

Inst # 2015024277 Fri Jun 12 14:52:28 CDT 2015

Filing Fee: \$64.00  
Lancaster County, NE Assessor/Register of Deeds Office  
opodal  
Pages 10 PROC0V



*mail*  
Return recorded instrument to:  
Napolitano Law PC LLO  
1024 K Street  
Lincoln, Nebraska 68516  
402-325-6060

## PROTECTIVE COVENANTS

### PRAIRIE VILLAGE NORTH TOWNHOMES CORPORATION

#### IT IS AGREED UPON:

That the undersigned, Prairie Village North Townhomes Corporation, a Nebraska corporation, of Lincoln, Lancaster County, Nebraska, hereinafter known as "Association", subjects itself to these Covenants and Restrictions,

A. The Association governs as herein described, the following described real estate:

**PRAIRIE VILLAGE NORTH ADDITION, Lincoln, Lancaster County, Nebraska**

**Lots One (1) through Ninety-four (94), Block Four (4) and OutLots "C", "G", and "H"**

All Lots are collectively referred to as "Townhome Lot(s)". An owner of a Townhome Lot shall be referred to a "Townhome Owner". All OutLots shall be collectively referred to as "OutLots". The OutLots surround the Townhome and portions thereof and are, or shall be, improved with Common Area improvements to be used and enjoyed by Townhome Owners.

*PRAIRIE NO*

NOW THEREFORE, these covenants are established upon the Townhome Lots and the OutLots 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 of 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 subjected to the terms of the Covenants. Prairie Village North Townhomes (Corporation) has been incorporated in Nebraska for the purposes of enforcing protective Covenants established upon the "Townhome Lots", for administering and maintaining any Common Areas, and for providing services to its Members as described herein. Each Townhome Owner by acceptance of a deed to a Townhome Lot shall be deemed to covenant that, in the event the Association dissolves, such Townhome Owner shall remain jointly and severably liable along with all Townhome Owners for the cost of administering and maintaining the Common Area in the same manner as required of the Association under Paragraph 9 below. In the event such Townhome Owners fail to or refuse to perform any required maintenance and upkeep of the Common Area, the City of Lincoln, Nebraska after seven (7) days' notice to such Townhome Owners may perform the required maintenance and assess each Townhome Lot and Townhome Owner for the cost of the performance of such maintenance. Each assessment of the City of Lincoln's actual cost to performing the maintenance shall be uniformly allocated on a per Townhome Lot basis to the Townhome Owner of each Townhome Lot and shall be the personal obligation of each Townhome Owner who is the owner of the Townhome Lot at the time of assessment and shall be a lien upon the Townhome Lot assessed. To evidence such lien for unpaid assessments, the City of Lincoln shall prepare a written notice setting forth the amount, the name of the Townhome Owner, and a legal description of the Lot. Such notice shall be signed on behalf of the City of Lincoln by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Townhome Owner shall pay the Townhome Owner's share of the City of Lincoln's actual cost of maintaining the Common Area within thirty (30) days following the receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20.00), whichever is greater.

2. **MEMBERSHIP:** Membership shall include all Members of the Association. Each Member shall be entitled to all the rights of Membership and to one vote for each Lot in which interest is requisite for Membership to be held. However, no more than one vote shall be cast with respect to any Lot.

3. **PARTY WALL:** Each wall which is built as part of the original construction of a dwelling with the Townhome Lot 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 shall each equally share the cost of restoration. However, if the damage results from gross negligence or intentional damage by one Party Wall Townhome Owner or his/her invitee, then the faulted party shall bear the entire cost of restoration.

4. **ENCROACHMENTS:** When a Townhome is constructed on any Townhome Lot so as to encroach on an Adjoining Lot or OutLot, the Townhome Owner of the encroaching improvements shall be deemed to have been granted a temporary easement upon the Area so encroached. Any expenses of maintenance, repair, or replacement of the encroaching building shall be borne by the Townhome Owner of the encroaching improvements. Encroaching Townhome Owner surrenders any rights to adversely possess the encroached upon Area of land.

5. **UTILITY LINES:** Each Townhome Owner shall have an easement of 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 unreasonably disturbing the quiet of any other Townhome Owner. Specific rules, regulations, 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: Pit Bull Terriers, Rottweilers, and Chows or any dog with lineage thereof shall be prohibited. All animal owners shall abide by all governmental ordinances, including leash laws, on both their Townhome Lots and in Common Areas as applicable. If any animal owner who is subject to these Covenants is cited by any governmental authority for a violation involving animals on any property that is subject to these covenants during the time these covenants are in effect, the Townhome Owner shall issue a written explanation to the Board of Directors or in the alternate, shall pay a fine to the Association of not more than \$100 per citation.

7. **EXTERIOR MAINTENANCE:** The Association shall annually establish a budget for the Common services being provided to the Membership of the Association. This budget shall establish the annual Assessment to be paid by the Members pursuant to paragraph 11 below. The annual Assessment shall be paid in twelve (12) monthly installments and shall be paid on the 1<sup>st</sup> of each month. The Common 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, maintenance of Common Area landscaping, future private street maintenance, snow removal from driveways, sidewalks, and the streets, maintenance and electricity costs of the street lights, and maintenance of 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 a reasonable time to perform maintenance. The cost of such maintenance shall be paid by each Member through payment of the annual Assessment upon each Townhome Lot. The Association reserves the right place a lien upon the home of any Townhome Owner who is behind on dues, has had written notice of overdue dues, and has not set up an approved payment plan with the Association Board. The Association may include in such a lien the costs for all attorney fees and collection costs of dues. In addition, the City of Lincoln, Nebraska shall have the permanent right and easement to enter upon the Common Area to maintain the Common Area in the same manner as required of the Association in the event the

Association fails to perform said maintenance or the Association dissolves and the Townhome Owners fail to perform said maintenance.

**8. MEMBERS MAINTENANCE OF 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, or replace roofs, gutters, downspouts and other exterior building surfaces only if the Member is failing to properly maintain the Townhome Lot owned by the Member, but only after (90) days' notice to the Member by the Board of Directors by certified mail that such work should be performed or after notice that the work has been performed by the Member does not meet the rules of the Association regarding Improvements. In the event that the Association provides such additional services to the Member, an Assessment for the cost of providing such service plus an administrative fee equal to (10) percent of such sum will be made against the Townhome Lot improved or the unit benefited and a lien shall be attached thereto as in all other Assessments and special Assessment.

**9. MAINTENANCE OF COMMON AREA:** The portion of any of the OutLots subject to Common Area improvement 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 be limited to sidewalks landscaping, lawn Area, and storm water detention cell. Each Member of the Association by accepting 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 annual and special Assessment 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 care and maintenance of the Common Areas shall be uniformly assessed against each Member and each Townhome Lot so that each Member pays its proportional and uniform share of the Common Area maintenance. The City of Lincoln, Nebraska has approved the final plat of Prairie Village North Addition upon the condition that the Common Area be maintained by the Subdivider on a continuous basis with the agreement that the Subdivider would be relieved and discharged of this maintenance obligation upon creating a permanent continuous association of property owners who would be responsible for such maintenance obligation. The Association covenants and each member of the Association, by the acceptance of a deed to a Townhome Lot, shall be deemed to covenant to assume the obligations of the Subdivider to comply with the requirements of the final plat of Prairie Village North Addition governed by the Association regarding continuous and permanent maintenance of the Common Area.

## 10. GENERAL STANDARDS FOR TOWNHOMES:

a. **Exterior Appearance.** 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 improvement may be repaired 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 according to city code. No owner of a Townhome Lot shall alter or modify the grade or drainage of any Townhome Lot without express written approval of the Board of Directors and of the Planning Department for the City of Lincoln. The Board of Directors accepts no liability for Owner's change of grade or drainage, regardless of whether it gives approval or non-approval to Owner. Owner is responsible for complying with all laws, rules, or ordinances that govern grading and drainage changes to real property. Owner agrees to indemnify the Board of Directors and the Association for any lawsuits or damages that are derived from changes to Owner's property.

c. **Landscaping/Fence/Accessory Structures.** Before any owner of a Townhome Lot may construct, plant, or install customized landscaping or outbuilding, such owner shall first submit plans for such improvements to the Board of Directors. The 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. The following items (I through X) pertaining to landscaping, fencing, or accessory structures shall be the general rule and standard. Any variation of such rule and standard must be submitted to the Board of Directors for approval. The submission to the Board of Directors shall be in writing.

I. **Fencing.** Fencing shall be white vinyl, unless otherwise approved by the Board of Directors. Fencing shall be permitted only if the owner agrees to pay an extra charge every month to the lawn care contractor if said contractor assesses such charge.

II. **Accessory Structures.** Accessory structures such as storage shed and playhouses shall not be permitted without approval of the Board of Directors.

III. **Playground equipment.** Playground equipment will be permitted only if the owner agrees to pay an extra charge every month to the lawn care contractor if said contractor assesses such charge.

IV. **Dog kennels.** No outdoor dog run or outdoor kennel shall be permitted.

V. **Satellite dish.** 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 Lincoln Municipal Code shall be parked or stored upon any Townhome Lot, except within an enclosed structure. Recreational vehicles may be temporarily 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 sign(s) billboards, for-rent signs, for-lease signs, or other advertising device. However an owner may place an advertising sign on their Lot listing said property for sale.

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 Board of Directors a specification showing the design and color of the awning desired to be installed. The Board of Directors reserves the right to require that 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 on the private streets ("Common Area Parking") will be intended to be reserved for parking Areas for guests and visitors. No Townhome Owner shall be able to park vehicles for more than seven (7) consecutive days in the Common Areas. The Board of Directors will reserve the right to cause any vehicles parked in Common Area parking for more than seven (7) consecutive days to be towed from the Common Area parking. All towing charges shall be assessed to the owner of the vehicle(s) in violation of this provision. No vehicles shall be permitted to be parked on any Outlot Common Area

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 improvement, such Assessment to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs, and reasonable attorney fees, shall be a charged on the Townhome Lot. The same shall be a continuing lien upon the Townhome Lot against which 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 pass on to successors in title as a lien against the real property. Notwithstanding anything else to the contrary, no Members shall be liable to pay annual or special Assessments until a Certificate of Occupancy has been issued by the City of Lincoln for the improvements built on a particular Townhome Lot, if applicable.

**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 of the Townhome Lot, for the improvement and maintenance of the Common Areas, and for the services provided by the Association. The annual Assessments shall be based upon 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 special Assessment is contained in the notice of the special meeting. Annual Assessments shall be paid in 12 monthly installments. The monthly installment shall be deemed late if not received by the 15<sup>th</sup> of the month and a twenty percent (20%) late fee will be charged to the Member. A Member may pay such Assessments in advance.

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

**15. Amendments.** The covenants shall run with the land and shall be binding 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 Lincoln Nebraska.

**16. Enforcement.** The enforcement of these Covenants may be by a proceeding at law or in equity against any person violating or attempting to violate any provision(s) hereof. The proceedings may be to restrain the violation or to recover damages and may enforce any lien or obligation created hereby

- A. Enforcement policy. The Board reserves the right to initiate enforcement action in the event that a violation of these covenants occurs. The enforcement of said violations is as follows:

1. Notice of the violation to the resident/owner (or both in the event that the unit is not owner-occupied). The notice shall be delivered personally by a Board Member, Constable, or delivered by certified U.S. Mail. The notice shall provide the resident/owner, the section of the covenants in violation and the resident/owner will have 14 days to correct the violation. All fees shall be assessed against Owner.

2. In the event that the violation is not corrected within fourteen (14) days, a second notice will be delivered to the resident/owner in the manner listed above and a \$50.00 (fifty dollar) fine will be levied upon the property. At this time, the resident/owner must correct the violation within ten (10) days to correct the violation. All fees shall be assessed against Owner.

3. In the event that the violation is not corrected within ten (10) days a third notice will be delivered to the resident/owner in the manner listed above and a \$100.00 (one-hundred dollar) additional fine will be levied upon the property. The resident/owner will then have five (5) days to correct the violation. All fees shall be assessed against Owner.

4. In the event that the violation is not corrected within the five days, a final notice will be delivered in the manner listed above, an additional \$350.00 (three hundred fifty dollar) fine will be levied upon the property, and legal action shall commence by the legal counsel of the Board, as counsel deems appropriate. All fees shall be assessed against Owner.

5. The resident/owner will have the right of appeal. An appeal may be requested by the resident/owner. The appeal must be delivered to any Board Member in writing, either in person or by certified U.S. Mail. In the event that an appeal is requested, the Board will convene a special meeting. The resident/owner will be required to appear in person before the Board. Upon completion of the appeal, the Board will vote to uphold the violation of the covenants, or sustain the appeal. The vote of the Board in ruling on the appeal will be by majority vote.

6. A record of violations of the covenants will be retained by the secretary of the Board. The record shall include the basis of the violation, including the section of the covenants violated, the name and address of the resident/owner, and all copies of all written communication to said resident/owner.

7. In the event that a resident/owner is in violation of the same covenant within one calendar year, that violation will be fall under item 16 (A)(2) as listed above. Each subsequent violation of the same covenant within one calendar year will fall under the enforcement policy 16 (A)(3) and (4) as listed above.

8. The record of violation(s) may be purged from the record of the resident/owner after a period of three (3) years from the date of the violation only if the Owner is in good standing. The resident/owner must request that the record be purged and the request must be made in writing and delivered to the Board in the manner listed above. The record shall not run with the land, but all liens and assessments shall run with the land. be assessed against Owner.



9. In the event the Association dissolves, enforcement proceedings by the City of Lincoln, Nebraska may be commenced to restrain violation of the duty to maintain the Common Area, to recover money judgment upon the personal obligation and debt of the Townhome Owner to pay the Townhome Owner's share of the City of Lincoln's cost to maintain the Common Area, or to foreclose upon the defaulting Townhome Owner's Townhome Lot in a like manner as mortgages on real property. Suit to recover money judgment for unpaid assessments for the cost to maintain the Common Area shall be maintainable without foreclosure of the Townhome Owner's Lot or waiving the lien securing the assessment.

17. **Severability.** The invalidating one of these Covenants shall not affect the validity of the remaining provisions thereof.

Dated this 2<sup>ND</sup> day of APRIL, 2015.

PRAIRIE VILLAGE NORTH TOWNHOMES

By: KERRY CROSBY  
Kerry Crosby, Director

By: CLAYTON GIBBS  
[Signature], Director

By: Pam Baccam  
Pam Baccam, Director

By: RONALD E GIARD  
Ronald E Giard, Director

By: Steve M. Sehi  
Steve M Sehi, Director

Description of Document Protective Covenants

### Acknowledgement

State of Nebraska )

S.S.

County of Lancaster )

The foregoing instrument was acknowledged before me this

12<sup>th</sup> day of June, 2015  
(month)

by Kerry Crosby, Director  
(printed name of officer or agent) (printed title of officer or agent)

of Prairie Village North Townhomes, Inc.  
(printed name of Corporation acknowledging)

a Nebraska corporation, on behalf of the corporation.  
(print state or place of incorporation)



↑ Affix Official Notary seal here ↑

*Lori A. Marsh*  
Signature of Notary Public