

## RESTRICTIVE COVENANTS OF VOGLER ADDITION

The undersigned, Galen Vogler, a single person, and Larry H. Vogler and Kathleen Vogler, husband and wife, are the owners of the following-described real estate: Lots 1 through 7, Block 1, Lots 1 through 14, Block 2, Lot 1, Block 3, and Lots 1 through 5, Block 4, Vogler Addition, Weeping Water, Cass County, Nebraska.

Vogler Addition Homeowners Association, Inc. has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties and maintaining the non-paved streets.

These Restrictive Covenants are established upon the Properties.

- 1) **USE:** No lot within the Properties shall be used other than for residential purposes.
- 2) **COMPLETION OF CONSTRUCTION:** Any building constructed upon any lot within the Properties shall be completed within 12 months after the commencement of construction.
- 3) **WIRING:** No wiring for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. No commercial radio or television tower shall be permitted upon any lot within the Properties. Radio and/or television antennas or satellite dishes for personal use may be located upon the Properties in accordance with 4 below.
- 4) **APPROVAL OF PLANS:** Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be constructed upon any lot, in conformity with the general plan for development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner 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. One set of plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner 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. Owner shall have the exclusive right to disapprove the plans, if in Owner's opinion, the plans do not conform to the general standard of development in the Properties. The Owner may transfer to Vogler Addition Homeowners Association all or part of Owner's rights pursuant to this paragraph. The following shall be minimum standards for approval of all plans:
  - a) There shall be no more than two (2) buildings, including the main residence constructed upon any lot within the Properties, including the main residence on each Lot.
  - b) The enclosed finished area of each dwelling constructed upon Lots 1 through 7, Block 1, Lots 1 through 14, Block 2, Lot 1, Block 3, and Lots 1 through 5, Block 4, Vogler Addition, Weeping Water, Cass County, Nebraska shall not be less than 1,050 square feet on the main floor for a ranch style home, 1,300 square feet for both floors combined for a 1 ½ story home, and 1,700

square feet for both floors combined for a 2 story home. This minimum square footage may not be waived at any time for any reason. Basements, including daylight and walkout basements, are excluded from the computation for purposes of meeting this minimum square footage requirement.

- c) No outbuilding shall be constructed with an area larger than the 864 square feet, unless ~~the property is 1.5 acres or more.~~ Then the outbuilding can be 1800
- d) All residential structures shall have an attached garage capable of holding a minimum of two full-sized vehicles
- e) No dome homes, A-frame homes, mobile homes or pre-owned homes, either pre-fabricated or constructed with conventional methods, shall be permitted.
- 5) **CITY REQUIREMENTS:** All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of City of Weeping Water, Nebraska.
- 6) **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
- 7) **NUISANCE:** No noxious or offensive activity shall be conducted or permitted on upon any lot within the Properties, or anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. There shall be no discharging of firearms within the Properties.
- 8) **SIGNS:** No advertising signs, billboards, or other advertising device shall be permitted on any lot within the Properties, except subdivision identification signs. However, Owner may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.
- 9) **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Properties for any commercial purpose. The only animals permitted shall be cats, dogs, and house pets kept for personal or family purposes.
- 10) **COMMON UTILITY LINES:** When any utility line shall be constructed on two or more adjoining lots within the Properties, each member who is titleholder of one of the adjoining lots shall have an easement for maintenance, repair and replacement of the utility line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expenses of maintenance, repair, or replacement of the utility line shall be borne equally by the members who are the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which such member may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.
- 11) **RECREATIONAL VEHICLES:** No recreational vehicles, as defined hereafter, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 15 days

per year. Recreational vehicle shall be defined as a vehicular unit primarily designed as temporary living quarters for recreational camping or travel use having either its own motive power or designed to be mounted on or drawn by an automotive vehicle. Recreational vehicle includes motor home, truck camper, travel trailer, camping trailer, and fifth wheel trailer. This definition shall include a boat mounted on a trailer. Recreational vehicle shall also include boats and personal watercraft vehicles.

- 12) **COMMERCIAL VEHICLES:** No commercial vehicles, as defined hereafter, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Commercial vehicle shall be defined as a vehicular unit primarily designed for commercial purposes having either its own motive power or designed to be mounted on or drawn by an automotive vehicle. Commercial vehicle includes trucks having a manufacturer gross vehicle weight in excess of 10,000 pounds, trailers, and other construction related motor vehicles and equipment such as tractors, and loaders.
- 13) **HOMEOWNERS ASSOCIATION:** Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit adjacent to any Common area within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- 14) **MEMBERSHIP:** The Corporation shall have three classes of membership:
- a) Class A membership shall include all members of the Corporation whose property has frontage along public streets improved to city standards that include a cross-section consisting of paving, curbs and gutters and except the Owner and members of the Corporate any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be case with respect to any lot of living unit.
  - b) Class B membership shall include all members of the Corporation whose property has frontage along public streets improved to a standard less than adopted city street design standards that do not include street paving, curbs or gutters and except the Owner and any successor in interest. Each Class B member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be case with respect to any lot of living unit. Members of the Corporation whose property has frontage along a public street improved to city standards that include a cross-section consisting of paving, curbs and gutters and frontage along a public street improved to a standard less than adopted city street design standards that do not include street paving, curbs and gutters shall be included as a Class B member in the Corporation.
  - c) Class C membership shall include only the Owner and any successor in interest. The Class C membership shall be entitled to three votes for each lot or living unit in which the interest requisite for membership is held. However, the Class C membership shall be converted to Class A and Class B membership when the total number of votes entitled to be cast by Class A

and Class B memberships equals the total number of votes entitled to be cast by the Class C member.

- 15) **MAINTENANCE OF NON-PAVED PUBLIC STREETS:** The Corporation covenants and each Class B and Class C member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain interior non-paved public streets, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration and maintenance of the non-paved public streets. Annual and special assessments shall be uniform as to each lot or living unit along the non-paved public streets adjacent to the Properties. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot or living-unit assessed at the time of the assessment, shall bear interest at the rate of 14 percent per annum until paid, and when shown of record shall be a lien upon the lot or living unit assessed. The Corporation shall budget an adequate amount to pay for professional management of the non-paved public streets and provide for a build-up of reserves for capital improvements as may be recommended by the professional manager. Assessments for the maintenance, professional management, and establishment of reserves for capital improvements shall be made against lots and any additional dwelling units which may ultimately be served.
- 16) **MAINTENANCE OF EXTERIORS:** The Corporation may maintain the exterior of any improvements within the properties, excluding glass surfaces, and shall have the right to enter upon any lot within the Properties, at reasonable times, to perform maintenance. The cost of maintenance shall be added to the next annual assessment.
- 17) **LIENS OF ASSESSMENTS:** The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.
- 18) **ANNUAL AND SPECIAL ASSESSMENTS:** Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.
- 19) **AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the lots within the Properties, at any time. However, the provisions of these Restrictive Covenants governing membership in the Corporation and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Weeping Water, Nebraska.
- 20) **ENFORCEMENTS:** The enforcement of these Restrictive Covenants may be by proceeding at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.