

201101770

Page 1 of 16

FILED
OTOE COUNTY, NE
FEE \$ 85.50

2011 JUL 14 PM 2 35

ENTERED ✓
VERIFIED ✓
SCANNED ✓

Jerry R. Reed

REGISTER OF DEEDS

**PRAIRIE VIEW
AMENDED, RESTATED and ACKNOWLEDGED
RESTRICTIVE COVENANTS**

The Restrictive Covenants are amended, restated and acknowledged as follows:

Karen Fletcher and Jerry Fletcher ("Developer") filed the Prairie View Restrictive Covenants with the Otoe County Register of Deeds on February 25, 2002 in Book No. 82 of Misc. Page 104 ("Restrictive Covenants"). The PVR Homeowners Association, a non-profit domestic corporation, ("Association") filed its Articles of Incorporation on November 30, 2010, for the purpose of acting as a homeowners association for the Prairie View residential housing development.

1. **USE:** No Parcel within the Properties shall be used other than as permitted under the Otoe County Zoning ordinance for the residential rural district ("RR"). The primary use of the Properties shall be for residential purposes and any other uses shall not unreasonably interfere with, detract from, or impose upon the residential use of any Parcel. Raising crops and hay are a permitted use on any Parcel.
2. **COMPLETION OF CONSTRUCTION:** Any building placed or constructed upon any Parcel within the Properties shall be completed within one year after the commencement of construction unless extended by owner at the time of plan approval.
3. **APPROVAL OF PLANS:** The Association shall have the exclusive right to establish grades and slopes for all Parcels within the Properties and to fix the grade at which any building shall be placed on constructed upon any Parcel, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed, constructed, or remodeled upon any Parcel within the Properties shall be submitted to the Association and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Parcel. One set of plans shall be left on permanent file with the Association. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Association and shown of record. Written approval or disapproval of the plans shall be given by the Association within 30 days after receipt of the plans. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Association shall have the exclusive right to disapprove the plans, if in the Association's opinion, the plans do not

201101770

conform to the general standard of development and the specific "Plan Standards" established below. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, may be assigned to the Association by the Owner at any time. Should Owner fail to timely exercise the rights provided for in this paragraph, the Association may exercise them.

4. PLAN STANDARDS: The standards to be considered by the Association in approving plans shall include the relationship of the improvement(s) to the natural beauty of the surrounding area, the visual and aesthetic impact of the improvements and the maintenance of property values. No more than three (3) outbuildings will be permitted on any Parcel. Sewage treatment and disposal systems shall comply with all requirements and standards including spacing requirements adopted by the State of Nebraska and/or Otoe County.

5. CODE REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the State of Nebraska and Otoe County.

6. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, garage or mobile home on any Parcel with the Properties shall be used as either a temporary residence for one (1) twelve-month period during the construction of a permanent residence and subject to obtaining approval pursuant to zoning requirements.

7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Parcel within the Properties, not anything which is or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Parcels.

8. ANIMALS: Animals, livestock, or poultry of any kind may be raised, bred, or kept on any Parcel within the Properties by an owner but not for any commercial purpose, kennels and boarding stables are expressly prohibited. Any permitted livestock shall be limited and cared for pursuant to any guidelines established by the University of Nebraska Extension Service. Specific limitations of four (4) horses or three (3) cattle per ten (10) acres or equivalent proportions are established upon the Properties. Dogs and other domestic animals shall not be allowed to roam free and shall be confined to their owner's respective Parcel. The Association may require an owner to remove any animal which becomes a nuisance or annoyance from the Parcel in conformance with any Rules and Regulations adopted by the Association.

9. OUTSIDE STORAGE: No recreational vehicle, non-working vehicle, tractor, trailer or similar items shall be parked or stored upon any Parcel within the Properties, except within an enclosed structure or adequately screened from view from adjoining Parcels and the Road Commons. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed fourteen (14) days per year.

10. HOMEOWNER ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest of any Parcel within the Properties shall be a member of the Association. However, any person or entity who holds such interest merely as security for the performance of an

= 201101770

obligation shall not be a member. The Association shall have the authority to adopt and enforce Bylaws and Rules and Regulations for the governance and operation of the Association.

11. MEMBERSHIP: The Association shall have one class of membership:

Membership shall include all members of the Association except the Owner and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one vote for each Parcel. However, no more than one vote shall be cast with respect to any Parcel.

12. LIMITED COMMONS: The Association hereby creates and declares the following Limited Commons:

Fletcher Prairie Road – A sixty foot private roadway for the benefit of all the Parcels within the Properties and which is referred to as “Road Commons” and is known as Prairie View Road.

The Association may create additional commons for the benefit of its members with the consent of a majority of the members who may be affected. Commons may be either “General,” i.e. they benefit all members of the Association or “Limited”, i.e. they benefit more than one (1) but less than all of the members. Obligations and rights with regard to Commons shall be exercised by the members for whose benefit they were created or are maintained.

13. RIGHTS IN COMMONS: The rights and easements of the members of the Association to any Commons shall be subject to the right of the Association to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds the benefitted members present in person or by proxy, at a regular meeting of those members or at a special meeting, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

14. USE OF ROAD COMMONS: Each member of the Association, who is the titleholder of a Parcel for whose benefit the Road Commons was created, shall have an easement upon such private roadway for ingress and egress from and to a public roadway, which shall be appurtenant to the interest requisite for membership. Any member or the member’s guests or invitees who negligently or intentionally cause damage to the Road Commons shall be solely responsible for the costs of making the necessary repairs. If the member fails or refuses to repair the damage, the Association shall repair the damage and collect the costs as a special assessment from the responsible member.

15. MAINTENANCE OF ROAD COMMONS: The Association covenants to maintain the Road Commons. Each member of the Association who is the titleholder of a Parcel for whose benefit the Road Commons was created, shall be deemed to covenant to maintain the private roadway. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the private roadway. Any such assessments shall be allocated equally to each Parcel. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the Parcel assessed at the time of the assessment, shall bear interest at the rate of 14% per annum until paid and shall be a lien upon the Parcel assessed.

201101770

16. MAINTENANCE OF EXTERIORS: The Association after notice to the member may maintain the exterior of any improvements within the Properties, excluding glass surfaces, and shall have the right to enter upon any Parcel within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment against the affected Parcel.

17. LIEN OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the Parcel against which the assessment is levied.

18. ANNUAL AND SPECIAL ASSESSMENTS: Annual and special assessments for the Commons, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of the 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.

19. ADDITIONS: The Association may add additional contiguous or adjacent real estate to the Properties, Limited Commons, or the Commons, at any time, without the consent of the members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants.

20. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Association and all persons claiming under the Association. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the Parcels within the Properties, at any time.

21. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The Association, after providing thirty (30) days written notice and opportunity to cure the violation, may enter upon any Parcel to remedy the violation and shall also have a lien upon the offending Parcel for all costs and expenses, including reasonable attorney fees, incurred in obtaining compliance. The proceedings may be to restrain the violation, or to recover damages and to enforce any lien or obligation created hereby.

22. SEVERALABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions thereof.

Dated: June 1, 2011.

201101770

ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS

The undersigned is the owner of record of:

Lot 6, Prairie View Subdivision, being a part of the South Half of Section 7, Township 9 North, Range 9 East of the 6th P.M., Otoe County, Nebraska

The undersigned acquired its interest in the above-referenced property through Survivorship Warranty Deed dated October 31, 2001 and filed with the Otoe County Register of Deeds on November 9, 2001 in Book #206, Page 304.

The undersigned wishes to ratify, adopt, and approve these Restrictive Covenants for the Prairie View Subdivision and agrees to be bound by the terms and provisions of the Covenants.

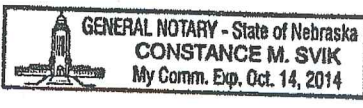
Dated: 6-30-11, 2011.

BARRY RUTT and AMY RUTT,
Husband and Wife.

By: [Signature]
Barry Rutt

By: [Signature]
Amy Rutt

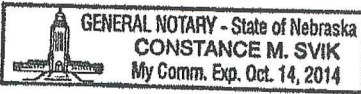
STATE OF NEBRASKA)
) ss.
COUNTY OF OTOE)



The foregoing instrument was acknowledged before me this 30 day of June, 2011, by Barry Rutt.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF OTOE)



The foregoing instrument was acknowledged before me this 30 day of June, 2011, by Amy Rutt.

[Signature]
Notary Public

201101770

ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS

The undersigned is the owner of record of:

That part of the East Half of the Southwest Quarter of Section 7, Township 9 North, Range 9 East of the 6th P.M., Otoe County, Nebraska and being more particularly described as follows:

For the purpose of this legal description the West line of the East Half of the Southwest Quarter, has an assumed bearing of North 02 degrees 20 minutes 40 seconds West.

Beginning at the South sixteenth of the Southwest Quarter of Section 7; thence Northerly North 02 degrees 20 minutes 40 seconds West, on the West line of the East Half of the Southwest Quarter of said section 1023.95 feet, to a 1 inch iron pipe set for corner; Easterly North 90 degrees 00 minutes 00 seconds East, 529.80 feet, to a 1 inch iron pipe set for corner; thence Southerly South 00 degrees 00 minutes 00 seconds West, 322.43 feet, to a 1 inch iron pipe set for corner, also being a point of curvature; thence on a curve to the right, having a radius of 350.00 feet, and a central angle of 26 degrees 05 minutes 41 seconds, with a chord bearing of South 13degrees 02 minutes 50 seconds West, a chord distance of 158.03 feet, to a 1 inch pipe set for corner; thence Southerly South 26 degrees 05 minutes 39 seconds West, 207.86 feet, to a 1 inch iron pipe set for corner, also being a point of curvature; thence on a curve to the left, having a radius of 350.00 feet, and a central angle of 26 degrees 05 minutes 41 seconds, with a chord being of South 13 degrees 02 minutes 48 seconds West, a chord distance of 158.03 feet, to a 1 inch pipe set for corner; thence Southerly South 00 degrees 00 minutes 00 seconds West, 206.11 feet, to a 1 inch iron pipe set for corner also being a point of intersection on the South line of the Southwest Quarter of Section 7; thence Westerly North 89 degrees 59 minutes 47 seconds West, on said South line, 325.14 feet, to the true point of beginning.

The undersigned acquired its interest in the above-referenced property through Warranty Deed dated March 29, 2002 and filed with the Otoe County Register of Deeds on April 3, 2002 in Book #207, Page 334.

The undersigned wishes to ratify, adopt, and approve these Restrictive Covenants for the Prairie View Subdivision and agrees to be bound by the terms and provisions of the Covenants.

Dated: 6/20, 2011.

201101770

