

To be returned to:
City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410

**RESTRICTIVE COVENANTS
OF
KREIFELS HILLS ADDITION (CLINT AND KIM)**

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NEBRASKA CITY, NEBRASKA, a public body corporate and politic, hereinafter called "CDA", as owner and developer of the real estate being subjected to these Restrictive Covenants ("Covenants"), executes these Covenants as the _____ day of _____, 2024.

Recitals

A. Owner is the owner of the following real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27), Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County, Nebraska.

Each lot is referred to herein as a "Lot" and all of the lots are collectively referred to herein as the "Lots".

B. Owner intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as "Lot Owners".

NOW THEREFORE, these Covenants are established upon the Lots as follows:

1. **USE:** No Lot shall be used other than for residential purposes. The Single-Family Lots shall be used only for single-family detached dwellings. The Multi-Family Lots shall be used only for two-family (duplex) dwellings, townhome dwellings, or multi-family dwellings.

a. Single Family Lots: For purposes of these Covenants, "Single Family Lots" shall mean the following Lots:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County, Nebraska.

- b. Multi-Family Lots: For purposes of these Covenants, “Multi-Family Lots” shall mean the following Lots:

Lots Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27), Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County, Nebraska.

2. **WORKFORCE HOUSING:** All buildings placed or constructed upon any Lot shall be constructed so as to qualify as “workforce housing” under the Rural Workforce Housing Investment Act, Neb. Rev. Stat. §§ 81-1226 et seq. (the “Act”).

- a. Cost to Construct Maximum Limits: To qualify as “workforce housing” under the Act, owner-occupied housing units shall cost no more than \$325,000 to construct and rental housing units shall cost no more than \$250,000 per housing unit to construct. When calculating the maximum limits, lot price, demolition of property, and off-site utility costs should not be included. The Nebraska Department of Economic Development is required by statute to update these maximum limits annually based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics. Until the next annual update in 2024, the maximum limit for newly constructed owner-occupied housing units is \$325,000, and \$250,000 per unit for newly constructed rental housing units. The maximum limits in effect at the time a Lot is developed shall apply to said Lot. The Lot Owner may consult with the CDA to determine the then-current maximum limits.
- b. Cost Certification: Upon written request from the CDA, the Lot Owner shall provide to the CDA a final construction budget or other documentation to certify compliance with the requirements of paragraph 3.a.

3. **GENERAL STANDARDS FOR DWELLING STRUCTURES:** The following general standards of development shall apply to the Single-Family Lots:

- a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,200 square feet.
- b. Exterior Finish:

- i. Exterior Materials: All exterior materials shall be of an earth tone color.
- ii. Roofing Materials: All dwellings shall have a non-reflective roof material that is or simulates asphalt or wood shingles.
- iii. Front of dwelling: A minimum of 30% brick or stone is required on the exterior front of each dwelling.
- c. Attached Garage: All dwellings shall have at least a full size, two-stall attached garage.

4. **GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS**: The following general standards of development shall apply to all Lots:

- a. Fencing. Fencing shall not be constructed closer to the street than the front elevation of any building and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Lots. A fence or hedge shall not be maintained at greater height than 6 feet.
- b. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- c. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- d. Landscaping: All front, side and rear yard areas shall be sodded or seeded upon completion of any building constructed within the Lots.

5. **CITY REQUIREMENTS**: All buildings within the Lots shall be constructed in conformity with the requirements of the applicable zoning and building codes of the City of Nebraska City, Nebraska.

6. **TEMPORARY STRUCTURES**: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.

7. **NUISANCE**: No noxious or offensive activity shall be conducted or permitted upon any 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 of adjoining Lots. No trash, junk cars, or other refuse may be thrown or dumped on any Lot. No incinerator or trash burner shall be permitted on any Lot.

8. **GENERAL MAINTENANCE OBLIGATIONS:** Each Lot Owner shall be responsible for keeping their Lot mowed and in presentable condition. Each Lot Owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Each Lot Owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
9. **BINDING ON ALL LOT OWNERS:** Every person or entity who owns a Lot shall be bound by the provisions of these Covenants.
10. **AMENDMENTS:** These Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner and Lot Owners. These Covenants may be terminated or modified, in writing, by the owners of more than two-thirds of the Lots, at any time.
11. **ENFORCEMENT:** The enforcement of these Covenants may be by proceedings at law or in equity brought by the Owner or any Lot Owner against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.
12. **SEVERABILITY:** The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.

“OWNER”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
NEBRASKA CITY, NEBRASKA,
a public body corporate and politic

Bryan Bequette, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF OTOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bryan Bequette, Chairman of the Community Development Agency of the City of Nebraska City, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

To be returned to:
City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is made and entered into on this ____ day of _____, 2024 by and between the COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NEBRASKA CITY, NEBRASKA, a public body corporate and politic, hereinafter called "CDA", and the CITY OF NEBRASKA CITY, NEBRASKA, a municipal corporation, hereinafter called "City."

Recitals

- A. The City filed the final plat to create the Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County ("Subdivision"). The Final Plat of the Subdivision was recorded with the Otoe County Register of Deeds on August 2, 2023, as Instrument No. 202301731.
- B. The City has sold the following lots in the Subdivision to the CDA:
 - Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27), Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County, Nebraska.
- C. This Agreement sets forth the agreement of the parties with respect to the development of the Subdivision.

NOW, THEREFORE, with respect to the development of the Kreifels Hills Addition (Clint and Kim), an addition to the City of Nebraska City, Otoe County, the City and the CDA agree as follows:

1. City Improvements. The City shall be responsible for the design, financing, and construction of the following public infrastructure improvements:

- a. The City will install all public streets in the Subdivision and install street lighting for such public streets.
- b. The City will install storm sewer, sanitary sewer, water, gas, and electrical improvements in the public right of way in the Subdivision.
- c. The City will install concrete sidewalk on the east side of Morgan Drive, connecting Orchard Park Addition to Taylor Drive.
- d. The City will complete the grading for the Subdivision pursuant to the grading plan for the same.

2. CDA Sales of Lots and Related Rights and Obligations. The CDA intends to sell the lots in the Subdivision (each, a "Lot") to future lot owners (each, a "Future Lot Owner") for development.

- a. The CDA shall have the right to determine, in its sole discretion, all the terms and conditions of any lot sale based on all the facts and circumstances of such individual transaction. The CDA may negotiate and agree to any terms and conditions that do not conflict with this Agreement.
- b. As a condition of the sale of each Lot, the Future Lot Owner grants to the CDA the following rights, which are separate from and in addition to any other remedies set forth herein:
 - i. If at any time the Future Lot Owner desires to or attempts to sell a Lot that is vacant, the Future Lot Owner must first offer to sell the Lot back to the CDA at the same price and on substantially the same terms upon which the Future Lot Owner purchased the Lot from the CDA. The Future Lot Owner must give the CDA written notice of its intent to sell, and the CDA shall have 60 days from the date of said notice to exercise this right to repurchase. The right granted to the CDA in this section shall no longer be of any force or effect upon the completion of the construction of an y dwelling unit on the Lot.
 - ii. If Future Lot Owner does not commence construction and/or complete construction by the construction deadlines required in Section 4 of this Agreement, the CDA shall have the right to purchase the Lot at the same price and on substantially the same terms upon which the Future Lot Owner purchased the Lot from the CDA. The CDA shall have the right to compel such purchase and sale by providing notice to Future Lot Owner of Future Lot Owner's default in the construction obligations and the CDA's desire to purchase the Lot. The Future Lot Owner shall cooperate and take all necessary steps to effectuate the conveyance.

- iii. In any sale of a Lot to a Future Lot Owner ("Initial Sale") where the fair market value at the time the Initial Sale exceeds the sale price to the Future Lot Owner (such difference is referred to herein as the "Below Market Amount"), the deed transferring title may contain a restriction requiring the Future Lot Owner to repay the Below Market Amount to the CDA for any sale in the two (2) year period following the Initial Sale. The purpose of this provision is to prevent unjust enrichment to a party by allowing a quick resale of a Lot at fair market value.

3. Future Lot Owner Infrastructure Obligations. The Future Lot Owner shall be responsible for the construction of the following improvements:

- a. The Future Lot Owner will extend any and all utilities necessary to adequately serve said lot in accordance with all City code requirements. All utility lines shall be installed and maintained below the surface of the ground. The City shall have exclusive control over connections to its water and sewer lines inside the boundaries of the Subdivision. Before any connection from any lot to the water/sewer system of the Subdivision may be made, a building permit shall be obtained for said lot, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- b. The Future Lot Owner will install a concrete sidewalk on said lot that meets all City code requirements.

4. Construction Timing Requirements.

- a. As an express condition of purchasing a Lot, the Future Lot Owner must: (1) commence construction on the building within ninety (90) days of closing on the Lot and acquiring the Lot from the CDA ("Commencement Date"), and (2) complete construction of any building placed or constructed upon any lot within twelve (12) months after the Commencement Date ("Completion Date").
- b. In order to facilitate the timely commencement of construction, the City shall use reasonable efforts to work with a Future Lot Owner to obtain building permit approval in a timely manner. The City agrees that Future Lot Owners may commence the building permit application process prior to Future Lot Owner's ownership of the Lot and as soon as a Lot is under contract for purchase from the CDA. Future Lot Owner will not have to pay any permit fees until the time that Future Lot Owner has acquired the lot. No building permit will be issued until the Future Lot Owner has acquired the lot and met all other City permitting requirements.
- c. Nothing in this agreement shall be interpreted to imply that the City will issue building permit except pursuant to all applicable City codes and ordinances. All buildings built in the Subdivision shall be constructed in

compliance with the most recent City of Nebraska City Building Requirements at the time of application for the building permits.

d. Without limiting any other remedies available to the CDA, in the event the Future Lot Owner fails meet the construction timing requirements for the Lot, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and the amounts set forth below are a fair and equitable compensation to CDA for delay in completion of Future Lot Owner's construction obligations:

i. If Future Lot Owner has not commenced construction on or before the Commencement Date, the Future Lot Owner shall pay to the CDA the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per month until the actual commencement of construction.

ii. Additionally, if Future Lot Owner has not completed construction on or before the Completion Date, the Future Lot Owner shall pay to the CDA the sum of One Thousand and No/100 Dollars (\$1,000.00) per month until the actual completion of construction.

iii. Interest shall accrue on the liquidated damages amount set forth above at the rate of nine percent (9%) per annum and interest shall commence from the date each monthly payment is due without further notice, provided that the CDA has provided an initial notice to the Future Lot Owner demanding payment.

5. CDA obligations Before Lot Sales. Prior to the sale of the lots in the Subdivision, the CDA agrees to maintain the lots on a permanent and continuous basis.

6. Restrictive Covenants. Prior to the sale of any lot or the construction of any building in the Subdivision, the CDA shall file restrictive covenants against all the lots in the Subdivision, which restrictive covenants shall be approved by the City and include all terms necessary, in the City's discretion, to comply with City funding requirement and to foster the construction of workforce housing in the Subdivision.

7. Miscellaneous.

a. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of this Agreement.

b. This Agreement shall be recorded at the Otoe County Register of Deeds office within thirty (30) days of the date hereof.

c. This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all Future Lot Owners and subsequent owners.

d. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable,

the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- e. Time is agreed to be of the essence of this Agreement.
- f. Each party and their successors and assigns including, without limitation, all Future Lot Owners, whenever it shall be reasonably requested to do so by another party, will promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. All parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
- g. No remedy herein is intended to be exclusive of any other remedy provided herein or by law or in equity, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

(Signature page follows)

This Development Agreement is dated as of the date first above written.

**COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
NEBRASKA CITY, NEBRASKA,**
a public body corporate and politic

Bryan Bequette, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF OTOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bryan Bequette, Chairman of the Community Development Agency of the City of Nebraska City, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

**CITY OF NEBRASKA CITY,
NEBRASKA,**
a municipal corporation

Bryan Bequette, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF OTOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bryan Bequette, Mayor of the City of Nebraska City, Nebraska, a municipal corporation, on behalf of the City.

Notary Public