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PATRICIA WEISINGER
REGISTER OF DEEDS

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR RAVEN'S NEST**

THIS DECLARATION, made on the date hereinafter set forth is made by Raven's Nest & Co., a Nebraska corporation; Donald W. Wolkins and Linda Wolkins; Lois L. Monk; James F. Ball and Stephanie J. Ball; Paul H. Kavulak and Kimberly A. Kavulak; David Dean Hughes and Kimbryle Ayn Hughes; James P. Harding and Mary S. Harding; Douglas Kaspar and Sharon Kaspar; Donald W. Eckles and Linda L. Eckles; Dean Simonson and Paula Simonson; Mark A. Masek and Candace D. Masek; Jerome Zachary Triemert and Kristin Heather Triemert; Rebecca Brandt, Gary Dunsdon, Sarah Dunsdon, and Barbara Dunsdon; Mark Andrew Still and Jamie Elisabeth Still; Neil Bruce Covington and Marci Lea Schaper Covington; Kyle Graves and Catherine Graves; and Ronald A. Sarno and Peggy L. Sarno, hereinafter collectively referred to as "Declarants":

Raven's Nest is a residential development comprised of Tax Lots 11 through 33 situated in Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska ("Raven's Nest Development"), as shown in Exhibit A (which is attached hereto and incorporated herein by this reference) and also comprised of a parcel of land situated in the West Half of the Southwest Quarter of Section 34, Township 13 North, Range 12 East of the 6th P.M., Cass County Nebraska, described as follows:

Beginning at the southwest corner of said Section 34; thence along the westerly line of said Southwest Quarter, North 00 degrees 16 minutes 12 seconds East, 30.00 feet; thence South 89 degrees 43 minutes 48 seconds East, 45.81 feet to the beginning of a curve, concave northwesterly, having a radius of 220.00 feet; thence northeasterly, along said curve, through a central angle of 28 degrees 30 minutes 47 seconds, 109.48 feet; thence North 61 degrees 45 minutes 25 seconds East, 449.11 feet; thence North 34 degrees 28 minutes 11 seconds East, 186.67 feet; thence North 58 degrees 45 minutes 09 seconds East, 285.14 feet; thence North 02 degrees 17 minutes 04 seconds East, 220.15 feet; thence South 89 degrees 47 minutes 58 seconds East, 285.98 feet to a point 132.00 feet normally distant westerly from the easterly line of said West Half of the Southwest Quarter; thence parallel with said easterly line, South 00 degrees 12 minutes 02 seconds West, 800.97 feet to a point on the southerly line of said Section 34; thence along said southerly line, North 89 degrees 26 minutes 11 seconds West, 1188.17 feet to the Point of Beginning,

as shown in Exhibit B (which is attached hereto and incorporated herein by this reference) (the "Monk Lot").

Tax Lots 11, 12, 32, and 33 were platted in Raven's Nest to include Lots 1 through 14, and Outlots A, B, C, and D, as shown in Exhibit C (which is attached hereto and incorporated herein by this reference).

Lots 1 through 5 and Outlot D in Raven's Nest were replatted in Raven's Nest Replat of Lots 1 thru 5 and Outlot D, as shown in Exhibit D (which is attached hereto and incorporated herein by this reference).

Tax Lots 14 through 17 and Tax Lots 29 through 31 were platted in Raven's Nest Two to include Lots 1 through 19, as shown in Exhibit E (which is attached hereto and incorporated herein by this reference).

Lots 16 and 18 in Raven's Nest Two were administratively replatted in Replat of Lots 16R & 18R, Raven's Nest Two, as shown in Exhibit F (which is attached hereto and incorporated herein by this reference).

Tax Lot 18 and Lot 19 in Raven's Nest Two were replatted in Replat of Tax Lot 18 & Lot 19 Raven's Nest Two, as shown in Exhibit G (which is attached hereto and incorporated herein by this reference).

Tax Lot 18 (as replatted) and a portion of Tax Lot 19 were platted in Raven's Nest-Three Subdivision to include Lots 1 through 4, as shown in Exhibit H (which is attached hereto and incorporated herein by this reference).

Lots 1 through 5 and Outlot D in Raven's Nest Replat and Lots 9 through 14 and Outlots A, B, and C in Raven's Nest were administratively replatted in Raven's Nest, Replat 2, as shown in Exhibit I (which is attached hereto and incorporated herein by this reference).

Lots 4 and 5 in Raven's Nest Two were administratively replatted in Replat of Lots 4R and 5R, as shown in Exhibit J (which is attached hereto and incorporated herein by this reference).

Raven's Nest & Co. and Don and Linda Wolkins (collectively, "Developers") may in the future elect to subdivide or replat a portion or all of the Lots or Tax Lots owned by them.

PRELIMINARY STATEMENT

The Declarants are the owners of certain real property located in Raven's Nest Development in Cass County, Nebraska as follows:

1. Raven's Nest & Co. is the owner of: (a) Lots 1, 2, and 4 in Raven's Nest-Three Subdivision; (b) a portion of Tax Lot 19; and (c) Tax Lots 20, 21, 22, 24, 25, and 28, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

2. Raven's Nest & Co., Donald W. Wolkins, and Linda Wolkins are the owners, in whole or in part, jointly or individually, of: (a) Lots 2, 3, 4, 6, 8, 9, 10, 12, 13, and 14 and Outlots A, B, and C in Raven's Nest, Replat 2; (b) Lots 2, 3, 4R, 5R, 7, 9, 10, 11, 15, and 18R in Raven's Nest Two;

3. Donald W. Wolkins and Linda Wolkins are the owners of: (a) Lot 1 in Raven's Nest, Replat 2; and (b) Lot 17 in Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

4. Lois L. Monk is the owner of the Monk Lot, as previously described above, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

5. James F. Ball and Stephanie J. Ball are the owners of Tax Lot 13, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

6. Paul H. Kavulak and Kimberly A. Kavulak are the owners of Tax Lot 26 and Tax Lot 27, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

7. David Dean Hughes and Kimberyle Ayn Hughes are the owners of Lot 5, Raven's Nest Replat 2, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

8. James P. Harding and Mary S. Harding are the owners of Lot 13, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

9. Douglas Kaspar and Sharon Kaspar are the owners of Lot 8, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

10. Donald W. Eckles and Linda L. Eckles are the owners of Lot 19, Replat of Tax Lot 18 & Lot 19 Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

11. Dean Simonson and Paula Simonson are the owners of Lot 16R, Replat of Lots 16 & 18, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

12. Mark A. Masek and Candace D. Masek are the owners of Tax Lot 23, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

13. Jerome Zachary Triemert and Kristin Heather Triemert are the owners of Lot 3, Raven's Nest-Three Subdivision, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

14. Rebecca Brandt, Gary Dunsdon, Sarah Dunsdon, and Barbara Dunsdon are the owners of Lot 1, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

15. Mark Andrew Still and Jamie Elisabeth Still are the owners of Lot 14, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

16. Neil Bruce Covington and Marci Lea Schaper Covington are the owners of Lot 11, Raven's Nest, Replat 2, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto;

17. Kyle Graves and Catherine Graves are the owners of Lot 7, Raven's Nest, Replat 2, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto; and

18. Ronald A. Sarno and Peggy L. Sarno are the owners of Lot 12, Raven's Nest Two, together with the duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests in any way appertaining thereto.

DEFINITIONS

The following definitions shall apply to such words and phrases as are used herein:

Amendment of Declaration shall mean any written instrument filed under the provisions of Article VII, section 3, which amends any of the CCRs set forth herein.

CCRs shall mean the covenants, conditions, restrictions and easements of Raven's Nest Development as recited herein or in any Amendment of Declaration.

Common Areas shall mean all dedicated and non-dedicated roads and those areas of land platted as Outlots, together with any additional areas of land declared to be Common Areas in any Supplemental Declaration filed pursuant to Article I of this Declaration, or in any resolution adopted by the Raven's Nest Homeowners Association. All Common Areas shall be devoted to the common use, benefit and enjoyment, including recreational purposes, of the Members and such other persons as may be permitted by the HOA from time to time.

Common Facilities shall mean all recreational facilities, including, but not limited to, swimming pools, tennis courts, health facilities, playgrounds or parks; pathways; sidewalks; dams; ponds; community wells; linear and/or hiking trails; signs; entrance monuments and gates for Raven's Nest Development, as well as any and all other facilities that are acquired, constructed, improved, maintained, operated, repaired or replaced by the Raven's Nest Homeowners Association for the common use, benefit and enjoyment, including recreational purposes, of the Members and such other persons as may be permitted by the HOA from time to time. Common Facilities may be situated on property owned or leased by the HOA or on private property subject to an easement in favor of the HOA. Nothing in this Declaration or any Amendment of Declaration shall be construed as requiring the acquisition or construction of any Common Facility.

Dwelling Unit shall mean any building located upon the Lots designed and intended for use as a single-family residence.

HOA shall mean the Raven's Nest Homeowners Association, a non-profit Nebraska corporation, which was incorporated to preserve the values and amenities in Raven's Nest Development and was assigned the powers of maintaining, and administering and enforcing the covenants, conditions, restrictions and easements of Raven's Nest Development, and collecting and disbursing any dues and assessments.

Lot shall mean each Tax Lot or platted Lot within the Property that is subject to this Declaration or any Supplemental Declaration.

Lot Owner shall mean the record owner of a fee simple title to all or any part of a Lot within the boundary lines of the Property. The purchaser of a Lot under a land contract or similar instrument shall be considered to be a Lot Owner for purposes of this Declaration or any Supplemental Declaration or Amendment of Declaration.

Member shall mean every person or entity that holds membership in the HOA.

Property shall mean all property described above, consisting of the property shown on Exhibits A through H, and/or any property subject to a Supplemental Declaration filed under the provisions of Article I.

Supplemental Declaration shall mean any written instrument filed under the provisions of Article I, which subjects additional real estate to this Declaration or an Amendment of Declaration.

ARTICLE I. AFTER-ACQUIRED PROPERTY

Developers reserve the right, without the consent or approval of any Lot Owner, to expand the property subject to this Declaration to include additional land, by filing in the Office of the Register of Deeds of Cass County, a written instrument duly executed by Developers, to the effect that such additional land is being subjected hereto. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, rights, benefits, privileges, easements, rights-of-way, tenements, hereditaments, appurtenances, and interests hereunder as though said additional property had been originally a part of the Property.

ARTICLE II.
RESTRICTIONS AND COVENANTS

The Declarants desire to provide for the preservation of the values and amenities of Raven's Nest Development, for the maintenance of the character and residential integrity of Raven's Nest Development, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Raven's Nest Development.

NOW, THEREFORE, the Declarants hereby declare that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the Lot Owners. These covenants, conditions, restrictions and easements are imposed upon and shall run with such Lots and Common Areas and shall be binding upon all parties having or acquiring any right, title or interest in the Common Areas and in each Lot, or any part thereof, as is more fully described herein. Provided, however, that the following restrictions, covenants, conditions and easements shall not apply to Lot 18R, except that the restrictions found in Article II, section 3 ("Hunting") and section 4 ("Firearms") and the easements found in Article IV, section 4 ("Easements Reserved") shall apply to Lot 18R. The Common Areas and each Lot, except for Lot 18R as hereinbefore provided, are and shall be subject to all and each of the following conditions and other terms:

1. Usage. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or portions thereof as may hereafter be conveyed or dedicated by Declarants, or their successors or assigns, for use in connection with a Common Facility or as a Common Area. Except for those Lots currently owned by Developers, no Lot may be further subdivided without the express written consent of the Developers. In the event Developers elect to subdivide or replat a portion or all of the Lots owned by them, all Lot Owners shall support the subdivision or replat application.

2. Prohibited Activities. Noxious or offensive activity shall not be permitted on any Lot. Offensive activity shall include, but not be limited to, anything that tends to create unsightly conditions or detract from the character of the neighborhood, such as: the repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles over a continuous time period in excess of forty-eight (48) hours; the parking, storage, or abandonment of junk vehicles; or the erection or placement of any unsightly object or nuisance. No Lot shall be used in any way or for any purpose that may endanger the health or unreasonably disturb the Lot Owners. This paragraph shall not apply to Developers' activities related to the completion of Raven's Nest Development infrastructure or the construction and maintenance of buildings, if any, during the construction and sale of the Lots.

3. Hunting. No person shall be permitted to hunt or trap deer, turkey, fowl or any other animals within the Property, including on Lot 18R, except that fishing is permitted with such licenses or permits as may be required by law. Nothing in this section 3 shall prevent the HOA or its designee(s) from euthanizing any animal as may be necessary to prevent suffering or the spread of disease, or from killing an animal that is a danger to or threatens the safety of the residents of the Development, including other animals and pets.

4. Firearms. No person shall use any firearm anywhere within the Property, including Lot 18R. For purposes of this section 4, the term "firearm" shall mean a gun, revolver, pistol, rifle, air rifle, air gun, pellet gun, hunting bow, crossbow, "wrist-rocket" or any other instrument of any kind, character or description likely to cause bodily harm which throws or propels a bullet, missile or other projectile by means of elastic force, air, or explosive substance. The term "firearm" shall not include low-velocity, single-shot, spring-loaded BB-guns, which guns may be used only for non-hunting purposes on Lots, but not on Common Areas or Common Facilities, so long as such use does not occur within one hundred feet (100') of a residence, trail, or road.

5. Businesses and Business Activities. No person shall construct a building or other structure on any Lot or Common Area for the purpose of conducting or maintaining a business. No Member or Lot Owner shall conduct or maintain a business in any Dwelling Unit within Raven's Nest Development, except that the Lot Owners may approve by a majority vote the establishment and maintenance of in-home licensed day-care facility/facilities for the Members of Raven's Nest Development and their families and relatives. This paragraph shall not apply to the maintenance of a home office so long as the presence of the home office does not result in traffic that is excessive or otherwise detracts from the residential character of Raven's Nest Development. This paragraph also shall not apply to Developers' activities related to the completion of Raven's Nest Development infrastructure and the sale of the Lots.
6. Temporary Structures. No structure of a temporary character, including, but not limited to, carports, trailers, tents, campers, shacks, barns, outbuildings or other buildings, shall be erected upon, used or moved to any Lot at any time for use as a residence or temporary residence. This paragraph shall not apply to enclosed outbuildings or storage sheds that are set on a foundation or are otherwise permanent in character, otherwise comply with the CCRs herein and have been specifically approved by the ACC for construction on a Lot so long as such structures are not used as residences or temporary residences.
7. Residential Structures. No residential structure, dwelling or building shall be moved from outside the Property to any Lot unless specifically approved by the ACC. No manufactured home, as that term is defined in Neb. Rev. Stat. § 71-4603(1), modular, or factory-built home is permitted. Geodesic domes and underground earth homes are not permitted, unless specifically approved by Declarants or the ACC for a specific Lot. Tax Lot 23 has been specifically approved for construction of an underground earth home. This paragraph is not intended to and shall not apply to log, timber frame, or cedar homes, including the use of insulated concrete forms (ICFs) and/or structural insulated panels (SIPs) in connection with such construction.
8. Storage of Materials and Building Machinery. No unused building materials, junk or rubbish, and no building, grading, excavating or similar machinery, or commercial vehicles shall be left exposed, maintained or stored on any Lot except during actual building construction or reconstruction/remodeling, and then only in as neat and inconspicuous a manner as possible.
9. Storage of Vehicles and Equipment. No boats, campers, trailers, recreational vehicles, mobile homes, aircraft, tractors, mowers or similar chattel shall be parked, maintained or stored on any part of a Lot (other than in an enclosed outbuilding or storage shed of permanent character), except that garden or lawn equipment may be parked temporarily during actual use. This paragraph shall not prevent a Lot Owner from parking a boat or unoccupied camper or similar recreational vehicle intended for immediate use on a Lot for a period not to exceed seventy-two (72) hours and a total of ten (10) days per year.
10. Crops/Gardens. Crops shall not be planted on any Lot in connection with a farming operation. Family or community gardens, orchards, or vineyards for private use are encouraged.
11. Refuse/Trash. No incinerator and trash burner shall be permitted on any Lot or Common Area. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, Common Area or Lot. Garbage and trash containers shall be kept completely screened from view, except for pick-up purposes, from every street, trail, Common Area, and all other Lots in the Property. Propane tanks shall be screened from view or placed away from street and trail frontages. This paragraph shall not apply to Developers' removal of dirt, trees or shrubs related to the completion of Raven's Nest Development's infrastructure, so long as such dirt, trees or shrubs are not deposited on Lots owned by persons other than Developers.

12. Animals/Pets. No livestock, fowl, poultry, or other animals used for agricultural purposes, including pot-bellied pigs, may be kept, housed or used anywhere in the Property. No animal may be kept, bred or raised for any commercial purpose in the Property. This paragraph shall not apply to household pets, including, but not limited to, dogs or cats, the number of which shall not exceed a total of four (4) per household, with such licenses or permits as may be required by law. All pets shall be reasonably confined or restrained so as not to create a nuisance or conditions hazardous to the animal(s) or others.

13. Signs/Billboards. No sign or billboard shall be erected or placed on any Lot, Common Area or Common Facility. This paragraph shall not apply to the following temporary signage:

- (a) Signage relating to the Developers' marketing, promotion and sale of Lots. No single such sign shall exceed a total area of sixty-four (64) square feet;
- (b) Signage advertising the sale or rental of Dwelling Units or Property within Raven's Nest Development. No single such sign shall exceed a total area of six (6) square feet. Such signage shall be removed within a reasonable time following sale or rental;
- (c) Signage advertising events held within Raven's Nest Development and posted by a Member. No single such sign shall exceed a total area of six (6) square feet. Such signage shall not create a nuisance or hazardous conditions along any road and shall be removed by the posting Member immediately upon conclusion of the event;
- (d) Signage relating to political contests. No single such sign shall exceed a total area of six (6) square feet. Such signage shall be removed by the Lot Owner immediately upon conclusion of the political contest and shall in no event be erected on any Common Area;
- (e) Signage related to construction activities during the actual construction of a Dwelling Unit. No single such sign shall exceed a total area of six (6) square feet. Such signage shall be removed by the Lot Owner immediately upon the conclusion of construction.

The HOA, its authorized agents or assigns, or any political subdivision may construct and maintain permanent signage relating to informational or safety matters, traffic regulation, road conditions or other matters deemed of importance to the HOA, including, but not limited to, speed limit signs, stop signs, "no trespassing" signs or "no hunting" signs, an entrance monument display and/or island as reasonably deemed acceptable by the HOA. Any signage erected pursuant to this section 13 shall not detract from the character or aesthetics of Raven's Nest Development.

14. Use of Common Areas/Common Facilities. The use of Common Areas and Common Facilities shall be subject to such rules and regulations as may be adopted from time to time by the HOA Board. Common Areas and Common Facilities shall not be used for any unlawful purpose. Use of All Terrain Vehicles ("ATVs") and other motorized vehicles shall be restricted to areas, if any, designated by the HOA Board, pursuant to such rules and regulations as may be adopted by the HOA Board from time to time. No Lot Owner, other than Developers, shall place any structure upon any Common Area without approval from the HOA Board.

15. Light Pollution. Light pollution shall be minimized. Residential exterior lighting shall not be installed on any Lot until such exterior lighting plan is reviewed and approved by the ACC. The ACC may disapprove of any exterior lighting plan that tends to create excessive light pollution. Exterior lighting shall either be indirect or of such a controlled focus and intensity as not to disturb the adjacent Lot Owners. The HOA Board shall review any exterior lighting to be installed on any Common Facilities or in any Common Areas, including, but not limited to, roads and trails.

16. Noise Pollution. Noise pollution from any source shall be minimized. In the event that ATVs are permitted on roads, the HOA Board shall control noise and nuisance therefrom by setting noise regulations and other riding regulations, including, but not limited to, the times ATV use is permitted, insurance requirements, litigation waivers, and the noise level permitted by each ATV.

17. Wells. Developers have elected to install wells for community use. Except for the Monk Lot, Tax Lot 13 and Tax Lot 23, which are currently serviced by existing private wells, all Lots shall be serviced by community wells. All Lot Owners not currently serviced by a private well shall be required to hook up to the community wells. Developers or the HOA Board may charge an initial hook-up fee and monthly usage fee for community well use. Except with respect to the existing wells located on the Monk Lot, Tax Lot 13 and Tax Lot 23, private wells shall not be permitted on any Lot unless specifically approved by Developers.

18. Sewer/Septic. Developers have elected to install community sewage treatment facilities for Lots in Raven's Nest and Raven's Nest Replat 2. Lot Owners in Raven's Nest and Raven's Nest Replat 2 shall connect to the community sewer facility and shall not be permitted to install a separate septic system. All other Lot Owners shall install septic systems. Septic system components shall be located away from water wells and lot lines and shall be constructed in accordance with all governmental requirements.

19. Other Utilities. Developers have elected to install underground telephone and electric power service lines. Hook-ups to and extensions of such lines shall be underground at the Lot Owner's expense.

20. Preservation of Trees. Trees shall be preserved whenever possible. Driveways, septic or propane tanks, and homes should be located in areas that minimize removal of trees. No live tree with a diameter greater than four inches (4") when measured four feet (4') from the ground shall be cut down or removed from any Lot without first obtaining the approval of the ACC. The ACC may permit the removal of live trees that conflict with the home, septic tank, or driveway site. Extensive tree trimming to enhance view corridors may be approved at the reasonable discretion of the ACC; provided, however, that ACC approval shall not be required for such pruning as may be performed to encourage tree growth or as may be necessary to preserve the health of the tree. Each Lot Owner shall plant six (6) trees on the owned Lot(s) within two (2) years of the completion of the construction of a residence. This requirement may be waived by the ACC.

21. Unauthorized Tree Removal. The HOA Board may elect to require any Lot Owner to secure a performance bond, cash bond, or escrow in the amount of \$10,000 payable to the HOA to insure that such Lot Owner does not cut down or otherwise destroy any live tree with a diameter greater than four (4) inches measured four feet from the ground. In the event of a violation of Article II, section 20 by a Lot Owner or his/her agents, such Lot Owner shall forfeit to the HOA the total amount of the bond or escrow amount provided. This provision shall not apply to such pruning as may be performed pursuant to Article II, section 20.

22. Construction and Design Covenants.

22.1 Setbacks for buildings shall be a minimum of eighty-three feet (83') from the front lot line, twenty-five feet (25') from side lot lines and twenty-five feet (25') from rear lot lines, except that Lots 1-5 in Raven's Nest Replat 2 shall have a building setback minimum of sixty-seven feet (67'), and Lots 6-8 in Raven's Nest Replat 2 shall have a building setback minimum of thirty-two feet (32').

22.2 One-story homes shall contain a minimum of 2,000 square feet above grade. Multi-story homes shall contain a minimum of 2,600 square feet in total for all floors above grade. Breezeways, garages, porches and decks shall not be included to fulfill the minimum square footage requirements. Basements (including walkout basements) and levels below grade shall not be included to fulfill the minimum square footage requirements.

22.3 A garage containing a minimum of three (3) indoor vehicle spaces shall be attached to each Dwelling Unit. The ACC may permit the construction of a detached garage containing additional spaces in accordance with the CCRs.

22.4 Driveways shall be constructed of asphalt, concrete, brick, pavers or other materials acceptable to the ACC.

22.5 Exposed foundations on the front of each Dwelling Unit shall be constructed or faced with siding, brick, simulated brick, stone or simulated stone. Foundation walls on the sides or rear of a Dwelling Unit that are exposed to public view shall be similarly covered, or the Lot Owner may elect to paint the side and rear foundations after back plaster has been applied. Brick form poured foundations may be painted without back plastering.

22.6 Dwelling Unit front facades shall be constructed or faced with brick, simulated brick, stone, simulated stone, stucco, simulated stucco or other masonry material as may be reasonably approved by the ACC. Lot Owners may use wood, fiber cement or other similar non-vinyl siding material on front facades as an accent material in accordance with architectural considerations or aesthetics.

22.7 Exterior masonry, siding and paint colors on all Dwelling Units and other buildings of a permanent character shall be of suitable shade, hue, and intensity so as to complement the character of Raven's Nest Development.

22.8 Roofing materials of all Dwelling Units and other buildings of a permanent character shall be covered with wood or asphalt shingles or other materials acceptable to the ACC, and color-coordinated with exterior siding materials and paint.

22.9 All fences shall complement the character of Raven's Nest Development, taking into consideration the fence's design, placement, and construction. Fencing materials should blend with the exterior of the home and the surroundings as a whole. Chain link fences covered with colored epoxy or other material are permitted but are not encouraged where such fence would be visible from any street, road or trail. Bare chain link fences are prohibited except where bare chain link is used in connection with a kennel or a kennel run so long as any such kennel or kennel run is screened from view or placed away from road and trail frontages.

22.10 Construction of the exterior of a Dwelling Unit and basic landscaping must be completed within twelve (12) months from the date the foundation was excavated. Interior construction and all other construction must be completed within eighteen (18) months from the date the foundation was excavated.

22.11 Approval of Existing Dwelling Units. Each Dwelling Unit constructed in part or in whole as of the date of this Declaration shall be and is deemed to be approved according to the terms and conditions set forth in this Article II, section 22.

23. Cass County, Nebraska Zoning Resolution No. 199-01. All Lot Owners shall be subject to the rules and regulations of Cass County, and amendments thereto as may be adopted from time to time. The County Zoning Ordinance, among other things, includes requirements for the Conservation Overlay District. The Property is within the limits of the Conservation Overlay District. In the event of conflicting requirements between the CCRs and said Cass County regulations, the more stringent of the two shall rule.

24. Covenants for Assessments.

24.1 **Creation of Lien and Personal Obligation.** For each Lot within the Property, except for those exempt under section 24.4, each Lot Owner by acceptance of a deed or by execution of a land contract therefore, whether or not it shall be so expressed in said deed or land contract, hereby covenants and agrees to pay to the HOA:

- (a) Annual assessments (dues); and
- (b) Special assessments for capital improvements approved by Developers or the HOA Board.

The annual and special assessments, together with interest thereon, costs and reasonable attorneys' fees where allowed by law, shall be the personal obligation of each Lot Owner at the time when the assessments first become due and payable. The annual and special assessments, together with interest thereon, costs and reasonable attorneys' fees where allowed by law, shall also be a charge and continuing lien upon the land against which each such assessment is made. The personal obligation for delinquent assessments shall not pass to any successors in title unless such assessments are expressly assumed by them and approved by the HOA Board, but all successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the HOA as to the amount of any unpaid assessments.

24.2 Purpose of Assessments. The assessments provided for hereunder shall be used exclusively for the purposes set forth in Article III, sections 11 & 12.

24.3 Effect of Non-payment of Assessments. Any assessment that is not paid when due shall be delinquent. In the event of such delinquency, the HOA Board may suspend the voting rights of the Lot Owner and/or the rights of the Lot Owner and members of Lot Owner's household to use the Common Areas or Common Facilities for any period during which any assessment against the Lot remains unpaid. Delinquent dues shall bear interest from the due date at the rate of 12% per annum, compounded annually. The HOA may bring an action against the Lot Owner personally, or may foreclose the lien against the Lot or Lots owned after a period of ninety (90) days has elapsed from and after the due date of the assessment, and may pursue any other legal or equitable remedy. In addition to any delinquent assessment, the HOA shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees, where allowed by law, incurred by the HOA with respect to such action. No Lot Owner may waive or otherwise escape liability for the assessment and lien provided for herein by non-use of Common Areas or Common Facilities or abandonment of the Lot. The mortgagee of any Lot shall have the right to cure the delinquency of a Lot Owner by payment of all sums due, plus interest, costs and fees. The HOA shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the HOA. Developers reserve to themselves or to the HOA Board the right to require any Lot Owner to secure a performance bond or an escrow account in the amount of \$5,000.00 payable to the HOA for the obligations arising under this Declaration or Amendment of Declaration to enforce the payment obligation and responsibilities of the Lot Owners as provided herein.

24.4 Exempt Lots. All Lots shall be subject to annual and special assessments except as follows:

- (a) Lots owned by Developers shall not be subject to any annual or special assessments until ten (10) years after the date of recordation of this Declaration.
- (b) Lot 18R shall not be subject to any annual or special assessments.
- (c) In order to encourage lower home density in the Development, Lot Owners who own more than one (1) Lot shall be liable for assessments as follows:
 - (i) Annual Assessments: 100% on the Lot containing the Dwelling Unit of the Lot Owner and 50% on each additional Lot owned; provided, however, that in the event a Dwelling Unit is constructed on any additional Lot, such additional Lot(s) shall then be subject to 100% of the Annual Assessment; and
 - (ii) Special Assessments: 100% on each Lot owned.

- (d) Lots conveyed to any political subdivision shall not be subject to any annual or special assessments. Lots will be classified as "exempt" on the date of the deed conveying fee simple title to such political subdivision.
- (e) Lots conveyed to the HOA shall not be subject to any annual or special assessments. Common Areas and Common Facilities that the HOA owns in fee simple are specifically exempt from assessments. Lots will be classified as "exempt" on the date of the deed conveying fee simple title to the HOA. Nothing in this section 24.4(e) shall be interpreted or construed as requiring or allowing a reduction (proportional or otherwise) in any assessment for any Lot upon or within which a Common Area or Common Facility is located.

Subsequent conveyances to a party or entity not qualified for exemption under this paragraph shall remove the exempt status for such Lot effective on the date of the deed conveying fee simple title to the Lot to a non-qualified person or entity.

24.5 **Subordination.** The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the assessment lien.

ARTICLE III.
HOMEOWNERS ASSOCIATION

1. The Association. Declarants have caused the incorporation of the Raven's Nest Homeowners Association, a Nebraska non-profit corporation, to preserve the values and amenities of Raven's Nest Development, to maintain the character and residential integrity of Raven's Nest Development, and to promote the health, safety, recreation, welfare and enjoyment of the Members. The HOA shall have the powers conferred upon non-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the HOA. The powers that are delegated and assigned to the HOA include, but are not limited to:

- (a) Participating in, managing, and overseeing the maintenance, operation, repair and upkeep of Common Areas or Common Facilities for the common use, benefit and enjoyment of the Members and such other persons as may be permitted by the HOA from time to time .
- (b) The administration and enforcement of the CCRs.
- (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Raven's Nest Development.

2. Purposes and Responsibilities of the HOA Board of Directors. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers or their agents and assigns, shall include, but shall not be limited to, the following:

- (a) The acquisition, construction, improvement, maintenance, repair, replacement, management, operation and administration of Common Areas and Common Facilities, and the enforcement of the rules and regulations relating thereto.
- (b) The fixing, levying, collecting, abating and enforcing of all dues and assessments made pursuant to the terms of this Declaration or Amendment of Declaration.

- (c) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Areas or Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Areas or Common Facilities to Members, their families, their guests, and/or by such other persons as may be permitted by the HOA from time to time.
- (d) The expenditure, commitment and payment of HOA funds to accomplish the purposes of the HOA including, but not limited to, payment for the purchase of insurance covering any Common Facility or Common Area against property damage and casualty, and the purchase of liability insurance coverage for the HOA, the HOA Board of Directors, and the Members.
- (e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the HOA as set forth in this Declaration or an Amendment of Declaration.
- (f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the HOA.
- (g) The deposit, investment and reinvestment of HOA funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (h) The timely payment of all real estate taxes on the Common Areas or Common Facilities that the HOA owns in fee simple.
- (i) The employment of professionals and consultants to advise and assist the Officers and HOA Board in the performance of their duties and responsibilities for the HOA.
- (j) The general administration and management of the HOA, and the care, maintenance, administration, management and operation of the Common Areas or Common Facilities, including, but not limited to, and the employment of individuals for such purposes.
- (k) The administration and enforcement of the CCRs.
- (l) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the HOA.

3. Mandatory Duties of HOA. The HOA shall maintain and repair the Common Areas and Common Facilities, including, but not limited to, the front gate, entrance monuments, islands, signs, dams, ponds, and other Common Facilities that have been constructed or installed by Developers or the HOA.

4. Assumption of Control. The HOA shall be entitled to assume control of the management, administration and operation of Raven's Nest Development at such time as the Developers have conveyed fee simple title to a majority of the Lots subject to this Declaration. Nothing in this paragraph shall prevent the Developers from granting control of the management, administration and operation of any phase within Raven's Nest Development to the HOA upon substantial completion of the infrastructure and development work within such phase.

5. Membership. Each Lot Owner is a Member of the HOA, whether such Lot Owner is one or more persons or entities. When more than one person holds an interest in any Lot, all such persons, including immediate family members currently living on-site, shall be Members in the HOA. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot. Ownership of a Lot shall be the sole qualification for membership. The foregoing is not intended to

include persons or entities that hold an interest solely as security for the performance of an obligation. Members shall be in good standing so long as all dues and assessments are paid in full when due and all rules and regulations of the HOA are obeyed.

6. Voting Rights. Each Lot Owner, if in good standing with the HOA, shall have one (1) vote. Developers shall have one (1) vote for each Lot owned. If a Lot Owner owns more than one (1) Lot, such Lot Owner shall be entitled to one (1) vote for each Lot that contains an occupied Dwelling Unit. When more than one (1) person or entity holds an interest in any Lot, their vote shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. Mortgagees and/or lien holders shall not have voting rights, but may elect to pay assessments to protect their security interest.

7. Imposition of Assessments. Subject to the exemptions set forth in Article II, section 24.4, the HOA Board may fix, levy and charge the Owner of each Lot with dues and assessments under the provisions of this Declaration or an Amendment of Declaration. Except as otherwise specifically provided, assessments and dues shall be fixed by Developers until such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development. Annual assessments shall be paid in one payment payable annually in advance. Special assessments may be paid in one, two, or four payments according to the reasonable financial circumstances of the Lot Owner, becoming due at reasonable intervals and times during the year, so long as all special assessments are paid in full before the end of the year in which such special assessment is levied.

8. Uniform Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots, except as provided in Article II, section 24.4.

9. Certificate as to Assessments. Developers or, after such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development, the HOA Board shall, upon written demand and for a reasonable fee, furnish a certificate signed by an officer of Developers or the HOA setting forth whether the dues and assessments on a specified Lot have been paid to the date of demand, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof.

10. Abatement of Assessments. Notwithstanding any other provision of this Declaration or any Amendment of Declaration, the Developers or, after such time as the HOA assumes full control of the operation, administration and management of Raven's Nest Development, the HOA Board, may abate all or part of the assessments and dues in respect of any Lot for the purpose of conveying or dedicating such Lot to the HOA for use as a Common Area or Common Facility.

11. Annual Assessments (Dues).

11.1 Developers or, after such time as the HOA assumes full control of the operation, administration and management of Raven's Nest Development, the HOA Board, shall establish each calendar year the amount of annual assessments as follows:

- (a) The initial assessment for a Lot for calendar year 2004 is set at \$480.00 and shall be payable in advance of such year, on May 1 and delinquent on May 31. Lot Owners who purchase a Lot after May 31 shall receive a prorated annual assessment only for the first year of ownership, payable in advance on the date of closing.
- (b) The annual assessment may be increased by 10% or less per annum at the reasonable discretion of Developers or, after such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development, the HOA Board. Such annual assessment shall not be increased by more than 10% per annum unless two-thirds (2/3) of the Lot Owners, voting in person or by proxy, approve such increase.

11.2 The amount of the annual assessment for each calendar year shall be fixed by Developers or the HOA Board before the end of the prior calendar year.

11.3 Annual assessments shall be used for:

- (a) the care, maintenance and repair of Common Areas;
- (b) the care, maintenance, repair, management and operation of Common Facilities;
- (c) the care, maintenance, repair and management of the dams and ponds;
- (d) snow removal;
- (e) obtaining insurance coverages upon all Common Areas and Common Facilities in which the HOA owns an interest, whether in fee simple or by easement; and
- (f) providing for the recreational needs of the Members.

11.4 Annual assessments shall not be used to defray the costs of the initial construction or development of the infrastructure of Raven's Nest Development.

12. Special Assessments. Developers or, after such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development, the HOA Board, may elect to fix and levy, in any year, a special assessment applicable to that year for any of the purposes set forth below. Special assessments shall not be used for the care, maintenance or repair of Common Areas or Common Facilities. The fixing of all special assessments shall be preceded by a meeting as set forth in Article III, section 13 and shall be established as follows:

12.1 All special assessments shall be fixed by the HOA Board, shall be based on need only and shall be used only for capital improvements and/or defraying the costs of the construction, acquisition, improvement or replacement of a Common Facility, or of the improvement or replacement of a Common Area, road or similar item. Special assessments shall not be used to defray the costs of the initial construction or development of the infrastructure of Raven's Nest Development.

12.2 All special assessments for capital improvements shall be established only after a vote of the Lot Owners according to the following minimum requirements:

- (a) By majority vote for special assessments in the range of One Dollar (\$1.00) to One Thousand Dollars (\$1,000.00).
- (b) By a two-thirds (2/3) vote for special assessments in the range of One Thousand, one Dollars (\$1,001.00) to Two Thousand Dollars (\$2,000.00).
- (c) By a three-fourths (3/4) vote for a special assessment in excess of Two Thousand Dollars (\$2,000.00).

13. Notice and Quorum Required. Written notice of any meeting called for the purpose of fixing a special assessment or increasing the annual assessment by more than 10% shall be delivered either personally or by mail, e-mail, or facsimile transmission to all Lot Owners not less than ten (10) days or more than thirty (30) days in advance of the meeting. At such meeting, the presence of two-thirds (2/3) of Lot Owners or their proxies entitled to cast votes shall constitute a quorum. No action respecting the fixing a special assessment or an increase of the annual assessment by more than 10% shall occur without the presence of a quorum at the meeting. If the required quorum is not present, another meeting may be called subject to the same notice provisions, and the required quorum at the subsequent meeting shall be one-half (1/2) of Lot Owners' or their proxies entitled to cast votes. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IV.
EASEMENTS

1. Lot Owners' Easements of Enjoyment. Each Member in good standing shall have a right and easement of enjoyment in and to the Common Areas and Common Facilities which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

1.1 The HOA Board may suspend the rights of use of Common Areas and Common Facilities by a Member for any period during which any assessment against the Member's Lot remains unpaid, or for a period not to exceed 365 days for any infraction of its published rules and regulations.

1.2 The HOA may dedicate or transfer all or any part of its interest in the roads or sidewalks, if any, of the Development, subject to any then-existing ingress and egress requirements, to any public agency, non-profit corporation (whose purpose is similar to those for which the HOA was formed) or any authority or utility for such purposes and subject to such conditions as may be agreed to by the HOA. No such dedication shall be effective unless two-thirds (2/3) of the Lot Owners entitled to vote, cast votes in favor of such dedication or transfer.

1.3 Developers and their successors and assigns, including the HOA, shall have the right to use Common Areas as they may deem necessary for the purpose of aiding in the construction and development of the unimproved lots or the infrastructure of Raven's Nest Development, except that such use may not interfere with the Lot Owners' use and reasonable access to the Common Areas, nor with their right of ingress or egress to their homes.

1.4 The right of the HOA upon a two-thirds (2/3) vote of the Lot Owners to borrow money from third parties or lending institutions for the purpose of acquiring, constructing, reconstructing, improving, repairing or replacing Common Areas and Common Facilities and to mortgage Common Areas.

1.5 The right of the HOA to limit the number of Lot Owners' guests on Common Areas or using Common Facilities.

1.6 The right of the HOA Board to establish or amend the rules and regulations governing the use of the Common Areas and Common Facilities for the welfare and good of all Lot Owners within the Property.

2. Delegation of Use. Any Lot Owner may delegate his/her right of enjoyment in and to the Common Areas and Common Facilities, together with any other right, license, privilege or easement conferred upon such Lot Owner by this Declaration or any Amendment of Declaration, to the members of his or her family, guests, or any contract purchasers who reside in a residence on the Lot.

3. Title to and Use of Common Areas and Common Facilities. Developers may convey to the HOA easements in or licenses to the Common Areas and Common Facilities. Developers may elect to convey, subject to the CCRs, their ownership interest in Common Areas and Common Facilities, if any, to the HOA after substantial completion of the development work has been completed in the Phase in which the Common Area or Common Facility is located. Declarants and Lot Owners shall convey to the HOA all easements reserved by Developers or the HOA; provided, however, that nothing herein shall prevent Declarants and Lot Owners, at their sole election, from conveying to the HOA title to property for the purpose of establishing Common Areas or Common Facilities.

4. Easements Reserved. The following licenses and easements are hereby reserved with respect to each Lot in the Property, excluding all Common Areas but not excluding Lot 18R:

4.1 **Road Easements.** A perpetual license and easement are hereby reserved in favor of Developers and their successors and assigns, including the HOA, for the construction, maintenance, repair or replacement of roads or streets within Raven's Nest Development.

4.2 **Trail Easements.** A perpetual license and easement are hereby reserved in favor of Developers and their successors and assigns, including the HOA, for the construction, maintenance, repair or replacement of walking or hiking trails within Raven's Nest Development. Subject to any easement expressly established by deed or other prior written agreement with Developers, the location of such hiking trails shall be established by Developers and their successors and assigns in consultation with Lot Owners to minimize interference with each Lot Owner's quiet enjoyment of the Lot, including, but not limited to, the siting and location of Lot Owner's residence.

4.3 **Utility, Water and Sewer Easements.** A perpetual license and easement, together with rights of ingress, egress, and other access thereto, are hereby reserved in favor of Developers, public and private utility companies, including but not limited to a public power or utility district, a telephone provider, and a cable television provider, and their respective successors and assigns, including the HOA, for the construction, maintenance, operation, repair or replacement of telephone, water, electric, sewer, cable and other utility lines or facilities in and under the Common Areas, roadways, streets, trails and Lots. Such license and easement shall not interfere with any driveway, sidewalk or structural element of any approved Dwelling Unit on any Lot.

4.3.1 While the utility easement herein granted is a blanket easement, the easement shall not, and is not intended to, interfere with the orderly development or quiet enjoyment of each Lot, and the grantees of the above-described easement agree to use only so much of the easement as is necessary for their purposes in order to maximize the build-able area of each Lot.

4.3.2 The grantees of the above-described easement further agree that subsequent to the construction of their respective improvements on any Lot, they shall reduce said blanket utility easement to a specific metes and bounds description setting forth the actual amount of the Lot used for said improvements. All Lot Owners and grantees of the above-described easement hereby covenant and agree to cooperate with the reduction of the blanket utility easement to a specific metes and bounds utility easement, to a width satisfactory at the sole discretion of Developers and their successors and assigns.

4.3.3 Each such grantee, by acceptance or use of this easement, shall be deemed to agree to restore the surface of the soil excavated or disturbed for any purposes hereunder to the original contour thereof as near as may be possible, and to repair or replace the surface of any lawns, landscaping, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be possible to their original condition, including proper compaction of disturbed soils, and re-seeding and repair or replacement of landscaping elements. Such restoration, repair or replacement shall be performed as soon as may be reasonably practicable.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

1. **Establishment and Appointments.** The Architectural Control Committee ("ACC") shall be comprised of three (3) persons appointed by the HOA Board and two (2) persons elected by the HOA. The appointments and elections shall occur pursuant to such rules and regulations as may be adopted from time to time by the Board of the HOA. If practical, one of the members should be an architect or other individual qualified to provide input and advice from an architectural/aesthetic point of view ("Qualified Individual"). Such Qualified Individual shall not be required to be a Lot Owner. HOA Board members may serve as members of the ACC. Members of the ACC shall serve two-year terms and may be re-appointed or re-elected immediately following the completion of any term. Any member may be dismissed by the HOA Board for neglect of his/her duties and obligations or repeated refusal to fairly apply the covenants and restrictions contained in this Declaration or any Amendment of Declaration.

2. Powers and Responsibilities. The ACC is charged with maintaining the character and aesthetic integrity of Raven's Nest Development. The ACC shall exercise its reasonable judgment to see that improvements on Lots within the Property conform to and harmonize with existing surroundings and structures. The ACC shall have all the powers and duties necessary and appropriate to accomplish the purposes and administer the responsibilities of the ACC as set forth in this Article and as determined from time to time by the HOA Board. No responsibility, liability or obligation shall be assumed by or imposed upon the ACC by virtue of the authority granted to the ACC in this Article, or as a result of any act or failure to act by the ACC with respect to any plan submission and review or resubmission.

3. ACC Review Required. ACC review shall be required for all phases of initial construction for each Dwelling Unit, including, but not limited to, site planning, grading, excavation, septic tank location, lift pump location, propane tank location, general construction, landscaping and exterior lighting plan. ACC review shall be required for all subsequent improvements to a Dwelling Unit or Lot involving the construction or erection of a structure of a permanent nature, including, but not limited to, a workshop, storage shed, swimming pool, pool house, carriage house, or fence (except for an invisible or underground fence).

3.1.1 ACC review shall not be required for any other subsequent improvement to a Dwelling Unit or Lot unless such improvement will be visible from a street or road. Painting or staining for touch-up or repair purposes shall not be subject to ACC review and approval.

3.1.2 In the event that ACC review is required, Lot Owners shall submit a full set of plans and/or specifications to the ACC with respect to the planned construction or improvement. Plans and specifications shall be presented on a suitable scale drawing and shall include all elements pertinent to the planned construction. The ACC shall review and evaluate such plans for compliance with the covenants contained in Article II, sections 7, 11, 15, 18, 20, 21, and 22.

4. Review Process. After submission of plans and specifications by the Lot Owner, the ACC shall have fourteen (14) days to review and approve or reject such plans. The ACC shall meet in person to review all submissions, and a quorum of at least sixty percent (60%) of the members of the ACC must be present in person to conduct business. So long as a quorum is present in person, other members may participate by electronic means. A majority vote of the ACC is required for approval of proposed improvements. Notice of approval or rejection by the ACC shall be in writing. At the election of the ACC or at the request of the Lot Owner, the ACC may advise Lot Owner in writing of changes necessary to obtain approval.

5. Tree Removal. Any Lot Owner wishing to remove live trees exceeding the four-inch (4") minimum, as set forth in Article II, section 20, shall submit a site plan ("Tree Removal Plan"), including the location of affected tree(s) and, if applicable, the location of the structure or Improvement that is proposed to be constructed. Reasons for requesting tree removal shall be included. The ACC shall have fourteen (14) days to review and approve or reject such site plan. A majority vote of the ACC is required for removal of live trees. Notice of approval or rejection by the ACC shall be in writing. At the election of the ACC or at the request of the Lot Owner, the ACC may advise Lot Owner in writing of changes necessary to obtain approval.

6. Review and Resubmission Process. In case of rejection by the ACC of any Improvement or Tree Removal plan, a Lot Owner is entitled to a hearing with the ACC. Following or in lieu of such meeting, a Lot Owner may redesign and resubmit such plans until approval is given, or Lot Owner may present the ACC, pursuant to Article VII, section 5, with a written request for a variance from the covenants contained in Article II, sections 7, 11, 15, 18, 20, 21, and 22. Such written request shall set forth in detail the nature of the variance sought, the affected covenants and the reason(s) for seeking the variance. Within fourteen (14) days of receiving the variance request, the ACC shall review the request and, upon a majority vote, submit its recommendation to the HOA Board.

7. Records of Reviews. The ACC shall keep records of all reviews conducted and all actions taken. The ACC shall provide a report once annually to the HOA and/or the HOA Board of all such reviews and actions.

ARTICLE VI.
INSURANCE

1. Coverage to Be Obtained. The HOA shall obtain and maintain in effect property damage and casualty insurance (including "contents coverage") for all Common Areas and Common Facilities in amounts equivalent to the full replacement costs for improvements, but in no event shall such limits be less than One Million Dollars (\$1,000,000) per occurrence. The HOA shall obtain and maintain in effect liability insurance in such limits as determined by the HOA Board, but in no event shall such limits be less than One Million Dollars (\$1,000,000.00) per occurrence. Such liability insurance coverage is specifically intended to cover and include, without limitation, all Common Areas and Common Facilities, including all Common Facilities located on private property and in which an easement has been granted in favor of the HOA. The HOA shall also obtain workers' compensation coverage as needed and such other coverage as may be determined by the HOA Board.

2. Liability of HOA Board. The HOA Board shall not be liable to any party upon the amount of insurance coverage obtained in settlement of the insurance claim or the application of the insurance proceeds, except in the event of loss arising from the HOA Board's gross negligence or willful misconduct.

3. Insurance for Directors. The HOA may elect to provide insurance coverage for members of the HOA Board against litigation from Lot Owners or third parties.

ARTICLE VII.
GENERAL PROVISIONS

1. Duration. The CCRs of this Declaration or any Amendment of Declaration shall inure to the benefit of the HOA and any Lot Owner or his/her heirs, successors, and assigns, and run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded.

2. Enforcement. Developers or, after such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development, the HOA or the HOA Board shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, covenants and easements now or hereafter imposed by the provisions of this Declaration or any Amendment of Declaration, either to prevent or restrain any violation or to recover damages and/or fines for such violation. Failure to enforce any covenant, condition, restriction or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Amendments. The CCRs may be amended by the Developers, or their designees in writing, in any manner they shall determine in their full and absolute discretion, until such time as the Developers have conveyed fee simple title to a majority of the Lots subject to this Declaration. Thereafter, the CCRs may be amended by an instrument signed by the owners of two-thirds (2/3) of the Lots subject to this Declaration or any Supplemental Declaration.

4. Waiver. After such time as the HOA assumes full control of the management, administration and operation of Raven's Nest Development and by written consent of two-thirds (2/3) of the Lot Owners, any or all of the CCRs, except for those covenants contained in Article II, sections 7, 11, 15, 18, 20, 21, and 22, may be waived for any Lot, in any manner, for such a time period, and on such conditions, if any, which said Lot Owners may determine in their full and absolute discretion after a hearing on the request for a waiver and after considering the benefits and detriments which the waiver may have on Raven's Nest Development and the person requesting the waiver. Lot Owners' decision on any requested waiver shall be final and there shall be no right of appeal of Lot Owners' decision. No responsibility, liability or obligation shall be assumed by or imposed upon Lot Owners by virtue of the

authority granted to Lot Owners in this paragraph, or as a result of any act or failure to act by Lot Owners with respect to any requested waiver.

5. Variances. A Lot Owner may request a variance from the covenants contained in Article II, sections 7, 11, 15, 18, 20, 21, and 22 of this Declaration. Except with respect to the minimum set-back requirements contained in Article II, section 22.1, all variance requests shall initially be presented to the ACC as set forth in Article V, section 6 above. No later than fourteen (14) days after hearing the Lot Owner's variance request and reviewing the recommendation of the ACC, the HOA Board shall inform the Lot Owner of its decision with respect to the requested variance. The HOA Board may elect to grant a variance for good cause shown or if the ACC is shown to have applied the covenants in an arbitrary and capricious manner. Variance requests relating to minimum set-back requirements, as set forth in Article II, section 22.1, shall be presented only to the HOA Board and may be granted for cause shown. Each request for a variance from the CCRs shall be considered on its own merits. All decisions of the HOA Board shall be final and there shall be no right of appeal of the decisions. No responsibility, liability or obligation shall be assumed by or imposed upon the HOA Board by virtue of the authority granted to them in this paragraph, or as a result of any act or failure to act by them with respect to any requested variance.

6. Extension. The CCRs, or any of them, contained in this Declaration or any Amendment of Declaration may be extended or renewed for additional terms, each term not to exceed twenty years, upon a majority vote of the Lot Owners. Any such extension or renewal shall inure to the benefit of the HOA and any Lot Owner or his/her heirs, successors, and assigns, shall run with all Lots and Property subject to this Declaration or any Supplemental Declaration and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof as previously set forth herein.

7. Termination. The CCRs, or any of them, contained in this Declaration or any Amendment of Declaration shall automatically terminate after the expiration of the initial thirty- (30) year term provided for herein unless otherwise extended or renewed. After the expiration of the initial thirty- (30) year term, Lot Owners may elect upon a three-fourths (3/4) vote to terminate the CCRs, or any of them, prior to the expiration of any extended or renewed term adopted in accordance with Article VII, section 6 above.

8. Notices. Any notice provided to any Lot Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, e-mailed, or faxed to the Lot Owner at the address, e-mail address, or facsimile number information contained in the records of the HOA.

9. Severability. Invalidation of any covenant or restriction by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

10. Complete and Integrated Agreement. This Agreement and the Exhibits attached hereto contain the entire agreement and understanding of the Declarants with respect to the subject matter hereof, and supersede all previous agreements or negotiations of the subject matter herein, whether written or oral, recorded or unrecorded.

11. Counterparts. This Declaration may be executed in counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Declarants have caused these covenants, conditions, restrictions, and easements to be executed as follows: