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*David John*

REGISTER OF DEEDS

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PRAIRIE VIEW ESTATES**

**THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by Prairie Ridge Estates, LLC, a Nebraska limited liability Company, hereinafter referred to as "Declarant," and all Owners of Acreage Lots (as defined below)**

**WITNESSETH:**

**WHEREAS, Declarant and the Owners are 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 Misc. Book 69, Page 210, of the records of the Register of Deeds of Cass County, Nebraska, on the 29th day of September 2006 (hereinafter referred to individually as "Acreage Lot" and jointly or collectively as "Acreage Lots"); and**

**WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions as instrument number 6144 in book 65 at page 546 in the miscellaneous records of the Register of Deeds of Cass County, Nebraska (the "Declaration"); and**

**WHEREAS, Declarant and the Owners desire to correct, clarify, amend and restate the Declaration as provided in this Amended Declaration.**

**NOW THEREFORE, Declarant hereby declares that all of the Acreage Lots 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 the Acreage Lots and Prairie View Estates subdivision, and which shall run with the land and be binding on all parties having any right, title or interest in the described Acreage Lots, the 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 or any 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. "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.**

**Section 5. "Joint Use Areas" shall mean and refer to all real property and any improvements thereon owned or leased by the Association for the common use and enjoyment of all the Members, including, but not limited to private roads located within Prairie View Estates and entry monuments.**

**Section 6. "Members" shall mean the Owners of Acreage Lots, and the Declarant for so long as the Declarant holds title to any Acreage Lot.**

**Section 7. "Board" or "Board of Directors" shall mean the Declarant or the board of directors of the Association when elected by the Members in accordance with this Amended Declaration.**

**Section 8 "Director" or "Directors" shall mean the Declarant or the individual Board members as applicable.**

**Section 9 "Assessments" shall mean any general or special assessment levied by the Board against the Acreage Lot or Lots.**

## **ARTICLE II**

### **Association Formation Membership and Voting Rights**

**Section 1. "The Association". The Declarant will cause the organization of the Association, which shall administer, insure, operate, manage, control, maintain, repair, rebuild and restore the Joint Use Areas and the Properties in accordance with this Amended Declaration, and perform the other duties of the Association set forth herein. The Association shall have the authority to provide special services affecting portions of the Joint Use Areas Consistent with the overall character and use of the Properties, or to grant licenses or concessions for the provision of such services, and to charge reasonable fees for such services, licenses or concessions. Any amounts received by the Association from fees, licenses, concessions and other sources shall be held and used by the Association for the benefit of the Owners pursuant to such rules, resolutions or regulations as the Association may adopt. Provided that any of the following are consistent with restrictions and provisions of the Articles of Incorporation and the Bylaws of the Association, the Association shall have the right to charge annual dues, assess fees and penalties, impose liens for delinquent payments, and take any and all such other actions as may be reasonably**

appropriate to protect the overall quality of the Properties and the interests of the Declarant, the Association and the Owners.

**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 an 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. 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 fee ownership of any Acreage Lot, which is subject to assessment.**

**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**

**Section 3. "Purpose" The Association has as its purpose the maintenance of the Joint Use Areas and the health, safety, recreation, welfare and enjoyment of the Declarant and the Owners, including, but not limited to:**

- a. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Joint Use Areas for the general use, benefit and enjoyment of the Declarant and the Owners.**
- b. The Promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Joint use Areas provided always that such rules are uniformly applicable to all Owners.**
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the Owners and the protection and maintenance of the character of the Properties**
- d. All of the duties, obligations and rights of the Association shall be subject to the maintenance standards and the other duties, obligations and rights contained in this Amended Declaration and the Bylaws of the Association (the "Bylaws").**

**The Association shall not be responsible for the initial installation of roads or other improvements that are the obligation of one or more Owners, nor shall the costs of those Owner obligations be assessed against the other Owners.**

**Section 4. "Association Board". The Declarant shall serve as the initial director of the Association Board of Directors until such time as the Class B memberships are converted to Class A. At that time, three Directors of the Association shall be elected at the annual meeting of the Association Members, and thereafter the Directors shall be elected annually at the annual meeting of the Members.**

**Section 5. "Purposes and Responsibilities". The Association shall have the powers conferred upon non-profit corporations by the Nebraska Nonprofit Corporations Act and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association, as provided in this Amended Declaration and the Bylaws. The powers and duties to be exercised by the Board, or by one or more Directors or Members upon authorization of the Board or Members, as may be required, shall include, but shall not be limited to, the following:**

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Joint Use Areas, and the enforcement of the rules and regulations relating to the Joint Use Areas, as provided in this Amended Declaration.**
- b. The fixing, levying, collecting, abatement, and enforcement of all charges, Dues, or assessments made pursuant to the terms of this Amended Declaration.**
- c. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment and purchase of insurance covering any Joint Use Areas against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors, and the Members.**
- d. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Amended Declaration, as the same may be amended from time to time.**
- e. The acquisition by purchase or otherwise, holding, or disposition of any Right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.**
- f. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.**

- g. The employment of professionals and consultants to advise and assist the Board in the performance of their duties and responsibilities for the Association.**
- h. General administration and management of the Association, execution of such documents, and performance of such acts as may be necessary or appropriate to accomplish such administration, management, or purposes of the Association.**

**Section 6. "Common Fees and Expenses". Each Acreage Lot shall be subject to a special assessment for, and each Owner shall be obligated to pay its pro rata share of, all expenses incurred by the Association in administering, operating, managing, maintaining, repairing, rebuilding, replacing, restoring and insuring the Joint Use Areas as provided herein (including a service charge of no more than 10 % of said expenses). The Association shall make an annual accounting of the special assessment expenses to each Owner. Each owner shall pay to the Association, within (30) days after demand from the Association, the amount of such Owners special assessment.**

**Section 7. "Accounting." An Owner may, upon not less than twenty (20) days prior written notice to the Association, inspect the Association's records for all Joint Use Areas maintenance and insurance expenses incurred during the preceding calendar year at the Association's offices or at such other location reasonably designated by the Association at any time during reasonable business hours within Six (6) months after the end of said calendar year. The Association's expenses for any calendar year shall be deemed correct if no Owner gives the Association written notice of any such overpayment or underpayment within the six (6) month period provided.**

**Section 8. "Abatement of Assessments". Notwithstanding any other provision of this Amended Declaration, the Board may temporarily abate all or part of the annual Assessment in respect of any Lot when the abatement is requested due to extenuating circumstances (such as a fire or other casualty, but excluding the initial construction period) and in the reasonable judgment of the Board is in the best interest of the Association or the Properties. Any abatement granted shall be temporary, and shall not exceed six (6) months in length.**

**Section 9. "Liens". For each Acreage Lot owned within the Properties, Declarant and each current Owner hereby covenants, and each future Owner of any Acreage Lot by acceptance of a deed therefore, (whether or not expressly stated in such deed), is deemed to covenant and agree to pay to the Association the annual assessments and charges as and when established. The assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge and continuing lien upon the Acreage Lot upon which the assessment is charged and a personal obligation of the Owner of the Acreage Lot at the time the assessment fell**

**due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.**

**Section 10. "Assessments and Extraordinary Costs". In addition to the annual Assessments, the Board may levy a special assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any of the Joint Use Areas, including fixtures and personal property related thereto, and related facilities but excluding the initial installation of roads. To the extent that any cost is a special assessment of a specific Owner, that cost shall be specially assessed against the Acreage Lot and shall be due and payable immediately upon notice to the Owner.**

### **ARTICLE III Covenant for Assessments**

**Section 1. 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 that 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 5 days nor more than 60 days in advance of the meeting. 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 thirty percent (30%) of all the votes of each class of membership entitled to vote. 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 this Amended Declaration, 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; vacant Acreage Lots, 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, within twenty (20) days of written demand, and for a reasonable charge, furnish a certificate signed by and officer of the association or a designated agent of the Association certifying whether or not, to the knowledge of the Association and with no duty to investigate or make further inquiry, a particular Owner is in default as to its Acreage Lot under the provisions of this Amended Declaration, and further stating the dates to which assessments have been paid as to such Acreage Lot, the amount of any delinquent sums, and the due date and amount of the next succeeding Assessment or installment thereof. A prospective purchaser of the Acreage Lot or a Mortgagee may rely upon any such certificate, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

**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 annual rate of sixteen percent (16%) or maximum



rate of interest allowable by law, which ever is less. 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 record such liens and other instruments, bring an action at against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Acreage Lot 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. Upon any sale or transfer, whether by foreclosure, deed in lieu of foreclosure or otherwise, the party succeeding to title to the Acreage Lot shall be responsible for payment of all Assessments and dues accruing after the date of transfer of title. 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: No Acreage Lot Shall:

- (1) Be used in violation of any applicable federal, state, or local laws, ordinances, rules or regulations;
- (2) Be used, operated or maintained in a dangerous or hazardous condition; or
- (3) Constitute a nuisance or be used, operated or maintained in an obnoxious manner by reason of unsightliness or excess emission or odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation.

**A. 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. Construction materials may be stored on an Acreage Lot during construction provided such storage is lawful and accomplished in a manner reasonably designed to minimize any interference with the use and enjoyment of Joint Use Areas and Acreage Lots by other Owners and their guests. All construction rubbish and construction debris shall be properly disposed of in a construction site dumpster on a daily basis.**

**B. No trailer, basement, tent, shack, garage, barn or other building erected on said real estate shall at any time be used as a residence temporarily or permanently.**

**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 any areas where horses are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the Acreage Lot. 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:**

  - a. In order to provide adequate protection for the safety of persons, and 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 the road intersections and driveway entrances.**
  - b. Acreage Lots shall be used only for single-family residential purposes.**
  - c. 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 are permitted with prior approval of the Declarant or the Association Board of Directors as applicable at the time of request.

- d. Each dwelling shall contain a least one double car garage and driveway which is a minimum of ten feet wide with sufficient area to provide off-road parking for all vehicles.
- e. Prior to construction, plans and specifications, including a site plan and building elevation, shall be submitted, in duplicate to the Declarant or Board of Directors (as appropriate at the time) for approval. Such approval shall be within the sole discretion of the Declarant or Board of Directors 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.
- f. No commercial signs whatsoever, including but without limitation 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.
- g. Promptly upon completion of building construction, or at the next available planting season, the Owner shall install and maintain permanent landscaping. Such landscaping will consist of plant materials, paving materials, ground cover, and other landscaped features consistent with the development of Prairie View Estates as a residential acreage subdivision. Owners shall maintain all landscaping on their Acreage Lots in a neat and healthy condition.

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

- a. **Ranch Style Homes:** minimum requirement 1550 Sq Ft. Main floor, 2 car garage, painted foundations and 50 % masonry front, an exception of the masonry front is a log home construction.
  - b. **Multi- Story Homes:** minimum of 2300 Sq Ft., 2 car garage, painted foundation and 50% masonry front
  - c. **Dwellings must be constructed on the Acreage Lot within 3 years of purchase. If an extension is needed for the construction-building requirement, each situation will be handled individually upon request to the Declarant or the Association Board of Directors as applicable at the time of the request.**
  - d. **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. Equipment or machinery for the construction of buildings, improvements, or structures on an Acreage Lot may be maintained on the Acreage Lot during the period of construction only.**
- 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 televisions signals, nor any other form of electromagnetic radiation be permitted to originate from any Acreage lot, if it may interfere with the reception of television or radio signals of any Acreage Lot.**
- 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 any Acreage Lot. 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 Acreage Lots.**
- 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 Association Board of Directors as applicable.

**Q. No structure or dwelling shall be moved from outside Prairie View Estates to any Acreage Lot.**

**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 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.**

**T. No "Dusk/Dawn" yard lighting allowed on Acreage Lots. Attached outside Motion Lights, Decorative Light Posts, Decorative Sidewalk Lights are fine.**

**All uses must conform to this Amended Declaration and any subsequent amendments hereto, and to all applicable zoning regulations of any municipal body or agency with jurisdiction over the Acreage Lots.**

**No Owner shall keep or maintain anything or shall permit any condition to exist upon such Owner's Acreage Lot or cause any other condition on any Acreage Lot which materially impairs or interferes with any easement or right of the Association, of any other Owner, or otherwise materially impairs or interferes with the use and enjoyment of the Association or the other Owners of any Joint Use Areas. No Owner shall engage in or permit any activity, which interferes with the reasonable enjoyment of any other Owner within the Properties.**

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Prairie Ridge Estates LLC

Dr. Kirby McGill, Owner

By: *Dr. Kirby McGill*

Betty A. McGill, Manager

By: *Betty A. McGill, Manager*

STATE OF NEBRASKA )

:

ss.

COUNTY OF Cass )

The foregoing instrument was acknowledged before me this <sup>5</sup>rd Day of  
January 2012 By *Kirby & Betty McGill*

Notary Public *Cynthia A. Fenton*

