

\$60.50

Dan Jolte  
REGISTER OF DEEDS

INST. NO 99

1999 NOV -3 P 12:15

058681

BLOCK  
MEVI  
✓  
✓  
+  
+  
+

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION** made on this 1st day of August, 1999, by the undersigned  
Owner-Developer of record.

**WITNESSETH:**

**WHEREAS**, the undersigned is the Owner-Developer of certain real property in the  
County of Lancaster, State of Nebraska, which is more particularly described as:

Lots 1 through 61 and Outlots A, B & C, Meadow View Estates Addition, formerly Lot  
11 of Irregular Tracts, located in the NW 1/4 of Section 2, T.9N., R.5E., of the 6<sup>th</sup> P.M.,  
Lancaster County, Nebraska; a portion of which (said Lots 1 through 28 and Outlots A, B & C  
have been platted as Lots 1 through 22, Block 1, Lots 1 through 6, Block 2, and Outlots A, B &  
C, Meadow View, Lancaster County, Nebraska.

and,

**WHEREAS**, Meadow View Homeowners Association, Inc. (Association) has been  
incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established  
upon the Properties of and administering and maintaining the commons.

**NOW THEREFORE**, the undersigned hereby declares that all of the properties  
described above shall beheld, 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

Cohynn + Doherty  
LAW FIRM

209 16 50

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 the Meadow View Homeowners Association, Inc., a non-profit corporation, its successors and assigns.

**Section 2.** "OWNER" shall mean and refer to the record Owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including any 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 described in Section 5 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "COMMON AREA" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Outlots A, B and C, Meadow View, Lancaster County, Nebraska.

**Section 5.** "LOT" shall mean and refer to the plots of land shown upon any recorded subdivision map of the properties more particularly described as:

Lots 1 through 61, Meadow View Estates Addition, Lancaster County, Nebraska, a portion of which (Lots 1 through 28) have been platted as Lots 1 through 22, Block 1 and Lots 1 through 6, Block 2, Meadow View, Lancaster County, Nebraska.

**Section 6.** "OWNER-DEVELOPER" shall mean and refer to Meadow View Estates, Inc., a corporation, its successors and assigns.

Section 7. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Properties recorded in the Office of the Register of Deeds of Lancaster County, Nebraska.

Section 8. "MEMBER" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. **Owner's Easements of Enjoyment in the Common Area.** Every Owner shall have a right and easement of enjoyment in, and to, the Common Area which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

- a. The right of the Association to adopt reasonable rules and regulations for the use of the Common Area;
- b. The right of the Association to suspend the voting rights of an Owner of any period during which any assessment against his Lot remains unpaid; or for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate or transfer all or any part of its interest in the Common Area to any person, public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area. This delegation is for the limited purpose of allowing an Owner to assign this use to a tenant who might rent the residence located on the Lot, or should the Owner sell the Lot on Land Contract to a purchaser.

Section 3. **Liability Insurance.** For the protection of the Association, it will purchase and maintain liability insurance at the time Outlots A, B & C are conveyed to it. The initial amount of coverage shall be determined by the Owner-Developer.

## ARTICLE III

### USE RESTRICTIONS

1. USE: No lot within the Properties shall be used other than for residential purposes.
2. COMPLETION OF CONSTRUCTION: Any building constructed upon any lot within the Properties shall be completed within twelve (12) months after the commencement of construction.
3. WIRING: No wiring for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. No commercial radio or television tower shall be permitted upon any lot within the Properties. Radio and/or television antennas or satellite dishes for personal use may be located upon the Properties in accordance with 4 below.
4. APPROVAL OF PLANS: Owner-Developer shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be constructed upon any lot, in conformity with the general plan for development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner-Developer and shall show the design, size, and exterior material for the building or

improvement and the plot plan for the lot, including the proposed landscape plan. One set of plans shall be left on permanent file with the Owner-Developer. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner-Developer. Written approval or disapproval of the plans shall be given by the Owner-Developer within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Owner-Developer shall have the exclusive right to disapprove the plans, if in Owner-Developer's opinion, the plans do not conform to the general standard of development in the Properties. The Owner-Developer may transfer to Meadow View Estates Homeowners Association, Inc. all or part of Owner-Developer's rights pursuant to this paragraph.

The following shall be minimum standards for approval of all plans:

- a. There shall be no more than two buildings, including the main residence constructed upon any lot within the Properties except Lots 1, 2, and 3. Lots 1, 2 and 3 may have up to three buildings each, including the main residence on each Lot.
  - b. The enclosed finished area of each dwelling constructed upon Lots 1 through 61 shall not be less than 1,650 square feet on the main floor for a ranch style home, 1,850 square feet for both floors combined for a 1 ½ story home, and 2,150 square feet for both floors combined for a 2 story home. This minimum square footage may not be waived at any time for any reason. Basements, including daylight and walkout basements, are excluded from the computation for purposes of meeting this minimum square footage requirement.
  - c. No outbuilding shall be constructed larger than 1,600 square feet, nor shall such a building have length or width of more than 40 feet. All outbuildings shall have eaves and a pitched roof, and shall conform to the design and color of the residence.
  - d. All residential structures shall have an attached garage capable of holding a minimum of two full-sized vehicles on Lots 1 through 61.
  - e. No log cabin homes, dome homes, earthen homes, A-frame homes, or prefabricated homes shall be permitted.
5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.
  6. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
  7. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. There shall be no discharging of firearms within the Properties or the Commons. There shall be no non-operating, wrecked, junked, partially dismantled, unlicensed or unregistered vehicle kept or parked on any lot within the Properties unless such vehicle is kept or parked within an enclosed building.
  8. SIGNS: No advertising signs, billboards, or other advertising device shall be permitted on any lot within the Properties. However, Owner-Developer may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

9. **ANIMALS**: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the Properties for any commercial purpose. The only animals permitted shall be cats, dogs, and house pets kept for personal or family purposes. No farm animals, including but not limited to cattle, horses, swine, sheep, goats, or poultry shall be permitted on any lot within the Properties for any purpose.
10. **COMMON UTILITY LINES**: When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is titleholder of one of the adjoining lots shall have an easement for the maintenance, repair, and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expenses of maintenance, repair, or replacement of the utility line shall be borne equally by the members who are the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in the damage to the utility line.
11. **RECREATIONAL VEHICLES**: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
12. **HOMEOWNERS ASSOCIATION**: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit 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.
13. **MEMBERSHIP**: The Corporation shall have two classes of membership:
  - Class A membership shall include all members of the Association except the Owner-Developer 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 lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit.
  - Class B membership shall include only the Owner-Developer and any successor in interest. The Class B member shall be entitled to three votes for each lot or living unit in which the interest requisite for membership is held. 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.
14. **CONVEYANCE OF COMMONS**: Owner-Developer shall convey the Commons to the Association, prior to the conversion of Class B membership in the Corporation to Class A membership.
15. **USE OF COMMONS**: Each member of the Association shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
16. **RIGHTS IN COMMONS**: The rights and easements of the members of the Association shall be subject to:
  - a. The rights of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is continued in the notice of the special meeting.

- b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.
  - c. The right of the Association to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities adopted by the corporation.
  - d. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
  - e. 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 of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
  - f. The right of the Association to prohibit the use of gas or fuel powered recreational vehicles, including boats on the Commons except such vehicles being used for maintenance thereof.
  - g. The initial stocking of the lake shall be paid by the Owner-Developer and stocking thereafter shall be paid by the Association.
17. **MAINTENANCE OF COMMONS:** The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance, or improvement of the Commons, which will include but is not limited to, the lake located on Outlot A and the Dry Hydrant arrangement to be originally installed at the expense of the Owner-Developer, Meadow View Estates, Inc. Annual and special assessments shall be uniform as to each lot or living unit within the Properties, except assessments for the maintenance or improvement of the sanitary sewer treatment facility, which shall be allocated only to those lots which are able to be served by such facility. Each assessment shall be the personal obligation of the member who is, or was, the title holder of the lot or living unit assessed at the time of the assessment, shall bear interest at the rate of 14 percent per annum until paid, and when shown of records shall be a lien upon the lot or living unit assessed.

The Commons includes a lagoon-type sanitary sewer treatment facility which serves all of the Properties, except Lots 1 through 3. The Association shall maintain the lagoon in accordance with all applicable laws and regulations. The Association shall budget an adequate amount to pay for professional management of the system and provide for a build-up of reserves for capital improvements as may be recommended by the professional manager. Assessments for the maintenance, professional management, and establishment of reserves for capital improvements shall be made against lots 4 through 61, and any additional dwelling units which may be served; provided however, no assessment shall be made against Lots 1 through 3 for maintenance repair or replacement of the lagoon type sanitary sewer for the reason that Lots 1, 2 and 3 will have their own individual waste water treatment systems.

18. **MAINTENANCE OF LANDSCAPE SCREENS:** The Association covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed on Outlots A, B, & C as required by the City of Lincoln, Nebraska. Each member of the Association who is a title holder of a lot or living unit on a lot which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such members may be satisfied by the payment of annual and special assessments for the maintenance of the screen. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of such assessment,

shall bear interest at the rate of 14 percent interest per annum until paid and shall be a lien upon the lot assessed.

19. MAINTENANCE OF LAWNS: At such time as an occupancy permit is issued on a residence located within the Properties, the owner of such lot shall have twelve (12) months within which to establish a lawn that is at least 75% in area planted to a drought resistant grass species and each of such title owners shall be deemed to covenant to maintain such lawn in a drought resistant grass species.
20. MAINTENANCE OF EXTERIORS: The Association may maintain the exterior of any improvements within the Properties, excluding glass surfaces, and shall have the right to enter upon any lot within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.
21. LIENS OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the line of any mortgage placed upon the lot against which the assessment is levied.
22. ANNUAL AND SPECIAL ASSESSMENTS: Annual and special assessments, 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 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 a special assessment is contained in the notice of the special meeting. The Owners of Lots 1, 2 and 3 shall not be subject to any annual or special assessment and shall not have the right to vote on any matter involving annual or special assessments, unless the Owners of such lots consent in writing to such assessments.
23. ADDITIONS: The Owner-Developer may add additional contiguous or adjacent real estate to the Properties 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.
24. 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-Developer. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time; provided, however, that these covenants and restrictions shall not be permitted to terminate or lapse, nor shall the maintenance responsibilities and requirements be modified as to the common area, except as to the annual maintenance assessment, without the prior written consent of the City of Lincoln, Nebraska. In the event that the Association is dissolved, the members thereof shall remain jointly and severally liable for all costs of maintenance of the common areas. In the event that the maintenance obligations are not fulfilled, the City of Lincoln, may, at its option, perform such maintenance as it deems necessary and bill each of the members for the cost of the performance of such maintenance on an equal basis.

Any instrument amending, modifying, abrogating, or canceling these protective covenants pertaining to the structure, existence or financing of the Homeowner's Association must be approved by the City Attorney's Office in writing and recorded before it shall be effective.

25. ENFORCEMENTS: The enforcement of these Restrictive Covenants may be by proceeding at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Association, may be to enforce any lien or obligation created hereby.

26. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated this 5<sup>th</sup> day of October, 1999.

MEADOW VIEW ESTATES, INC.,  
a Corporation

By: Hubert H. Hall, Inc.  
President, Hubert H. Hall

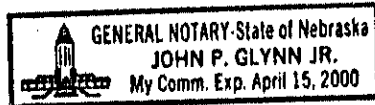
Approved as to form and legality:

Rich Peo  
Assistant City Attorney

STATE OF NEBRASKA    )  
                                  )ss  
COUNTY OF LANCASTER)

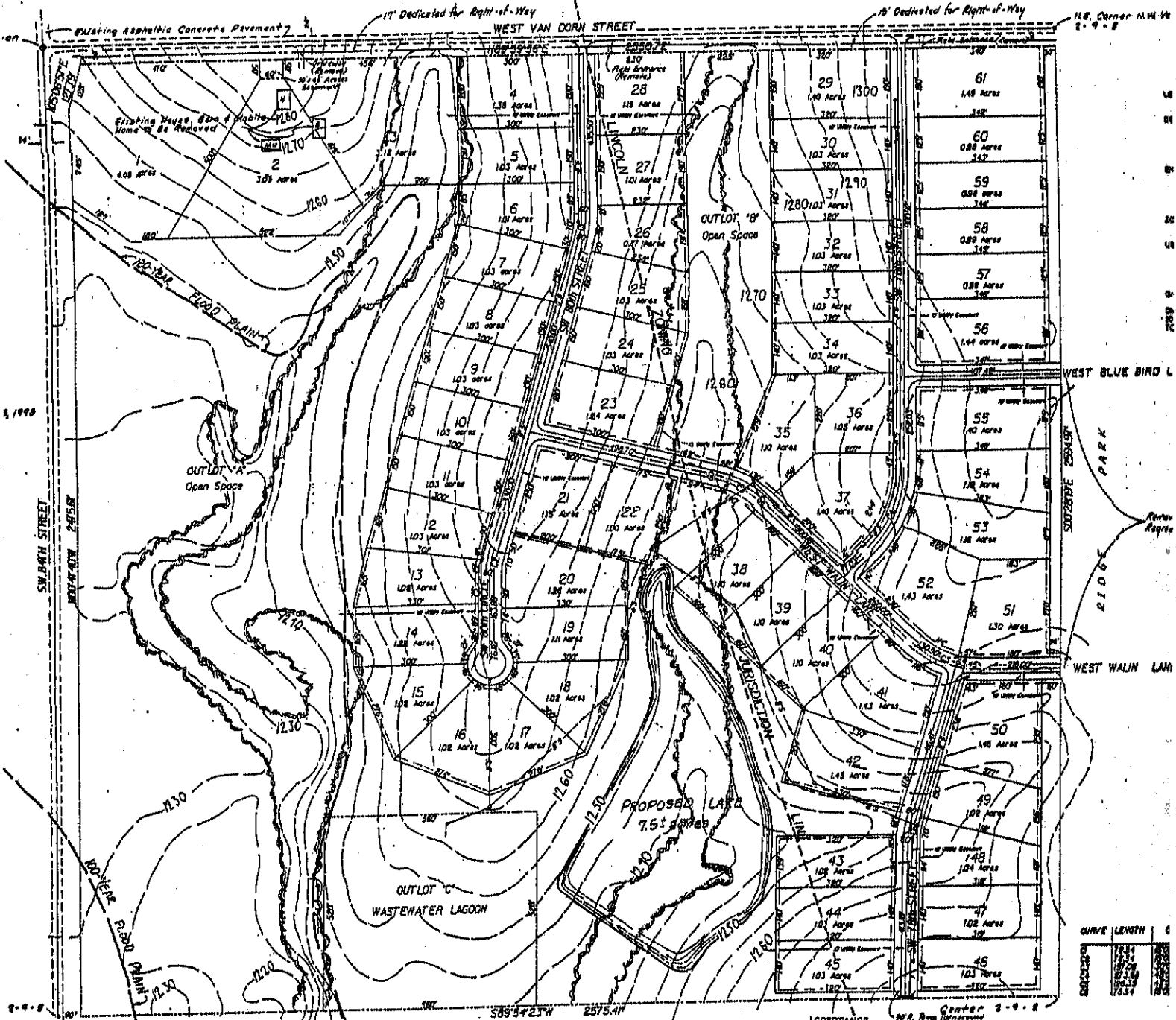
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 1999, by Hubert H. Hall, President of Meadow View Estates, Inc., a Nebraska corporation, on behalf of the Corporation.

My commission expires: April 15, 2000



John P. Glynn Jr.  
Notary Public





I certify that this survey was made by me or under my supervision and that I am a Licensed Surveyor under the laws of the State of Nebraska.



**APPROVAL**  
 The foregoing plat was approved by the Lincoln City-Lancaster County Planning Commission on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**ACCEPTANCE**  
 The foregoing plat and dedication was approved and accepted by the City Council of the City of Lincoln, Nebraska, by Ordinance No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**PRELIMINARY PLAT NO. 98025  
 COUNTY SPECIAL PERMIT NO. 162  
 SPECIAL PERMIT NO. 1741  
 MEADOW VIEW  
 W. VAN DORN & SW 84TH STREET**

*Exhibit "1"*