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REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 341 PAGE 309
OF 62 INST# 377

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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
WOLF LAKES ESTATES

THESE DECLARATIONS are made on the date shown on the close of this instrument by the signatory hereto who is described as Declarant,

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

- a. Wolf Lakes Estates, a subdivision as surveyed and platted in a part of Sections 16, 21, and 22, Township 17 North, Range 6 East of the Sixth P.M., Saunders County, Nebraska, consisting of Lots 1 through 37, inclusive, Outlots A, B, and C, and the access roads adjacent thereto, the Plat thereof having been filed of record in the office of the Saunders County Register of Deeds on or about April 22, 1997, and indexed in Book 3, at Page 502, in the Book of Plats of said office; and,
- b. Wolf Lakes Estates First Addition, a subdivision as surveyed and platted in a part of Sections 16, 21, and 22, Township 17 North, Range 6 East of the Sixth P.M., Saunders County, Nebraska, consisting of Lots 38 through 61, inclusive, and the access roads adjacent thereto, the Plat thereof having been filed of record in the office of the Saunders County Register of Deeds on or about April 13, 2001, and indexed at Book 4, Page 191, in the Book of Plats of said office;

WHEREAS, Declarant desires to make the above described real estate, and all appurtenances located thereon or which may be located thereon in the future, to be within the jurisdiction of this Declaration and subject to the covenants and restrictions herein set forth, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the above described real estate, for the maintenance of the residential character of the above described real estate, and for the maintenance of the common areas of the above described real estate for the use and enjoyment of the residents of the above described real estate, and,

WHEREAS, Wolf Lakes Estates Homeowners Association has been incorporated pursuant to Articles of Incorporation as a non-profit corporation of the State of Nebraska, the purposes of the Wolf Lakes Estates Homeowners Association being to provide a means for the construction, maintenance, repair, improvement, replacement, and management of the areas owned by Wolf Lakes Estates Homeowners Association, together with all improvements located thereon, and,

WHEREAS, that area owned by Wolf Lakes Estates Homeowners Association is an area of common usage for the owners and/or lessees of the above described platted real estate,

NOW, THEREFORE, Declarant hereby declares that all of the above described real estate shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of owning the above described real estate, or any portion thereof, and for the enjoyment of the residents of the above described real estate. These restrictions, covenants, conditions, and easements shall run with all of the real estate located in the above described real estate, and all appurtenances located thereon, and shall be binding on all parties having any right, title or interest in the above described real estate, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1.01 "Association" shall mean and refer to the WOLF LAKES ESTATES HOMEOWNERS ASSOCIATION, a Nebraska Non-Profit Corporation, its successors and assigns.

Section 1.02. "Common Area" shall mean and refer to all real estate and personal property owned by Wolf Lakes Homeowners Association and any appurtenances thereto.

Section 1.03. "Declarant", whether one or more, shall mean and refer to WOLF SAND AND GRAVEL COMPANY, a Nebraska Corporation, its successors, and assigns.

Section 1.04. "Easements" shall mean and refer to those areas so designated on the Plats of Property and of record with the Saunders County Register of Deeds.

Section 1.05. "Lot" shall mean and refer to any part or parcel of Property as surveyed and platted. For purposes of these Declarations, Outlot A shall be considered a part of Lot 6, Outlot B shall be considered a part of Lot 7, Outlot C shall be considered a part of Lot 8.

Section 1.06. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.07 "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 1.08. "Property" shall mean and refer to the following described real estate, and all appurtenances located thereon, to-wit:

- a. Wolf Lakes Estates, a subdivision as surveyed and platted in a part of Sections 16, 21, and 22, Township 17 North, Range 6 East of the Sixth P.M., Saunders County, Nebraska, consisting of Lots 1 through 37, inclusive, of Wolf Lakes Estates and Outlots A, B, and C, the Plat thereof having been filed of record in the office of the Saunders County Register of Deeds on or about April 22, 1997, and indexed in Book 3, at Page 502, in the Book of Plats of said office; and,
- b. Wolf Lakes Estates, a subdivision as surveyed and platted in a part of Sections 16, 21, and 22, Township 17 North, Range 6 East of the Sixth P.M., Saunders County, Nebraska, consisting of Lots 38 through 61, inclusive, of Wolf Lakes Estates First Addition, the Plat thereof having been filed of record in the office of the Saunders County Register of Deeds on or about April 13, 2001, and indexed at Book 4, Page 191, in the Book of Plats of said office.

Section 1.09. "Wolf" shall mean Wolf Sand and Gravel Corporation, a Nebraska Corporation, and its successors and assigns.

ARTICLE II.
WOLF LAKES ESTATES HOMEOWNERS ASSOCIATION

Section 2.01. Every Owner of a Lot within Property shall be a Member of the Association. Membership shall be appurtenant to and shall not be separate from membership of any Lot. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the Owners of Lots within Property, including, but not limited to the following:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of streets, easements, and common areas for the general use, benefit and enjoyment of the Owners.
- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the common area, or any portion thereof, not inconsistent with this Declaration, provided always that such rules and regulations are uniformly applicable to all Owners. The rules and regulations may permit or restrict the

use of the common area by Owners and their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the common areas.

- (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Property, and the protection and maintenance of the residential character of Property.
- (d) All powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and any amendments thereto, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the association not inconsistent with this Declaration.

ARTICLE III. **EASEMENTS**

Section 3.01. A perpetual license and easement is hereby reserved in favor of Declarant and granted to any entity which has been granted a franchise to provide utilities, including cable television, to Property, or any portion thereof, to erect, operate, maintain, repair and replace said utilities on, through, under and across all areas on Property indicated as Easements. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement areas but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Section 3.02. Declarant grants each Owner of a Lot a revocable easement to install a dock in the lake in front of Owner's Lot after the dock plans, and the location of dock, have been approved by Declarant.

ARTICLE IV. **ACCESS**

Section 4.01. The Declarant, Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing construction, reconstruction, surveying, maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Declarant and Association is hereby granted a specific easement for such purposes.

Section 4.02. Nothing contained herein shall prohibit to any Owner the right of ingress and egress over the roads, to include the dedicated roads, and the roads created by easement, owned by Declarant and/or its successors or assigns, to include, but not be limited to, the Association, to the Owner's Lot.

ARTICLE V. **ARCHITECTURAL CONTROL**

Section 5.01. Declarant shall have the exclusive right to establish grades and slopes for all Lots within Property, to fix the grade at which any buildings shall be constructed upon any Lot, in conformity with the general plan for the development of Property, and to designate the location of any boat dock for any Lot. Plans for any buildings or other improvements to be placed or constructed upon any Lot within Property shall be submitted to the Declarant and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot, including the proposed landscape plan, and the location of the boat dock. One set of plans shall be left on permanent file with the Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Declarant and shown of record. Written approval or disapproval of the plans shall be given by the Declarant within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's opinion, the plans do not conform to the general standard of development in Property.

Section 5.02. Declarant may assess a fee for the review of plans, which shall be paid by the Owner submitting plans for approval. The Declarant shall adopt a fee schedule for the review of plans, which may be amended from time to time by Declarant as Declarant deems necessary or appropriate. No submission for approval of plans will be considered until the designated fee has been paid. Such fee shall be commensurate with the cost of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 5.03. The approval of plans for any landscaping, building or other improvement to be placed or constructed on any Lot within Property, or for any other matter requiring prior approval, should

not be deemed a waiver of the right to withhold approval of any similar plans subsequently submitted for approval.

Section 5.04. No Owner or other person or persons shall have any right to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed plans. No responsibility, liability or obligation shall be assumed by or imposed upon the Declarant by virtue of the authority granted to it in this Article, or as a result of any act or failure to act with respect to any proposed plans. The Declarant shall not be liable to any Owner or to any other person for any damage suffered or claimed on account of any act or omission which occurs in connection with review, approval, or disapproval of plans, so long as the persons involved acted in good faith on the basis of information they then possessed.

Section 5.05. Upon approval of plans for any landscaping, building, or other improvements to be placed or constructed on any Lot within Property, or for any matter requiring prior approval of Declarant, the Owner of the Lot shall deposit with Declarant a \$500.00 deposit to insure that the Lot upon which construction of the improvement is occurring shall, during the improvement period, maintain the Lot in a reasonably clean condition, including a porta-potty facility and the collection of construction debris in an adequate dumpster. Upon completion of the construction of improvement, Declarant shall refund to the owner of the Lot the aforementioned deposit of \$500.00 less any expense incurred by Declarant in enforcing this provision.

Section 5.06. Design proposals for construction of a residence upon a Lot must be submitted to Declarant within two (2) years of the date that the Lot was purchased by Owner.

ARTICLE VI. **MINIMUM STANDARDS FOR APPROVAL OF PLANS**

Section 6.01. All Lots in Property shall be used exclusively for single family residential purposes, EXCEPT as provided herein. There shall be no more than one building, which shall be the main residence, constructed upon any Lot within Property, EXCEPT as follows:

- (a) Outbuildings may be constructed on Lots 1 through 14, inclusive, provided that the construction thereof has the prior written approval of Declarant;
- (b) If Declarant determines not to make Lots 41 and 57 large enough for single family residential purposes, Declarant may utilize one or both of said Lots for the placement thereon of a non-residential structure.

Section 6.02. A one (1) story single family residence shall contain at least 1,450 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio.

Section 6.03. A multi story single family residence shall contain at least 1,250 square feet of floor area on the first floor exclusive of basement, garage, and other attached accessory floor area, i.e. deck/patio and at least 500 square feet of floor area on the second floor.

Section 6.04. The square footage of any other style of single family residence shall be subject to the approval of Declarant.

Section 6.05. Each single family residential structure shall have an attached garage containing not less than two nor more than three car stalls. Each car stall shall be a minimum of 10 feet by 21 feet. Garages containing more than three car stalls for single family residential dwellings shall be subject to the approval of Declarant.

Section 6.06. No dome homes, earthen homes, A-frame type homes, prefabricated homes, house trailers, single wide or double wide, mobile homes, shall be permitted on any Lot in Property, provided, however, that new factory built modular housing may be permitted if approved by Declarant.

Section 6.07. All buildings in Property shall have, as a minimum, a 6/12 pitch roof and heritage type asphalt shingles upon the roof of each building.

Section 6.08. All exposed foundation walls facing any street or road must be constructed of or faced with brick or other material consistent with the overall design of Property. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick or other material consistent with the overall design of the Property.

Section 6.9 No wood decks or steps shall be permitted on the front side of any residential structure constructed on Property.

Section 6.10. All buildings within Property shall be constructed in conformity with the requirements of the applicable building codes of Saunders County, Nebraska. If not already required by Saunders County, Nebraska, all septic systems upon a Lot shall be installed by a plumber licensed by the State of Nebraska pursuant to applicable standards of the State of Nebraska and all potable water wells upon a Lot shall be installed by a licensed well driller pursuant to applicable standards of the State of Nebraska.

Section 6.11. At present, there presently exists single family residential structures on Lots 1, 2, 11, 15 through 37, 45, and 58 in Property. Said structures may not be in compliance with all of the Sections of Article VI hereof. Said non-conforming structures may continue to be so utilized subject to the condition that should the structure located upon a Lot be destroyed or damaged to an extent exceeding fifty (50%) percent of its fair market value immediately prior to said damage, then said structure shall be reconstructed so as to be in compliance with all of the terms and conditions of this Declaration.

ARTICLE VII **GENERAL RESTRICTIONS AND OTHER PROVISIONS**

Section 7.01. Every Owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

- (a) Any Lot upon which there is not presently a single family residence, which hereafter is sold to a Class A Member, the Owner thereof shall construct upon said Lot a single family residence within five (5) years of the date of purchase. If the Owner of an undeveloped Lot, within said five (5) year period, receives a bonafide offer to purchase Owner's undeveloped Lot, then Declarant shall have the right to purchase the Lot from Owner for the original purchase price plus two percent (2%) per annum from the date of the purchase of Lot from Declarant. At least thirty (30) days prior to closing, the Owner of Lot shall notify Declarant in writing that Owner has received a purchase offer. All written notices to Declarant pursuant to this Section shall be provided by Certified Mail to Declarant at P. O. Box 600, North Bend, Nebraska 68649. Declarant shall then have thirty (30) days to notify the Owner of Lot whether Declarant's option to purchase will be exercised. If the owner of the Lot does not receive a response from Declarant within thirty (30) days, it may be assumed that Declarant has chosen not to exercise the option to purchase.
- (b) No Lot within Property shall be subdivided or combined with an abutting Lot without there being first obtained by the Owner thereof the prior written consent of Declarant.
- (c) No livestock, reptiles, or poultry of any kind, which shall include, but not be limited to cattle, swine, sheep, goats, horses, snakes, or fowl, shall be raised or kept on any Lot in Property.
- (d) No noxious, offensive, or illegal activity shall be carried on upon Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the residents of Property.
- (e) No trailer, recreational vehicle, tent, shack, barn, or other outbuildings shall be constructed or placed upon a Lot to be used for human habitation, either temporarily or permanently, except a tent may be used for a limited time for recreational purposes.
- (f) All garbage, refuse containers, and/or incinerators or trash burners, or other unsightly objects, shall be housed or shielded from public view by a building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.
- (g) Any interior damage to a residence located on a Lot shall be promptly reconstructed or removed in a timely manner, but no later than within ninety days after the date of occurrence of the damage.
- (h) All improvements located upon a Lot shall, at all times, be kept in good condition and repair, the state of repair to be determined by Declarant, its successors or assigns.
- (i) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in Property, EXCEPT the O'Neill Hunting Club, at present, an unincorporated Association, its members and guests, shall be permitted to hunt, via means of shotguns only, on Lots 59, 60, and 61, and that portion of the common area of

the Association located immediately to the east of said Lots to the east boundary line of the Association's real estate. Hunting will be done pursuant to applicable Statutes of the State of Nebraska and Rules and Regulations of the Nebraska Game and Parks Commission.

- (j) All rubbish, trash and garbage shall be promptly removed from any Lot.
- (k) All residential dwelling units shall be equipped with address numerals, which conspicuously identify the address of the dwelling unit.
- (l) Motor vehicles or trailers of any kind or type without current license plates shall not be parked or stored on any Lot other than in a completely enclosed building.
- (m) Each Owner of a Lot shall provide their own liability insurance policy for their respective Lot with a minimum total coverage of \$1,000,000.00 per occurrence.
- (n) No Owner of any Lot may alter the exterior of the residence located upon said Owner's Lot from the original construction thereof to include, but not be limited to, siding, color of roofing materials, gutters, doors, front yard landscaping, lawn, brick, light fixtures, foundations, driveways, or sidewalks, without the written approval of Declarant, its successors or assigns.
- (o) No mini bikes, go carts, snowmobiles, or other similar vehicles, except not more than two all terrain vehicles, shall be operated on any Lot.
- (p) There shall be only one basketball pole and hoop per Lot.
- (q) All pets of Owners of Lots, as permitted by the rules and regulations of the Association, must be kept in the inside of the residence located upon a Lot, unless said pet is on a leash, under control of the Owner, and there shall be no outside pens or kennels for pets allowed on any Lot.
- (r) There shall be no advertising sign other than a "for rent" or "for sale" sign permitted on any Lot, provided that said "for rent" or "for sale" sign shall be no larger than four square feet in area.
- (s) No residence located on a Lot within Property shall be utilized for any commercial or home occupation use.
- (t) All garage doors on the residences located upon the Lots will remain closed when the garage is not in use.
- (u) There shall be permitted one retractable clothes line in the rear yard of each Lot, not to exceed twenty feet in length.
- (v) All other improvements on all Lots in Property, including, but not limited to, fences, hedges, and trees, must, prior to their erection or planting, be approved by Declarant, and if so approved, shall, at all times, be kept in good condition and repair, said condition and repair to be determined by Declarant.

ARTICLE VIII
RESERVED RIGHTS OF DECLARANT

Section 8.01. Nothing contained herein shall limit the Declarant's right to:

- (a) Further develop and/or subdivide adjacent property owned by Declarant into a residential subdivisions;
- (b) Complete excavation, grading and construction of improvements to and on any portion of adjacent property owned by Declarant;
- (c) Alter its excavation, grading and construction plans and designs within Property;
- (d) Construct such additional improvements within Property as Declarant deems advisable;
- (e) At Declarant's sole discretion, transfer all or any part of Declarant's rights pursuant to this Declaration to the Association.

ARTICLE IX
MISCELLANEOUS

Section 9.01. In the event a Member fails to maintain a Lot according to these covenants or according to maintenance standards adopted by Declarant, the Declarant, through its agents, may, but shall not be required to, enter upon the Lot and take such action as is necessary to place the Lot in conformity with these covenants and applicable standards adopted by Declarant. Prior to entering a Lot to perform such maintenance, Declarant shall provide the member with written notice, which shall specify the required action and time in which it must be completed. If a member fails to comply and the Declarant performs such action, the Declarant may access the cost thereof against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest on per annum basis until paid at the rate of fourteen (14%) per cent per annum.

Section 9.02. The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions covenants, reservations, liens and charges now or hereafter imposed by any provision of this Declaration. Failure of the Declarant, Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.03. The Declarant, Association, or any person entitled to enforce any of the terms hereof who obtains a judgment or decree in an action brought to enforce any of the provisions hereof, shall, to the extent permitted by law, be entitled to recover reasonable fees of attorneys and other professionals and all expenses incurred or anticipated to be incurred in enforcing these covenants or any other rules or regulations adopted by the Declarant or Association with regard to the Property.

Section 9.04. Neither the Declarant nor the Association shall be liable to any person for damages arising out of the enforcement or non-enforcement of these covenants. The failure to enforce any of the covenants shall not be deemed a waiver to the right to subsequently do so.

Section 9.05. Invalidation of any one or more of these covenants or restrictions, by judgment or Court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 9.06. These Declarations, except for Section 7.01 (i), may be amended at any time during the initial twenty (20) year term hereafter by an instrument signed by the Owners of not less than eighty-five (85%) percent of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots then covered by these Declarations. Section 7.01 (i), may be amended at anytime by an instrument signed by the Owners of not less than ninety-five (95%) of the Lots then covered by these Declarations. Any amendment to these Declarations shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 9.07. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

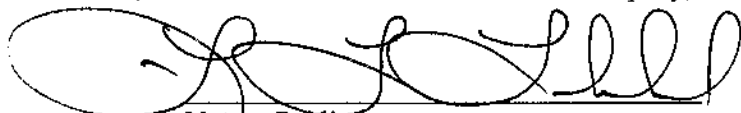
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions this 24th day of April, 2006.

WOLF SAND AND GRAVEL COMPANY,
a Nebraska Corporation

BY: Robert E. Wolf
Robert E. Wolf, Its President

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 24th day of April, 2006, by Robert E. Wolf, President of Wolf Sand and Gravel Company, a Nebraska Corporation, Declarant.



Notary Public

