

2014-06926

04/08/2014 3:58:00 PM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER ah C.E. ah
VENUE Sarpy DE. ah
PROOF _____
FEES \$ 58.00
CHECK# 1175
CHK _____ (CASH) _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



**PROTECTIVE COVENANTS
KENNEDY RIDGE OWNER'S ASSOCIATION**

KNOWN ALL PERSONS BY THESE PRESENTS:

That the undersigned, Chandler Properties, LLC, a Nebraska Partnership of Norfolk, Madison County, Nebraska, hereinafter known as "Developer", being the owner and developer of the following real estate being subjected to these Covenants and Restrictions,

A. Developer is the owner of the following described real estate:

**KENNEDY TOWN CENTER REPLAT 1, Bellevue, Sarpy
County, Nebraska and Kennedy Town Center Replat 5
Bellevue, Sarpy County, Nebraska.**

Lots [10, 11, 12, 13, 14, 15, 24, 28, 29, 30, 44 in Kennedy Town Center Replat 1 Bellevue Sarpy County, Nebraska. Lots 2, 3, 4, 5, 6 in Kennedy Town Center Replat 5, Bellevue Sarpy County, Nebraska.] ("Developer Townhome Lots")

B. Developer sold to others the following described real estate:

**KENNEDY TOWN CENTER REPLAT 1, Bellevue, Sarpy
County, Nebraska, Kennedy Town Center Replat 2 Bellevue,
Sarpy County, Nebraska and Kennedy Town Center Replat 5
Bellevue, Sarpy County, Nebraska.**

Lots [16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53 in Kennedy Town Center Replat 1 Bellevue Sarpy County, Nebraska, Lot 1 in Kennedy Town Center Replat 2 Bellevue Sarpy County, Nebraska, Lots 1 and 7 in Kennedy Town Center Replat 5 Bellevue Sarpy County, Nebraska.] ("Sold Townhome Lots")

The Developer Townhome Lots and Sold Townhome Lots are collectively referred to as "Townhome Lots". Townhome dwelling units have been or shall be constructed upon the

Townhome Lots and the titleholders of any Townhome Lot which may be made subject to these Protective Covenants shall be referred to as a "Townhome Owners".

NOW THEREFORE, the Developer establishes these Covenants upon the Townhome Lots as follows:

1. **ASSOCIATION.** Every person or entity who becomes a record titleholder of a fee interest in any Townhome Lot which is subject to the terms of the Covenants shall be a member of the Association and agrees to be bound by the provisions of the Covenants. Any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Townhome Lot which is subject to the terms of the Covenants. Kennedy Ridge Owner's Association (Corporation) has been incorporated in Nebraska for the purposes of enforcing the Protective Covenants established upon the Townhome Lots and administering and maintaining any Commons and providing service to its members.

2. **Membership.** The Association shall have two classes of membership as follows:

i) **Class A Membership.** Class A Membership shall include all members of the Association except The Developer and any successor in interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each lot in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot.

ii.) **Class B Membership.** Class B membership shall include only the Developer and any successor in interest to the Developer. The Class B member shall be entitled to five (5) votes for each lot of living unit in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

3. **Party Wall.** Each Wall which is built as part of the original construction of a dwelling with the Townhome Lots and placed on the common boundary line between two abutting lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Owners who share such party wall. If a party wall is destroyed or damaged by fire or other casualty, the Townhome Owners making use of the party wall each equally share the cost of restoration.

4. **Encroachments.** When a townhome is constructed on any Townhome Lot so to encroach upon an adjoining lot or an Outlot, the Townhome Owner of the encroaching improvements shall be deemed to have been granted an easement upon the area so encroached. Any expense of maintenance, repair, or replacement of the encroaching building shall be borne

by the Townhome Owner of the encroaching improvements.

5. **Utility Lines.** Each Townhome Owner shall have an easement for the construction, installation, repair, maintenance and replacement of any utility or service line constructed on one or more adjoining Townhome Lot, which easement shall be appurtenant to the ownership interest of the Townhome Owner so benefited.

6. **Pets.** Pets have the potential to create significant nuisance problems within the Townhome Lots. Each Townhome Owner shall be responsible for controlling all pets and preventing such pets from becoming an annoyance, nuisance or unreasonable disturbing the quiet of any other Townhome Owner. Specific rules, regulation and requirements furthering implementing this provision (including the banning of individual animals, types or specific breeds) may be adopted by not less than one-half (1/2) of the Townhome Owners and with written notice shall be binding upon and enforceable by the Association and *any* Townhome Owner against all Townhome Lots. The keeping, harboring, or kenneling of the breeds of Pit Bull Terriers, Rottweilers, and Chows or any dog with lineage thereof shall be prohibited.

7. **Exterior Maintenance.** The association shall annually establish a budget for the common services being provided to the members of the association, which budget shall be used to establish the annual assessment to be paid by the Members pursuant to paragraph 11 below. The annual assessment shall be due and payable quarterly in advance on the first day of January, April, July and October of each year. The common services and expenses to be paid by the Members as the annual assessment shall include, at a minimum, the cost of lawn care for all Townhome Lots, and maintenance of common area landscaping, future private street maintenance, snow removal from driveways, sidewalks, and the streets, maintenance and electricity cost of the street lights and maintenance and water/utility costs of the irrigation system and regularly scheduled trash removal. The Association shall have the right to enter upon any lot within the Townhome Lots, at reasonable times, to perform maintenance. The cost of such maintenance shall be paid by each Member through the payment of the annual Assessment upon each Townhome Lot.

8. **Members' Maintenance or Townhome Lots.** Each Member shall be responsible for the exterior maintenance of the dwelling unit, including the exterior walls, windows, and roof located on the Townhome Lot. Under order of the Board of Directors, as recommended by the building committee, the Association may, but shall not be required to, paint, repair, replace roofs, gutters, down spouts, and other exterior building surfaces and only if the Member is failing to properly maintain the Townhome Lot owned by the Member, but only after ninety (90) days notice to the Member by the Board of Directors by certified mail that such work should be performed or after notice that work that has been performed by the Member does not meet the rules of the Association as to such improvement. In the event the Association undertakes to provide such additional services to the Member, an assessment for the cost of providing such services plus an administrative fee equal to ten (10) percent of such sum will be made against the Townhome Lot improved or the unit benefited and a lien shall attach thereto as in all other assessments and special assessment.

9. **Maintenance of Common Area.** The portion of any the Outlots that are or shall be improved with common area improvements to be used and enjoyed by all Members of the Association shall be subject to reasonable rules and regulations approved by the Board of Directors of the Association. Such common area improvements shall include but not limited to sidewalks, landscaping, lawn area, and stormwater detention cell. Each member of the Association, by accepting a deed of conveyance of a Townhome Lot and because of the membership in the Association, agrees and covenants to provide for the care, repair, maintenance, and replacement of the Common Areas. Such covenant shall be satisfied through the payment of the annual and special

assessments as provided for in these Covenants. The Board of Directors of the Association, acting pursuant to the authority granted to it in the Bylaws of the Association, may also include other services common to and shared by the Members of the Association. All expenses for the care and maintenance of the Common Areas shall be uniformly assessed against each Member and each Townhome Lot so that each Member pays its proportionate and uniform share of the Common Area Maintenance.

10. General Standards for Townhomes.

- a) **Exterior Appearance.** Developer has approved the site plan and design of the improvements to be constructed on the Townhome Lots. Once constructed, no owner of a Townhome Lot may modify, alter, or customize the exterior appearance of the improvements constructed on the Townhome Lots, provided however; the exterior features of the improvements may be repaired and/or replaced provided that such repair or replacement does not materially change the exterior appearance of such improvement.
- b) **Grade.** The grade and drainage of the Townhome Lots has been established by the Developer. No owner of a Townhome Lot shall alter or modify the grade or drainage of any Townhome Lot without the express written approval of the Developer as long as Developer retains any Class B Membership units, and thereafter by the Association.
- c) **Landscaping/Fence/Accessory Structures.** Before any owner of a Townhome Lot may construct, plant, or install and customized landscaping or outbuilding, such owner shall first submit plans for such improvement to the Developer, as long as Developer retains any Class B Membership Units and thereafter to the Association. The Association, acting through its Board of Directors is hereby authorized to adapt reasonable rules and regulations regarding the construction of Fences or Accessory structures or the installation of landscaping. Until such rules and regulations are adopted, the general standards as follows:
 - I. **Fencing.** Fencing shall be permitted only if owner agrees to pay extra charge every month to the lawn care contractor. The fence also has to match fence on 25th Street.
 - II. **Accessory Structures.** Accessory structures such as storage sheds shall be no larger than 10 x 10. Structure has to be full vinyl or same colors and textures as Townhome.
 - III. **Playground equipment.** Playground equipment will be permitted only if owner agrees to pay extra charge every month to the lawn care contractor.
 - IV. **Dog Kennels.** No dog run or kennel shall be permitted.
 - V. **Satellite Dish.** Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible. Any satellite dish

shall not exceed 24" in diameter.

- VI. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Townhome Lot for any commercial purpose. No owner of a Townhome Lot shall keep more than two (2) dogs or cats.
- VII. **Recreational Vehicles.** No recreational vehicle, as defined by the Bellevue Municipal Code, shall be parked or stored upon any Townhome 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 fourteen (14) days per year.
- VIII. **Signs.** No owner shall place within the Common Area any advertising signs, billboards, for rent signs, for lease signs or other advertising devices. However Developer may erect signs of any size advertising lots for sale within the Townhome Properties and a sign advertising a single lot for sale may be erected upon any lot.
- IX. **Awnings.** Awnings shall be permitted on the rear side of each Townhome located on a Townhome Lot to shade the patio; provided however, that prior to the installation of any such awning, the Townhome Owner desiring to install such awning shall provide to the Developer (so long as the Developer continues to be a Class B Member and thereafter to the Association) a specification showing the design and color of the awning desired to be installed. The Developer and thereafter the Association reserves the right to require that all such awnings be of high quality, retractable and of a uniform color.
- X. **Common Area Parking.** Each Townhome Unit has four (4) parking stalls with two (2) stalls in the garage and two (2) in the driveway. Parking areas in the Common Areas will serve as overflow parking. All parking areas on the future private streets ("Common Area Parking") will be intended to be reserved for parking areas for guests and visitors. No Townhome Owners shall be able to park vehicles in the Common Area Parking areas for more than seven (7) consecutive days. The Association and the Owner will reserve the right to cause any vehicles parked in the Common Area Parking for more than seven (7) consecutive days to be towed from the Outlots and all towing charges shall be assessed to the Owner of the vehicles in violation of this provision.

11. **Assessments.** Each Member agrees to pay to the Association: (a) annual assessment or charges uniformly made against each Townhome Lot for the care and maintenance of the Common Areas and for the provision of services described herein, and (b) 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 fees, shall be a charge on the Townhome Lot and shall be continuing lien upon the Townhome Lot against which each such assessment is made. Each assessment,

together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment was made. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding anything else to the contrary, no members shall be liable to pay any annual or special assessment until a certificate of occupancy has been issued by the City of Bellevue for the improvements built on a particular Townhome Lot.

12. **Purpose of Assessments.** The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Townhome Lots, for the improvement and maintenance of the Common Areas and for the services provided by the Association. The annual assessments shall be based on the annual budget established by the Board of Directors for maintenance and associated tasks

13. **Annual and Special Assessments.** Annual and special assessments may be levied by the Board of Directors of the Association. Any assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

14. **Lien of Assessments.** The lien of any annual or special assessment shall be subordinate to the lien of any mortgage placed upon the Townhome Lots against which the assessment is levied.

15. **Amendments.** These Covenants shall run with the land and shall be binding upon and enforceable by the Association and all Members. These restrictive covenants may be terminated or modified, in writing, by the owners of two-thirds (2/3) of the lots within the Townhome Lots, at any time. However, the provisions of these Covenants governing membership in the Association and the maintenance of the commons, if any, shall not be terminated or modified without the consent of the City of Bellevue, Nebraska.

16. **Enforcement.** The enforcement of these Covenants may be by proceeding 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 may be to enforce any lien or obligation created hereby.

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

18. **Additions by Developer.** Developer may add additional contiguous or adjacent real estate to the Townhome Lots or the Common Area at any time, without the consent of the members of the Association, provided that the Covenants shall apply equally and uniformly to such additional real estate made subject to these Covenants. Additions shall be made by the execution and recordation of these Covenants and Restrictions upon the additional real estate, making the addition subject to the covenants.

19. **Addition of Sold Townhome Lots.** The titleholder of any Sold Townhome Lot, may at any time, without the consent of the members of the Association, make a Sold Townhome Lot subject to these Protective Covenants by executing and recording an Acceptance and

Ratification of Protective Covenants ("Acceptance") in substantially the form attached as Exhibit "A". A copy of the recorded Acceptance shall be provided to the Association.

Dated this 4 day of April, 2014.

"Developer"

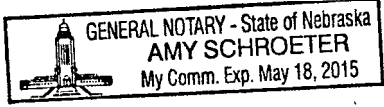
Chandler Properties LLC

Larry D Bayer

By: Member

STATE OF NEBRASKA)
COUNTY OF Madison) ss.

The foregoing was acknowledged before me this 4th day of April, 2014 by Larry D Bayer, Member of Chandler Properties LLC on behalf of the Partnership.



Amy Schroeter
Notary Public

EXHIBIT A

ACCEPTANCE AND RATIFICATION OF PROTECTIVE COVENANTS
(Kennedy Ridge Sold Townhome Lot)

The undersigned (Owner) is/are the record titleholders of the following described real estate:

Lot(s) _____, _____, _____, Kennedy Town Center Replat 1,
Bellevue, Sarpy County, Nebraska (Properties).

The Owner hereby accepts and ratifies the Kennedy Ridge Protective Covenants, recorded March _____, 2014, as Instrument No. _____, ("Covenants") as provided for in paragraph 19 of the Covenants.

Lot ____, Kennedy Town Center Replat 1:

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ and _____, husband and wife.

Notary Public

Lot ____, Kennedy Town Center Replat 1: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____, husband and wife.

Notary Public

Lot ____, Kennedy Town Center Replat 1: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____, husband and wife.

Notary Public