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*Glenn J. Lawling*  
REGISTER OF DEEDS

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**DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
FOR HAWK RIDGE**

THIS DECLARATION, made on the date hereinafter set forth, is made by DONALD M. VERVAECKE and MARLEE L. VERVAECKE, Trustees of the DONALD M. VERVAECKE and MARLEE L. VERVAECKE family trust dated January 23 and 29, 2004 and HOME INVESTORS, INC. a Nebraska Corporation, herein collectively designated "Declarant".

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1 through 108, inclusive, in Hawk Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These covenants, conditions, easements, and restrictions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

**ARTICLE I  
DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

*R-R*  
*D.M. Vervaecke*  
*50100 SO 77th St*  
*Omaha, NE*

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B. "Properties" shall mean and refer to all of Lots 1 through 108, inclusive, in Hawk Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 1 through 108, inclusive, in Hawk Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Donald M. Vervaecke and Marlee L. Vervaecke, Trustees of the Donald M. Vervaecke and Marlee L. Vervaecke family trust dated January 23 and 29, 2004 and Home Investors, Inc. a Nebraska Corporation, and their successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dish, flag pole, solar collecting panel or equipment, tool shed, or other external improvement, above or below the surface of the ground, shall be built, erected, placed, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading or excavation be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues or other unobtrusive colors will be acceptable.

C. Except as specifically provided in this Declaration, the Declarant, through its Architectural Control Committee, shall have sole and absolute discretion in the approval or denial of permission to construct or place any dwelling and/or external improvements on any Lot within the Properties. The Declarant, through its Architectural Control Committee, specifically reserves the right to deny permission to construct or place any improvement which it determines will not conform to the general character, plan and outline for the development of the Properties.

D. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments

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and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

E. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 1 through 108, inclusive, in Hawk Ridge shall be subject to the following restrictions:

1. Each Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No commercial business activity of any kind shall be conducted on any Lot nor shall any other activity be permitted on any Lot which shall constitute a nuisance to the owner or owners of any other Lot within the Properties.

3. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements:

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Each split entry or multi-level dwelling unit shall contain no less than 1,350 square feet of Living Area above the basement level and exclusive of garage area.

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d. Other dwelling unit styles not described in a., b. and c. above shall be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Hawk Ridge in the opinion of the Architectural Control Committee.

e. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions:

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages at a minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed sides(s) to the eave of the structure on the same side (s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the rear or sides of every dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick being required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

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5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine which rear wall shall be applicable; however, in the case where a neighboring property has, in compliance with the covenants, established a fence to the adjoining property line, and that fence is nearer the street than either rear wall, the Architectural Control Committee shall have the discretion to allow the fence to be brought forward, only on that side of the property, to align with or adjoin to the neighboring fence. Fences shall be a minimum of four (4) feet and a maximum of six (6) feet high and shall be constructed only of wood, decorative iron, brick, stone, chainlink or vinyl and are subject to the approval of the Architectural Control Committee. Temporary or permanent wire, barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on a Lot or used as a residence, temporarily or permanently. No prefabricated dwelling or residential dwelling built elsewhere shall be moved onto or assembled on any Lot. No full or partial subterranean dwelling or log house shall be constructed or erected on any Lot. However, this prohibition shall not apply to new factory built panelized construction if approved by the Architectural Control Committee. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then-Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan or cause damage to neighboring buildings or Lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling

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except while in actual use. No non-retractable clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear or side yard of the dwelling, but in no case closer than (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type camper, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.

17. Small vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens shall be allowed only if approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

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19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant or its agents, in the development of Hawk Ridge or signs approved by the Architectural Control Committee.

20. All driveways shall be constructed of portland cement concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee.

22. The front, side and 20 Ft. rear yards of all Lots shall be sodded and/or landscaped. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and/or landscaped within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, on wind generating power equipment shall be allowed on the Lots. No antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion.

**ARTICLE IV OUTBUILDINGS  
ON LOTS 30-41**

Large outbuildings for the storage of automobiles, boats, camping trailers, other trailers, mobile homes, motorcycles, snowmobiles, trucks and other self-propelled vehicles shall be permitted within the rear fifty (50) feet of Lots 30 through 41 (except the portions thereof encumbered by easements or set back limitations), subject to the approval requirements and procedures set forth in Article II above. Any such outbuilding shall be deemed a "garage" for purposes of application of Article III. B. 12. thereto.

**ARTICLE V EASEMENTS  
AND LICENSES**

A. A perpetual license and easement is hereby reserved in favor of and granted to Qwest Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines and a 5' strip of land

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adjoining the front and side boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easements are granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lots lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then these lot line easements shall automatically terminate and become void as to such unused or abandoned easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE VI  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant 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.

B. The Covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. The Declarant or its assigns may amend this Declaration, in any manner it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 4 day of March, 2008.

DECLARANT:

Donald M. Vervaecke

Marlee L. Vervaecke

Donald M. Vervaecke and Marlee L. Vervaecke, Trustees of the Donald M. Vervaecke and Marlee L. Vervaecke Trust dated January 23 and 29, 2004



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HOME INVESTORS, INC., a Nebraska Corporation

By: *Harry Hall*  
Harry Hall, President

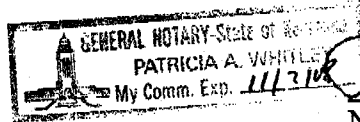
ATTEST:

*Mary J. Hill*  
Secretary

STATE OF NEBRASKA    )  
                                          ) ss.  
COUNTY OF SARPY    )

On this 4 day of March, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally came Donald M. Vervaecke and Marlee L. Vervaecke Trustees of the Donald M. Vervaecke and Marlee L. Vervaecke Family Trust dated January 23 and 29, 2004, personally known to me to be the identical persons who executed the above and foregoing Declaration who acknowledged the execution thereof to be their voluntary act and deed as such Trustees and the voluntary act and deed of the Trust.

Witness my hand and official seal the day and year last above written.



*Patricia A. Whittle*  
Notary Public

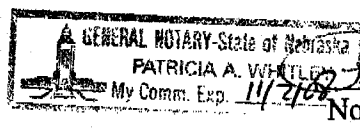
My commission expires: 11/2/08

2008-06753 I

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 4 day of March, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally came Harry Hall, President of Home Investors, Inc., a Nebraska Corporation, known to me to be the identical person who executed the above and foregoing Declaration who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the Corporation.

Witness my hand and official seal the day and year last above written.

 Patricia A. Whittle  
Notary Public

My commission expires: 11/2/08