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mpc

RESTRICTIVE COVENANTS
PVN Homeowners Association
(Prairie Village North 13th Addition)

The undersigned ("Owner") is the developer of the following described real estate collectively referred to as "Properties":

Block 1, Lots 1, 2, 3, 4, 5, 6, 7, and 8, Prairie Village North 13th Addition, Lincoln, Lancaster County, Nebraska;

Outlot "A", Prairie Village North 13th Addition, Lincoln, Lancaster County, Nebraska;

Outlot "B", Prairie Village North 13th Addition, Lincoln, Lancaster County, Nebraska;

201501013

Chg Buy \$82.00

Existing Covenants

Restrictive Covenants have been established, which were recorded on March 27, 2015, as Instrument No. 2015-011382 covering the single family detached lots in the Prairie Village North 6th Addition and are referred to as the "Covenants".

Commons for the Properties shall be the areas designated for common ownership amongst owners of the Properties and is established as Commons for the Properties, provided the Owner or Corporation may designate certain common areas for certain membership classes.

Addition of Properties and Commons

Pursuant to paragraph 24 of the Covenants, Developer is exercising its right to add additional real estate to the Properties and Commons, as described in the Covenants. The 13th Addition Properties and Commons are hereby made subject to the Covenants.

Purpose of Restatement

The following Restrictive Covenants are intended to simply restate the existing Covenants which have been recorded against the Properties and make the 13th Addition Properties and the Commons subject to the terms, conditions and requirements of the Covenants.

Association

PVN Homeowners Association (“Corporation”) has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties, administering and maintaining the Commons, and providing services to its members.

These Restrictive Covenants are established upon the Properties.

1. **USE**: No lot within the Properties shall be used other than for residential purposes, which for the purposes of these Restrictive Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No lot within the Properties shall be used for any commercial use for childcare, daycare, preschool, or similar use, regardless of whether such commercial use has employees upon the premises.

2. **COMPLETION OF CONSTRUCTION**: Any dwelling constructed on any of the Properties shall be completed within twenty-four (24) months after commencement of construction. If no construction has been commenced upon a lot within the Properties within two (2) years after the conveyance of such lot by Owner, then Owner or its Assignee shall have the automatic right and option to repurchase such lot for the same purchase price paid to Owner. Such option of Owner or its Assignee to repurchase such a lot may be exercised by Owner at any time upon expiration of the two (2) year period and prior to the commencement of construction upon such lot.

3. **ANTENNAS**: No satellite dish, wiring or antennas for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such wiring, antenna, or satellite dish is enclosed within a structure. The only exceptions are:
 - a. A satellite dish, not to exceed thirty-six (36) inches in diameter, may be attached outside to the dwelling, but the dish must be screened so as to be as unobtrusive as is reasonably possible.
 - b. A low profile “over-the-air” television antenna may be attached to the exterior of the dwelling, but the antenna must be screened so as to be as unobtrusive as is reasonably possible.

4. GRADING AND PLAN APPROVAL: Owner or its assignees 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 or other improvement shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Owner shall also have the exclusive right to review and approve plans for all dwellings and improvements constructed within the Properties. Prior to constructing any improvements upon a lot within the Properties, the titleholder of the lot or their agent shall obtain the prior written approval of the Owner prior to commencing construction of the improvements.

5. DRAINAGE. All grading has been or shall be completed in compliance with the land subdivision ordinance of the Lincoln Municipal Code and has been or shall be inspected and approved by the City of Lincoln. Approved drainage patterns established by grading must be maintained permanently. Finish grading by the purchaser of a lot shall comply with the approved drainage pattern. If the purchaser of a lot changes the drainage pattern, purchaser shall be liable for all damages to the property or adjacent properties and shall be required to re-establish the approved drainage pattern.

6. EROSION CONTROLS. Lot owners shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the lot and prevent tracking of mud onto streets by construction vehicles.

- a. The adequacy of erosion control measures on a lot shall be subject to continual review during construction. Owner or Corporation shall have the right to require any lot owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting lots, sidewalks, or into any street or private roadway. If upon notice from Owner or Corporation to repair, maintain, or take additional measures to control erosion the lot owner of any lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Owner or Corporation may take such measures as may be necessary to control the erosion and charge the cost of the measures to the lot owner. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of sixteen percent (16%) per annum or the maximum rate allowed by law, whichever is less, until paid.
- b. Lot owner acknowledges that by acceptance of a deed to a lot, lot owner automatically assumes responsibility for continuing compliance with the NPDES SWPPP permit requirements relating to the lot, including, but not limited to, proper maintenance of erosion control structures in place. Prior to commencement of any construction activity on the lot, lot owner shall:
 - i. Submit an Individual Lot Notice of Intent (NOI) and Storm Water Pollution Prevention Plan for the lot to the City of Lincoln Building and Safety Department.

- ii. Provide Owner with a copy of said individual Lot NOI and SWPPP.
- c. Any liability associated with noncompliance of the NPDES SWPPP Permit or Individual Lot NOI and SWPPP relating to the lot after the date it has been transferred by Owner shall be the sole responsibility of lot owner and no responsibility shall accrue to Owner.

7. GENERAL STANDARDS FOR DWELLING STRUCTURES. The following general standards of development shall be followed for all dwelling structures constructed within the Properties. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Properties.

- a. Minimum Floor Area . The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks or enclosed decks, shall be as follows:
 - i. Single Story Ranch Style: 1200 sq. ft.
 - i. Two Story: 1550 sq. ft.
 - ii. One and One-Half Story: 1450 sq. ft.
 - iii. Townhouse: 1200 sq. ft.
- b. Setbacks. Setbacks of dwellings from the lot lines are established as follows:
 - i. Single Family Lots. Setbacks for dwellings from the lot lines are established as follows:
 - A. Interior Lots: 25 feet from the front lot line, 5 feet from the side lot line.
 - B. Corner Lots: 25 feet from the front lot line, 25 feet from the other street lot line, and 5 feet from the side lot line.
 - ii. Interior Lots: 25 feet from front lot line, 5 feet side lot line
 - iii. Corner Lots: 25 feet from front line and 25' from the side street side and 5 feet from side lot line.
 - iv. Townhouse Lots: Setbacks for dwellings from the lot lines shall be within the limits established by the Lincoln Zoning Ordinance.

Front line for corner lots to be determined by Developer. Developer shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

c. Exterior Finish.

- i. Approval. All exterior finish materials and colors shall be approved by the Owner at the time of plan approval. Exterior colors shall be of an earth tone shade.
- ii. Front Elevation. The front elevation of any dwelling shall be faced with a minimum of fifty percent (50%) brick or natural stone.

A minimum of 20% brick or stone is required on the exterior front of each dwelling or garage piers.

- iii. Exposed Foundation. The front elevation of any exposed foundation wall(s) shall be constructed or faced entirely with brick, natural stone or siding. The side elevation of any exposed foundation wall(s) shall not exceed an average of twenty-four inches (24"). Any foundation exposure in excess of 24 inches shall be brick veneered or have an approved facing and shall be painted to match siding

- iv. Roof Pitches and Materials. All roof pitches shall be a minimum of 5:12 or as may be dictated by a unique architectural style. Roofing materials shall be equal to or better than architectural grade material which provides an appearance of depth such as the horizon shingle with a minimum thirty (30) year warranty.

Heritage II of equivalent - No rolled roofing; no red shingles; no green three tabs, green laminated accepted.

- v. Solar Panels. Any active solar panels or active solar energy tiles shall be flush with the roof or side wall of a dwelling and shall not be located in any yard or upon any accessory structure.

- d. Garage. Any dwelling constructed upon any lot within the Properties shall include at least a two (2) car attached garage.

8. GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS. The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling.

- a. Fencing. Fencing (other than decorative garden fencing not exceeding 24 inches in height) shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be permitted on any lot.

- b. Accessory Structures. Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. All other accessory improvements such as swing sets and sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.

These structures shall not exceed 120 square feet, be more than 10 feet in height, and shall not be located in the front or side yard setback or within 5 feet of any lot line.

- c. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 5.0 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- d. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- e. Landscaping: All front, side and rear yard areas shall be seeded or sodded within six months after completion of any dwelling constructed within the Properties.

9. 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. Public sidewalks and street trees shall be installed by the purchaser during the construction of the dwelling as required by the City of Lincoln, Nebraska.

10. 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.

11. 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.

12. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties larger than 24 inches by 36 inches. However, Owner may erect signs of any size advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.

13. 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.

14. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored within the front yard of any lot within the Properties. Recreational vehicles that are in operating condition may be parked or stored within a rear yard of a lot in conformance with the Lincoln Zoning Ordinance.

15. CONSTRUCTION VEHICLES AND REFUSE SERVICE: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Owner shall also have the exclusive right to designate a single provider of refuse service within the Properties. The cost of the service shall be paid for by each member to the Corporation or may be paid directly to the designated refuse service provider. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Properties. The rights of the Owner under this paragraph to designate a refuse service provider may be assigned to the Corporation when residences shall have been placed or constructed upon all of the lots within the Properties and Owner no longer has any interest in any of the Properties.

16. TOWNHOUSE LOTS. For purposes of these Restrictive Covenants, Townhouse shall mean one of a group of not less than two attached, single-family dwellings designed and built as a single structure in which the individual townhouse may or may not be owned separately and each unit is on its own lot. In addition to the other covenants provided herein, the following provisions shall apply only to the Townhouse Lots:

- a. Party Walls. Each wall which is built as a part of the original construction of a dwelling within the Properties and placed on the dividing line between two adjoining lots shall constitute a party wall.

The cost of reasonable repair and maintenance of a party wall shall be shared by the titleholders of the Properties who make use of a party wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any titleholder of a lot who has used the wall may restore it. If any other titleholder subsequently makes use of the wall, they shall contribute to the cost of restoration in proportion to such use. Notwithstanding any other provision of this paragraph, a titleholder who by their negligence or willful acts or omissions causes the party wall to be destroyed, damaged or otherwise exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration.

The right of any titleholder to contribution from any other titleholder under this paragraph shall be appurtenant to the land and shall pass to such titleholder's successors in interest.

Should a dispute arise concerning a party wall under these Covenants, the parties are encouraged to resolve their dispute pursuant

to the Dispute Resolution Act, Neb. Rev. Stat. § 25-2901 to 25-2920 prior to filing a lawsuit. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the parties have utilized the Dispute Resolution Act.

- b. Encroachments. When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.
- c. Common Utility Lines. When any utility line shall be constructed on two or more adjoining lots with the Properties, each 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. Any expense of maintenance, repair, or replacement of the utility line shall be borne equally by the titleholder of such adjoining lots. The provisions of this paragraph shall not operate to relieve the titleholder from any liability which such titleholder may incur by reason of negligent or willful acts or omissions resulting in damage to the utility lines.

17. HOMEOWNERS ASSOCIATION: Every person or entity who owns a lot within the Properties shall be a member of the Corporation as provided herein. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

18. MANAGING AGENT. The Owner or the Corporation may contract for the performance of any of the Corporation's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Corporation. The fee charged by the Managing Agent shall be a common expense of the members.

19. MEMBERSHIP: The Corporation shall have two classes of membership:

- a. Class "A" membership shall include every person or entity, except Owner, who is or shall become a record owner of a fee or undivided fee interest in a Single Family Lot in the Prairie Village North 13th Addition. Membership rights shall commence when building improvement is completed on any developed lot or two (2) years from obtaining building permit, whichever occurs first. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one (1) vote for each lot.

- b. The Owner and any successor in interest shall become a Class “B” member of the Corporation upon creation of the Corporation. The Class B member shall be entitled to all rights and duties of members and to ten (10) votes for each lot. 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.

20. COMMONS AREA. Any areas designated by the Owner or the Corporation as Common Areas within the Prairie Village North 13th Addition to the City of Lincoln, Lancaster County, Nebraska shall be maintained as a Commons Area. The Owner or Corporation may designate certain Common Areas for certain membership classes of the Corporation.

- a. Conveyance of the Commons: Owner shall convey any Commons to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.
- b. Use of the Commons: Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
- c. Maintenance of the Commons. Every person or entity who is or shall become a record owner of a fee or undivided interest in the Prairie Village North 10th Addition shall be required to maintain the Commons Area and to pay for all associated expenses, including liability insurance.
- d. Rights in the Commons: The rights and easements of the members of the Corporation shall be subject to:
 - i. The right of the Corporation 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 within the Commons by the members, and to open the 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 contained in the notice of the special meeting.

- ii. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
- iii. The right of the Corporation 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.
- iv. The right of an abutting member of the Corporation to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Corporation.
- v. The right of the Corporation to charge reasonable admission and other fees for the use of the facilities.
- vi. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity.

21. MAINTENANCE OF LANDSCAPE SCREENS: Each member of the Corporation who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

22. CORPORATION RESPONSIBILITIES: The Corporation, after any assignment of this right from Owner, shall provide such services to its members as they may determine. These services and responsibilities of the Corporation may include, but are not limited to, the following:

- a. Maintenance of Commons. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, 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.
- b. Refuse Services. The Corporation may contract on behalf of each member for refuse collection services through a single designated provider. The cost of this service shall be paid for by the members directly to the designated provider as billed.

23. LIEN OF DUES AND ASSESSMENTS: The lien of any dues, refuse service charges, or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

24. ANNUAL ASSESSMENTS AND LIENS: Annual dues and special assessments, other than for capital improvements, may be levied by the Board of

Directors of the Corporation. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority 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 members shall pay annual dues and special assessments to the Corporation or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit for any dwelling. The amount of annual dues shall be based upon an estimate of the Corporation's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Corporation and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement. The payment of any dues or special assessments by or on behalf of any current legal titleholder is an acknowledgement and ACKNOWLEDGMENT of these Restrictive Covenants.

- a. Budgets. The Corporation or Managing Agent may prepare, and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Corporation currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.
- b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues, refuse service charges or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation, refuse service provider or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:
 - i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
 - ii. Late Charges: A late charge in an amount to be fixed by the Corporation to compensate the Corporation for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The

late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.

- iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
 - iv. Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;
 - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, beginning thirty (30) days after the assessment becomes due; and
 - vi. Other: Any other costs that the Corporation may incur in the process of collecting delinquent dues and assessments.
- c. Lien. The dues, refuse service charges, and assessments shall be the personal obligation of the member who is the owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.
 - d. Fines. The Corporation may create a schedule of fines for violation of Corporation rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

25. ADDITIONS: The Owner 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 Corporation. 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; provided the general standards set forth in paragraphs 7 and 8 may be reduced, increased or otherwise modified within any such addition.

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. 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. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

27. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings 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 Corporation, designated refuse service provider, or Owner, may be to enforce any lien or obligation created hereby.

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

Dated: June 10, 2015.

Starostka-Lewis, LLC, a Nebraska limited liability company

By: [Signature]
Mark A. Lewis, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 10th day of June, 2015, by Mark A. Lewis, Managing Member of Starostka-Lewis, LLC, a Nebraska limited liability company, on behalf of the company.



Julie Denton
Notary Public