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PATRICIA MEISINGER
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PRAIRIE VIEW ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by Prairie Ridge Estates, LLC, a Nebraska limited liability Company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Prairie View Estates subdivision, County of Cass, State of Nebraska, which is more particularly described as:

Acreage Lots One (1) through Twenty-One (21) inclusive, Prairie View Estates, a subdivision as surveyed, platted and recorded in Book 43, Page 210, of the records of the Register of Deeds of Cass County, Nebraska, on the 29 day of September 2006.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

Section 1. "Association" shall mean and refer to Prairie View Estates Home Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Acreage Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Acreage Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Prairie Ridge Estates, LLC, its successors and assigns if such successors and or assigns should acquire more than one undeveloped Acreage Lot from the Declarant for the purpose of development.

ARTICLE II

Membership and Voting Rights

Section 1. Every owner of an Acreage Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Acreage Lot, which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A.) Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds and interest in any Acreage Lot, all such persons shall be members. The vote for such Acreage Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Acreage Lot.

Class B.) The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Acreage Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or**
- b. on October 1, 2016.**

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Acreage Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments and Mandatory Duties of Association. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the subdivision, and for the improvement and maintenance of Joint Use Areas.

- a. Maintenance and repair of roads and other improvements not dedicated to the public use, or being maintained by a public entity.**

- b. Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is required to pay pursuant to the terms of this Declaration or by law.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Acreage Lot to an Owner, the maximum annual assessment shall be One Hundred dollars (\$ 100.00) per Acreage Lot.

- a. From and after January 1 of the immediately following the conveyance of the first Acreage Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Acreage Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as provided for in Article III, Section 7 and Article IV, Section 2, annual assessments must be fixed at a uniform rate for all Acreage Lots and may be collected on a monthly or other periodic basis, as may be established by the Board.

Section 6. Date of Commencement of Annual Assessments: Due Dates: Subject to Section 7 of this article, the annual assessment provided for herein shall commence as to all Acreage Lots at the sole discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual assessment against each Acreage Lot at least thirty (30) days in advance of each annual assessment period. The Association may collect the assessments on a monthly or other periodic basis. Written notice of the annual assessment shall be sent to every Owner Subject thereto. The Board of Directors shall establish the due dates.

Section 7. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Acreage Lots based upon the total number of Acreage Lots; however, vacant Acreage Lots shall not be assessed, but shall be maintained by the owners. Assessments may be apportioned against Acreage Lots where inordinate wear, tear and/or damage occur to the items to be maintained by the Association due to the fault or negligence of the Acreage Lot owner.

Section 8. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association or a designated agent of the association setting forth whether the assessments on a specified Acreage Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear the maximum rate of interest allowable by law. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Acreage Lot.

Section 10. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage, on any Acreage Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Acreage Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Acreage Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgage shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

ARTICLE IV
General Restrictions and Other Provisions

Section 1. Every Owner shall have full rights of ownership and full use and enjoyment of his Acreage Lot (s), subject to the following restrictions:

- A. "No" Noxious or Offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view.**
- B. No trailer, basement, tent, shack, garage, barn or other building erected on said real estate shall at any time be used a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.**
- C. No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence for permanent or temporary use.**
- D. No exotic animals, reptiles or livestock (cattle, goats, sheep, poultry, swine, or split-hoofed animals. etc.) shall be kept or maintained on any Acreage Lot in Prairie View Estates. Domestic household pets may be kept on the premises for use, benefit and pleasure of the owner and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. No Dog Kennels or Dog Runs allowed.**
- E. Horses are allowed in Prairie View Estates, adequate pasture ground is required (three acres per one (1) horse, an additional 3 acres per additional 1-3 (one-three) horses, with no more than (Four) 4 horses per (Six) 6 acres. All horses must be maintained and penned on an acreage lot in such a manner that they are not free to roam outside their fenced area. All horse fencing must be kept in good workable condition and not allowed to deteriorate or look shabby. No barbed wire, wire rope, chain or galvanized fence material, or other materials not approved by Declarant. Horses require a minimum of a three-rail fence, and all horses maintained shall be located to the rear of the residence. On any corner Acreage Lot, the horses shall be maintained no closer to the street than the residence setback on the adjoining lot unless specifically waived by the owner of the adjoining Acreage Lot. All structures used for housing or maintenance of horses, and**

All animals maintained on an Acreage Lot shall be kept in accordance with requirement of Nebraska law and applicable zoning ordinances of Cass County, Nebraska.

- F. After the dwelling construction is completed on the Acreage Lot the owner will be allowed to construct (1) One steel building on back-side of dwelling, in complementary color to residence. "No" (3) Three sided pole barns or corrugated metal buildings will be allowed. All building construction plans must be submitted to the Declarant for approval.**
- G. Except for approved chemical temporary toilets to be used "only" during construction, no outdoor toilets may be constructed or maintained on any lots.**
- H. In addition to the easements shown on the final plat, a perpetual license and easement is hereby reserved in favor of and granted to the Alltel Telephone company, Omaha Public Power District their successors and assigns, Otoe County Rural Water District #3 its successors and or assigns, and Cass County, Nebraska to erect, operate, maintain, repair and renew utility lines, poles and other instrumentalities for the delivery of utilities throughout the subdivision over, under and upon the easement being granted for the use and benefit of all present and future owners of lots in said subdivision. Within the easement areas, no structures or plantings other than grass or other suitable ground cover shall be maintained.**
- I. Unless diseased, no trees shall be destroyed or removed from any lots except to the extent necessary for the constructions of residential structures according to approved plans.**
- J. The following covenants shall only apply to those areas designated as single-family Acreage Lots, the same being legally described as acreage lots in the legally recorded development map of Prairie View Estates as recorded in the office of the Register of Deeds of Cass County, Nebraska:**
 - i. As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedge, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.**
 - ii. Said Acreage Lots shall be used only for single-family residential purposes.**

- iii. No structure shall be erected, altered, placed or permitted to remain on any residential Acreage Lot other than dwellings not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses.
- iv. Each dwelling shall contain a least one attached double car garage and driveway which is a minimum of ten feet wide with sufficient area to provide off-road parking for all vehicles.
- v. Prior to construction, plans and specifications, including a site plan and building elevation, shall be submitted, in duplicate to the Declarant for approval. Such approval shall be within the sole discretion of the Declarant and shall relate to the quality of the materials used; the harmony of the design and site plan with the development and environment; and the location of the buildings with respect to the topography of the lot. Alteration of the exterior of any building (other than ordinary maintenance) shall likewise require the approval of the Declarant.
- vi. No signs whatsoever, including but without limitation to commercial signs, political signs, billboards, unsightly objects, or nuisances or any similar signs visible from roadways and neighboring property shall be erected or maintained upon any lot except: those placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Acreage Lots.

K. Dwellings constructed on single-family lots shall conform to the following minimum dwelling sizes (which is defined as the enclosed living area of main residential structures exclusive of porches, open breezeways, unfinished basements and garages):

- i. Ranch Style Homes: minimum requirement 1550 Sq Ft. Main floor, 2 car garage, painted foundations and 50 % masonry front.
- ii. Multi- Story Homes: minimum of 2300 Sq Ft., 2 car garage, painted foundation and 50% masonry front
- iii. Dwellings must be constructed on the Lot within 3 years of purchase. A "Certificate of Occupancy" is required upon

completion. Lot #12 (Twelve) is excluded from construction requirements only if it is purchased in conjunction with Tax Lot 3 Revised. All other covenants would apply to Lot #12 (Twelve).

iv. No Manufactured or Modular Homes allowed

- L. No machinery or equipment shall be placed, or operated or maintained upon the Properties, except such machinery or equipment as is usual and customary in connection with maintenance of Acreage Lots, or construction of buildings, improvements, or structures which are within the permitted uses of such Property.**
- M. No television antenna or radio receiver, or other similar device shall be attached to or installed on any Acreage Lot, unless contained entirely within the interior of a dwelling or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Acreage lot, which may unreasonably interfere with the reception of television or radio signals with in the Properties.**
- N. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreations purposes, vehicles primarily used for commercial purposes, oversized vehicles (Semi Truck) or commercial writings on their exterior shall be stored in view of neighboring properties.**
- O. No Acreage Lot in Prairie View Estates shall be subdivided.**
- P. The erection or construction of a swimming pool must comply with all applicable State and Local laws and include adequate security fencing subject to the approval of the Declarant or elected Executive Members.**
- Q. No structure or dwelling shall be moved from outside Prairie View Estates to an Acreage Lot without the approval of the Declarant or elected Executive Members.**
- R. Declarant reserves the right to require the installation of siltation fences or erosion control devices and measures in such location, configuration, and designs as it may determine appropriate to conserve the land, water, air and vegetation. Such conservation will include, but not limited to, adequate**

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controls on erosion and sedimentation, and preservation and protection of trees and other vegetation during all phases of land-disturbing activities.

- S. Gardens are permitted on Acreage Lots if they are located in an area that is suitable in relation to the road and residences on adjoining Acreage Lots. All gardens shall be maintained in a visibly pleasing manner. Commercial sales of garden produce shall not take place on a lot or within Prairie View Estates.

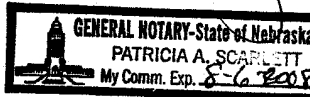
No ground cover will be grown so as to constitute a public nuisance, create a hazard, or detract from a visibly pleasing appearance. Vacant Lots shall not be used for dumping of earth or any waste materials.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 12 Day of October, 2006 by its proper officer.

Prairie Ridge Estates, LLC

PRAIRIE VIEW ESTATES HOMEOWNERS ASSOCIATION, LLC

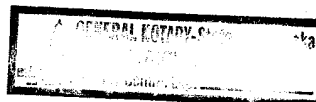
By: Prairie Ridge Estates, LLC
Prairie View Estates Dr. Kerry McGill



STATE OF NEBRASKA)

COUNTY OF CASS
Douglas)

SS.



The foregoing instrument was acknowledged before me this 12 Day of October, 2006 By Dr. Kerry McGill.

Notary Public Patricia A Scarlett