

293 STATE OF NEBRASKA COUNTY OF OTOE, File for
records in the REGISTER OF DEEDS Febr. 25, 2002
at 11:02 A.M. recorded in Book # 82 of 4116
Page 104 Janet Reed Register of Deeds,
Fee: \$ 33.50 By _____ Deputy
Entered _____ Indexed _____ Paged _____ Compared _____

PRAIRIE VIEW
RESTRICTIVE COVENANTS

The undersigned (Owner) is the Owner of the following-described real estate:

[Legal description of Fletcher property to be inserted] ("Property").

Prairie View Association (Association) is an unincorporated association of property owners created for the purposes of enforcing the Restrictive Covenants established upon the Properties and of administering and maintaining the Commons as created and defined below. Owner anticipates subdividing the Property into smaller parcels of five (5) acres or more to permit the construction of residential dwelling. The smaller parcels to be created by Owner are referred to as a "Parcel" and are collectively referred to as "Properties". Owner does not intend these Restrictive Covenants to apply to any portion of the Property until it is subdivided into a Parcel.

These Restrictive Covenants are established upon Parcels to be created by Owner from within the Property.

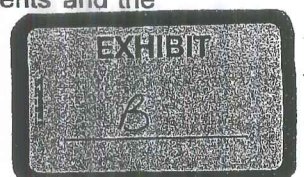
1. **USE:** No Parcel within the Properties shall be used other than as permitted under the Otoe County zoning ordinance for the residential rural district ("RR"). The primary use of the Properties shall be for residential purposes and any other uses shall not unreasonably interfere with, detract from, 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:** Owner 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 or 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 Owner 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 Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner 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 Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not 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 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 Owner or 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

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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 within the Properties shall be used as either a temporary or permanent residence, provided a trailer may be used as 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, nor 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. **HOMEOWNERS 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 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 two classes of membership:

Class A 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.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to three votes for each Parcel. 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, or on December 31, 2000, whichever first occurs.

12. **LIMITED COMMONS:** The Owner 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 or Owner 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 causes 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.

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 Owner 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 Owner and all persons claiming under the Owner. 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 Owner or 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. **SEVERABILITY:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated: November 11, 1997.

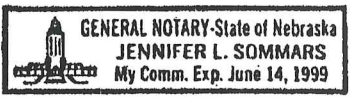
OWNER

By: Karen Fletcher
Karen Fletcher

By: Jerry Fletcher
Jerry Fletcher

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of November, 1997, by Karen Fletcher and Jerry Fletcher, Husband and Wife.



Jennifer L. Sommars
Notary Public

(C:\WP\KLPK\9-24-78.D)

LEGAL DESCRIPTION

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE(5), SIX (6), AND LOT SEVEN (7),
PRAIRIE VIEW SUBDIVISION. SECTION 7 TOWNSHIP 9, RANGE 9, OTOE COUNTY, NEBRASKA.