

APPROVED
VERIFIED
BY MERRICK
(S.C. & NE)

306 MAR 15 PM 3 50

Bette L. Johnson
REGISTER OF DEEDS

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Declaration is made on the date hereinafter set forth by WDR Development Company, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant".

RECITALS:

WHEREAS, the plat of Lots 1 through 40, North Park Village Addition, Hershey, Lincoln County, Nebraska (the "Subdivision") has been or will be filed of record; and

WHEREAS, Lot 6 of the Subdivision has been or will be deeded to the Village of Hershey and shall be excluded from these covenants and from membership in the home owners' association; and

WHEREAS, Declarant is the owner of all of the lots in the Subdivision except Lot 6 (each of said lots except Lot 6 may be hereinafter referred to as "Lot" or collectively as "Lots"); and

WHEREAS, a home owners' association ("Association") will be created, the membership of which is and will be comprised of all owners of the Lots in the Subdivision, which members are collectively referred to as the "Members" or singly as a "Member"); and

WHEREAS, it is the intention of Declarant to provide for protective covenants to apply to all Lots in the Subdivision and for the Association to provide for enforcement of the same.

NOW, THEREFORE, Declarant hereby declares that all of the Lots in the Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the land and be binding upon any parties having any right, title, or interest in any Lot in the Subdivision or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Association's Obligations

Section 1. The Association shall be created by Declarant for the purpose of enforcing the protective covenants set forth herein and to take such other and further action as may be determined by the Association members to benefit the general good of the owners of Lots in the Subdivision.

ARTICLE II

Membership and Voting Rights

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Subdivision.

Section 2. The Association shall have two classes of voting membership:

- (a) Class A members shall be all owners of Lots (with the exception of Declarant as long as it is a Class B Member) within the Subdivision. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such

persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

- (b) The Class B member shall be the Declarant which shall be entitled to three votes for each Lot owned by Declarant in the Subdivision. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal or are greater than the total votes attributable to the Class B membership.

Section 3. The Association shall have a board of directors in accordance with its By-Laws and may create an executive board, architectural review board or any other boards or committees as it may deem necessary in order to administer these covenants.

ARTICLE III
Covenant for Assessments

Section 1. The Declarant, for each Lot owned within the Subdivision hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) assessments for the cost of repair or maintenance necessitated by the willful misconduct or negligence of that Lot owner. The assessments together with interest, costs, and reasonable attorneys fees for collection of the same shall be a charge on each Lot and shall be a continuing lien upon each Lot until paid. Each such assessment together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to one's successors in title unless it expressly assumed by them. However, it shall remain a lien on the Lot.

Section 2. The assessments levied by the Association will be payable by the Members on a pro rata basis as defined by the Articles of Incorporation and By-Laws of the Association. The assessment shall be used to pay, among other things, any real estate taxes, insurance premiums, maintenance or other charges relative to the ownership and maintenance of improvements, items necessary for the maintenance of the Association and the costs necessary to perform its obligations, including but not limited to, state and local fees and professional fees for services performed.

Section 3. The assessment procedure, voting procedures and other provisions with regard to governance of the Association shall be as more particularly set forth in the Articles of Incorporation and Bylaws of the Association, as may be amended from time to time.

Section 4. The lien assessment on each Lot is prior to all other liens and encumbrances except (a) liens and encumbrances recorded before the recording of this Declaration, (b) a first mortgage or deed of trust on the Lot recorded before the date on which the assessment sought to be enforced was levied and (c) liens for real estate taxes and other governmental assessments or charges against the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5. The Association may bring an action at law or in equity against the Lot owners personally obligated to pay assessment or foreclose the lien against the Lot owner's property. In such instance, interest costs and reasonable attorneys fees as allowed by law shall be added to the amount of such assessment.

ARTICLE IV
Further Protective Covenants

Section 1. In addition to the covenants provided above, all Lots in the Subdivision shall be subject to the further following protective covenants which are hereby accepted and approved:

- (a) No uses except as otherwise expressly set forth hereafter shall be made in or upon a Lot except a use necessary or incidental to a single family residence.
- (b) No fencing to the front of a residence shall be constructed. Back yard and side fencing shall not extend beyond the front construction of the house. Owners of Lots may construct chain link or other decorative fences or plant shrubbery for privacy and pet control on the rear Lot line or side Lot lines. Any shrubbery or ornamental hedge to the front shall not exceed three feet in height. No fence shall be constructed of barbed wire, woven wire or creosote treated material above ground or any unsightly material. No shrubbery or fences or any other improvements shall interfere with the drainage of storm water from the street along the side of each lot to the rear.
- (c) No Lots shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of trash, garbage, or other waste material shall be kept in a clean and sanitary condition and in compliance with all Village of Hershey requirements. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operation, but in no case longer than a period of eighteen months. No worn out or discarded automobiles, trucks, machinery or parts thereof shall be stored or allowed to remain on any Lot and no portion of any Lot shall be used for junk piles or the storage of any kind of junk or waste material.
- (d) No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All weeds grasses, or similar vegetation on said lots shall be kept mowed to a height not greater than 12 inches above the ground level and Lots must be orderly maintained. Each lot owner will maintain mowing to the edger of the hard surface road. All landscaping and construction of improvements shall be subject to the approval of the Association prior to installation or construction of the landscaping and improvements. All landscaping and improvements shall be constructed with a view toward maintaining the proper drainage of the Lots. There shall be no planting of Chinese, or hybrid Elm or Cottonwood trees, except Cottonwood trees that do not bear cotton.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that 2 dogs and/or 2 cats or other household pets may be kept when restrained; provided that they are not kept, bred, or maintained for any commercial purposes. No barns, chicken houses, hog houses or other buildings for the care and housing of animals shall be placed, maintained or used on any Lot.
- (f) Any detached structure incidental to the main dwelling must be identical in design and type of exterior roof and wall material. A maximum of 9 feet side walls and minimum 5/12 foot roof pitch is required.
- (g) All lots shall be landscaped in a manner appropriate to the general surroundings and nature of the area.
- (h) No structures shall be occupied until all exterior construction is complete, including hard surface driveway from the house to the street and permanent porches or stoops.

- (i) No structure of a temporary character, trailer, basement, tent, shack, camping unit or other outbuildings shall be brought on to, kept or maintained on the premises at any time, except buildings used as construction shacks by contractors shall be permitted during the period of construction. The dwelling construction shall be completed within one year from commencement.
- (j) Any exterior lighting installed on any new building or lot shall be either indirect or of such controlled focus and intensity so as not to be of disturbance to residents of adjacent property.
- (k) All homes will have an attached two car or larger garage. Driveways will be concrete and provide off-street parking for at least two cars.
- (l) All structures will comply with the requirements of the Village of Hershey and be subject to obtaining a building permit for construction. All building plans will first be submitted to the Association for approval before construction.
- (m) No sod, earth, sand, gravel or trees shall be removed to the injury of the value or appearance of any Lot; normal excavation for foundations and buildings and landscaping permitted. Excess dirt on Lot shall first be used for landscaping in the Subdivision. Any soil not used cannot be sold or removed, but shall be returned to the Declarant for future use in the area.
- (n) Setbacks of dwellings from the lot line shall be as required by the Village of Hershey zoning ordinance. No permanent improvements shall be constructed upon setbacks or easements except as are expressly approved by the Association. Declarant reserves the right to bring the rear of Lots to a pre-set grade that drains excess storm water away. Gas line easement is fifty feet wide as shown on the plat.
- (o) No mobile homes, trailers, trucks, camping trailers, boats or non-operative or unregistered motor vehicles (or any parts thereof) shall be stored or kept upon said premises, except that boats and camping trailers may be kept on said premises if they are kept or stored to the rear of the lot.
- (p) Buildings on the Lot shall be limited to (a) one single family residential building of not less than 1400 square feet on the main level, exclusive of open breeze ways, porches, and garages with an attached two car or larger garage (b) one detached garage (c) one storage building. Homes of two levels or split level shall have a minimum of 1,200 square feet on main level. No dwelling shall exceed two stories in height and no basement houses shall be allowed. Any detached garage shall have the same exterior and style as the residence. Provided, however, that a detached garage located on a Lot with a brick home shall be required to brick only the side facing the street and with a total of not more than 1,200 square feet. Any detached building to be used for storage shall be of not more than 150 square feet, and shall have an exterior that is matching or blending with the other buildings. The finished area above a garage shall not count toward the minimum square footage of the home.
- (q) No steel buildings or metal roofs, mobile homes, temporary homes, manufactured homes, pre-fab homes, log homes, pole buildings, "berm" homes, dome-shaped homes, manufactured or modular homes shall be permitted and all structures shall be constructed on a permanent foundation. All buildings shall be newly constructed and of wood or steel frame construction and be of good quality materials and in good workable manner, and in design conform with residential dwellings in the area.

- (r) No Lot or Lots shall be divided or split to create smaller building areas but may be replatted to provide larger building areas.
- (s) No sign of any kind or billboard shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period or a larger sign to be used by Declarant to advertise the Subdivision during the sales and construction period. Temporary signs advertising school, church or community functions and political elections are permitted as long as such signs do not exceed five square feet and remain in place no longer than 21 days.
- (t) All Lots shall be connected to Village of Hershey sanitary, sewer and water service. All utilities, including electric, telephone, natural gas and cable lines installed for service to any Lot shall be underground both in easement or street area and on the Lots.

ARTICLE V
General Provisions

Section 1. In addition to the remedies provided by Article III, the Association, or any Lot owner shall otherwise have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended at any time by an instrument signed by not less than 2/3rds of the Lot owners.

Section 4. This Agreement is subject to the further restrictions and covenants contained in the Articles of Incorporation, By-laws and other corporate documents of the Association and which may be hereafter promulgated by the members of the Association in conformance with this Declaration.

Section 5. Those covenants set forth in the recorded plat of the Subdivision are in addition to those covenants set forth herein. Declarant acknowledges the existence of said additional covenants, and that the Subdivision is subject thereto to the extent the same are still in full force and effect.

Section 6. These covenants shall be binding upon and inure to the benefit of the parties hereto and their successors, personal representatives, and assigns.

Dated this 8 day of March, 2006.

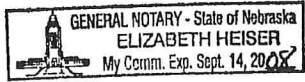
WDR Development ~~Company~~, L.L.C., a
Nebraska limited liability company

By: Willis D. Roethemeyer
Willis D. Roethemeyer, Member

STATE OF NEBRASKA)
) SS
COUNTY OF LINCOLN)

On this 8 day of March, 2006, before me the undersigned, a Notary Public, personally came Willis D. Roethemeyer, Member of WDR Development ~~Company~~ L.L.C., a Nebraska limited liability company, by me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be the voluntary act and deed of said Company.

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



Elizabeth Heiser
Notary Public

My Commission Expires: 9-14-08

REALMISC90MS0629AJM.DOC/6