

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS  
FOR BRICKYARD HILL THIRD ADDITION LOCATED IN DODGE COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth by Brickyard Hill, LLC, a Nebraska Limited Liability Company, hereinafter referred to as the "Declarant".

The Declarant is the owner of the real property located in Dodge County, Nebraska, and described as follows:

Lots 1-10, Block 1 located in Brickyard Hill Third Addition, a subdivision as surveyed, platted and recorded in Dodge County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and residential integrity of the Lots.

NOW THEREFORE, the Declarant hereby declares 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. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as in more fully described herein. The Lots and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with Common Facility or as a park or school.

A. The single family dwelling referred to above shall have minimum square footage as follows: a single story shall have minimum of 1,500 square feet; a story and one-half shall have a minimum of 1,400 square feet on the main floor and 600 square feet on the second floor; and a two story shall have a minimum of 2,200 square feet. The above square footage is exclusive of the basement and garage and means finished habitable space.

- B. Each residence shall have a minimum of a 2 car attached garage.
  - C. Any outbuilding constructed on the Lot shall be built of like material and design as the residence constructed on the Lot. All outbuilding plans must go through the same approval as the residence
  - D. All residences and outbuildings will comply with the City of Hooper guidelines for front, side, and rear set back requirements.
2. Plans must be submitted using the following procedures:
- A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, including a plot plan to the Architectural Review Committee, herein referred to as ARC, and herein collectively referred to as the "Plans". Such Plans shall reflect the size and type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, Owner shall notify ARC of current mailing address.
  - B. The ARC shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme of plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If the ARC determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the ARC may refuse approval of the proposed Improvement.
  - C. Written notice of any refusal to approve a proposed Improvement shall be delivered by certified mailed to the owner at the address specifier upon submission of the Plans. Such notice shall be mailed within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by ARC.
  - D. No Lot owner or combination of Lot owners, or other person or persons shall have any right to any action by the ARC, or to control, direct or influence the acts of the ARC with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Declarant or ARC by virtue of the authority granted to the ARC of any act or failure to act by Declarant or ARC with respect to any proposed Improvement.

The ARC shall consist of the Declarant and/or its designated representative, successor or assigns. At such time as all lots have had residential structures constructed thereon, then the Declarant's rights hereunder shall transfer to the Homeowners of Brickyard Hill.

3. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, antenna, satellite receiving station (dish), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant.

4. Any exposed foundation walls must be painted to match the exterior color of the structure. All driveways, including driveway approaches, must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete block, brick or stone. Fireplace chimneys shall be covered with brick, stone or other material approved in writing by the Architectural Review Committee. The roof of all improvements shall be covered with wood shake or shingles, architectural asphalt shingles or equivalent materials approved in writing by the Architectural Review Committee.

5. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any lot except one sign per Lot consisting of not more than six square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television, radio or broadcasting antenna of any sort shall be permitted on any Lot. However, one small satellite dish not to exceed 18" in diameter and one wireless Internet antenna may be attached to the residence in such a way that is not visible from the street. The location must be submitted to the Architectural Review Committee for approval in writing before they are installed.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty eight hours (48) shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building materials, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous manner as possible.

8. A recreational vehicle may be parked in front of a drive (but not blocking any other Lot) for the purpose of loading, unloading, or cleaning for a period not to exceed 48 hours. All recreational vehicles may only be parked or stored outside on any Lot only behind the main residence on a hard or crushed rock surface. No grading or excavating equipment, tractors or semi tractors or trailers shall be stored,

parked, kept or maintained in any yards, driveways or street. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. Garbage or trash can or container shall be completely screened from view, except for pickup purposes. Lots shall be maintained free of trash and debris. Produce or vegetable gardens may only be maintained in rear yard.
10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
11. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences or walls shall exceed a height of six (6) feet. Fence material shall be vinyl, pretreated wood or similar fencing approved by the ARC. Only vinyl coated chain link fence will be allowed.
12. Mailboxes erected on each Lot shall be a Gentry Mailbox & Post Combo (# 215-1213). Said mailbox is available locally at Menard's.
13. Construction of any Improvement shall be completed within one year from the date construction has commenced for such dwelling. No excavation dirt shall be spread across any Lot in as to materially change the grade or contour of any Lot. Mature oak trees bordering Lots 6, 7, 8 & 10 may only be trimmed and maintained by landowners and only removed if diseased or dead by a licensed arborist.
14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built Lot and upon the street side of each built upon corner.
15. Driveway approaches between the sidewalk and curb shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall be of concrete only. No asphalt overlay of driveway approaches will be permitted.
16. A maximum of two dogs per Lot and dog houses shall only be allowed at the rear of the building..
17. No grass, weeds or other vegetation will be grown or dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute a public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant lots shall not be used for dumping of earth or any waste materials, except for construction purposed, in which case, no piles of fill material will be permitted to remain for longer than thirty (30) days prior to grading or leveling. Vegetation on vacant Lots, whether Developer or privately owned, shall not be allowed to reach a height in excess of twelve (12) inches. If this provision is violated, the lot will be mowed and the owner assessed the costs

18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure, dwelling or modular housing improvements shall be moved from outside Brickyard Hill to any Lot without the approval of the ARC.

19. All utility service lines and/or propane tanks or other improvement shall be placed underground.

ARTICLE II  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to any Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by any Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for 15 years from the date this Declaration is recorded. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BRICKYARD HILL, LLC

By: \_\_\_\_\_

H. S. Wacker, President

STATE OF ARIZONA )

) SS

COUNTY OF PIMA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by H. S. Wacker, President of Brickyard Hill, LLC, a Nebraska LLC.

\_\_\_\_\_  
Notary Public