attorney's Office in writing and recorded before it shall be effective. The City of Lincoln shall have the right to enforce by proceedings at law or in equity all





