
Return To: Barry L. Hemmerling, JHHZ, 5640 S. 84th Street, Suite 100, Lincoln, NE 68516

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on this 7th day of April, 2015, 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 4, Block 1; Lots 1 through 3, Block 2; Lots 1 through 5, Block 3 and Lot 1, Block 4 and Outlots A, B and C, Meadow View 2nd Addition, Lancaster, County, Nebraska,

and,

WHEREAS, Meadow View 2nd Add 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 common area.

NOW THEREFORE, the undersigned 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 the Meadow View 2nd Add 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. The record Owners of all the Lots are collectively the Owners.

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, Meadow View 2nd Addition, Lancaster County, Nebraska and any additional outlots that the Owner may convey to the Association.

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 4, Block 1; Lots 1 through 3, Block 2; Lots 1 through 5, Block 3; and Lot 1, Block 4, Meadow View 2nd Addition, Lancaster, County, Nebraska.

Section 6. "OWNER-DEVELOPER" shall mean and refer to Oelling Development Co., 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 for 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 Bylaws of the Association, 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 any Outlot is conveyed to it. The initial amount of coverage shall be determined by the Owner-Developer.

ARTICLE III
USE RESTRICTIONS

Section 1 USE: No lot within the Properties shall be used other than for residential purposes.

Section 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.

Section 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 Section 4 below.

Section 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, its placement on the Lot, 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 2nd Add 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.
- b. The enclosed finished area of each dwelling shall not be less than 1,600 square feet on the main floor for a ranch style home, 1,800 square feet for both floors combined for a 1½-story home, and 2,100 square feet for both floors combined for a 2-story home. This minimum square footage may be waived by the Owner-Developer. 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, without the prior written approval of the Owner-Developer. 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 two full-sized vehicles.

e. No log cabin homes, dome homes, earthen homes, A-frame homes, or prefabricated homes shall be permitted.

f. No building shall exceed 30 feet in height as measured from the highest grade elevation near the building on the public street or roadway side.

g. All driveways from the garage attached to the residence shall be hard surfaced with either concrete or asphalt from the garage to the edge of the street or county road providing ingress and egress to and from the residence.

h. The front and any side of a dwelling must be faced with at least forty percent (40%) brick, stone veneer products or natural stone. The calculation determining percentage of coverage does not include windows, doors and garage doors.

Section 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, including setbacks.

Section 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.

Section 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 Common Area. 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 12. HOMEOWNERS ASSOCIATION: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot 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. Each Owner by acceptance of a deed to a Lot shall be deemed to covenant that, in the event the Association dissolves, such Owner shall remain jointly and severably liable along with all Owners for the cost of administering and maintaining the Common Area in the same manner as required of the Association under Section 17 below. In the event such 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 Owners may perform the required maintenance and assess each Lot and 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 equally allocated to the Owner of each Lot and shall be the personal obligation of each Owner who is the owner of the Lot at the time of assessment and shall be a lien upon the 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 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 Owner shall pay the 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.

Section 13. MEMBERSHIP: The Association 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 in which the interest requisite for membership is held, However, no more than one vote shall be cast with respect to any lot.

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 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.

Section 14. CONVEYANCE OF COMMON AREA: Owner-Developer shall convey the Common Area to the Association, prior to the conversion of Class B membership in the Corporation to Class A membership.

Section 15. USE OF COMMON AREA: Each member of the Association shall have the right to use and enjoy the Common Area and shall have an easement upon the Common Area for the use thereof, which shall be appurtenant to the interest requisite for membership. 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 Owners fail to perform said maintenance.

Section 16. RIGHTS IN COMMON AREA: 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 Common Area and to mortgage the Common Area, In the event of default, the mortgagee shall have the right, after taking possession of the Common Area, 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 Common Area 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 Common Area 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 Common Area 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 on the Common Area, except such vehicles being used for maintenance thereof.

g. The right of the City of Lincoln, Nebraska 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 Owners fail to perform said maintenance.

Section 17. MAINTENANCE OF COMMON AREA: 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 Common Area, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance, or improvement of the Common Area.

Annual and special assessments shall be uniform as to each lot within the Properties.

Each assessment shall be the personal obligation of the member who is, or was, the title holder of the lot 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 assessed.

The City of Lincoln, Nebraska has approved the final plat of Meadow View 2nd Addition upon the condition that the Common Area be maintained by the Owner-Developer on a continuous basis. The Association covenants and each member of the Association, by the acceptance of a deed to a Lot, shall be deemed to covenant to assume the obligations of the Owner-Developer to comply with the requirements of the final plat of Meadow View 2nd Addition regarding continuous and permit maintenance of the Common Area.

Section 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 any Outlot as required by the City of Lincoln, Nebraska, Each member of the Association who is a title holder of a lot on 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.

Section 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.

Section 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.

Section 21. WASTEWATER SYSTEM: Meadow View 2nd Addition, Lancaster County, Nebraska is served by a lagoon-type sanitary sewer treatment facility which serves all of the Properties. 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 in the same manner as and with the same terms and obligations as all other assessments.

Section 22. LIENS OF ASSESSMENTS: The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage or deed of trust placed upon the lot against which the assessment is levied.

Section 23. 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.

Section 24. ADDITIONS: The Owner-Developer may add additional contiguous or adjacent real estate to the Properties or the Common Area, 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.

SECTION 25. FUTURE DEVELOPMENT: Each Owner of a Lot acknowledges that the Properties are subject to future subdivision and additional future urban residential development as shown on the Meadow View 2nd Addition Community Unit Plan/City Special Permit No. 05003A and Lancaster County Special Permit No. 05004A when:

- a. the sanitary sewer and water mains have been extended to serve the Properties;
- b. the Properties have been annexed; and
- c. the Properties have been re-zoned to a district allowing for higher urban density.

The Owner of any Lot acknowledges that by acceptance of a deed to the Properties he/she will be responsible for all the future infrastructure costs associated with the annexation of the Properties into the City of Lincoln, specifically those outlined in the Meadow View 2nd Addition Community Unit Plan/City Special Permit No. 05003A and Lancaster County Special Permit No. 05004A, including special assessments assessed and levied against the Lots. In addition, each Owner of a Lot agrees that in the event a street abutting said Lot within the Properties is included within a street paving and/or ornamental lighting district, Owner shall, within 30 days upon the creation of the district, petition the City Council of the City of Lincoln to order the final construction of said street paving and/or ornamental lighting. In addition, each Owner

who accepts a deed to a Lot acknowledges that certain outlots shown and identified on Meadow View 2nd Addition Community Unit Plan/City Special Permit No. 05003A and Lancaster County Special Permit No. 05004A are reserved for Future Platting Urban Density and subject to future platting to a density to approximately 57 dwellings when:

- a. sanitary and water mains have been extended to serve the outlots;
- b. the outlots have been annexed; and
- c. the outlots have been re-zoned to a district allowing for higher urban density.

Section 26. 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.

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

Section 27. 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. In the event the Association dissolves, 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 Owner to pay the Owner's share of the City of Lincoln's cost to maintain the Common Area, or to foreclose upon the defaulting Owner's 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 Owner's Lot or waiving the lien securing the assessment.

Section 28. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated this 7th day of April, 2015.

OELLING DEVELOPMENT CO., a Nebraska Corporation

By: *Ronald L. Oelling*
Ronald L. Oelling, President

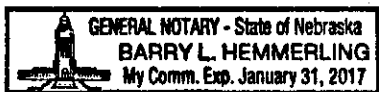
Approved as to form and legality:

Rick Reo
Assistant City Attorney
Lincoln, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On this 7th day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Ronald L. Oelling, known to me to be the President of Oelling Development Co., a Nebraska Corporation, and the identical person whose name is affixed to the above and foregoing Declaration of Covenants, Conditions and Restrictions and he acknowledged the same to be his voluntary act and deed on behalf of said Corporation.

WITNESS my hand and notarial seal the day and year last above written.



Barry Hemmerling
Notary Public