

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2013 NOV 25 AM 10 52

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 82.00  
FINDS:  
CASH  
CASH

*Rtd:*  
JEH Holdings LLC  
Attn: Jason Hornady  
2517 Apache Road  
Grand Island NE  
68801

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE VILLAS AT STOLLEY PARK

00.2

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 28<sup>th</sup> day of November, 2013, by JEH Holdings, LLC, a Nebraska limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in the County of Hall, Nebraska, and further described on Exhibit "A" attached hereto (hereinafter the "Property"), which is comprised of the Residential Lots, the Cul-de-sac Lots and the Detention Facility Lot (each, as hereinafter defined); and

WHEREAS, Declarant desires to provide for preservation and enhancement of the property, values, amenities, and opportunities on a residential subdivision in the Property and for maintenance of the property and improvements thereon, and to this end desires to subject the Property and the improvements on the Lots therein to the covenants, restriction, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property, and each owner thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

- 1.1 "Association" shall mean and refer to The Villas at Stolley Park Owners Association, Inc., a Nebraska non-profit corporation.



- 1.2 **"Common Area"** shall mean all real or personal property, if any, owned, leased or managed by the Association for the common use and enjoyment of the Owners of the Residential Lots, including but not limited to, the Cul-de-sac Lots and Detention Facility Lot.
- 1.3 **"Cul-de-sac Lots"** shall mean and refer to Outlots B and C, in Hornady Second Subdivision, City of Grand Island, Hall County, Nebraska, which platted lots are dedicated for use as cul-de-sacs surrounded by the Residential Lots, which shall be owned in fee by the Association and maintained as a part of the Common Area.
- 1.4 **"Declarant"** shall mean and refer to JEH Holdings, LLC, a Nebraska limited liability company, and its successors and assigns.
- 1.5 **"Declarant Control Period"** shall mean the period in which the Declarant controls the Board of Directors and has approval rights under Article 3 below and shall expire upon the first of the following to occur: (i) the date on which all Residential Lots have been sold by Declarant to a new Owner or (ii) twenty (20) years from the date of execution of this Declaration.
- 1.6 **"Detention Facility Lot"** shall mean and refer to Outlot A, in Hornady Second Subdivision, City of Grand Island, Hall County, Nebraska, which is a platted lot dedicated for use as a water detention facility and which shall be owned in fee by the Association and maintained as a part of the Common Area.
- 1.7 **"Lot"** shall mean or refer to any separately numbered plot of land shown upon any record plat of the Property.
- 1.8 **"Owner"** shall mean any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of a Residential Lot.
- 1.9 **"Plat"** shall mean that certain Plat of Hornady Second Subdivision, City of Grand Island, Hall County, Nebraska, dated March 19, 2013, recorded March 26, 2013 as Instrument Number 201302327 in the Real Estate Records of Hall County, Nebraska, as hereinafter amended.
- 1.10 **"Property"** shall mean and refer to that certain real property hereinbefore described.
- 1.11 **"Residential Lots"** shall mean the twenty (20) Lots that are established for one (1) single family residence per Lot, numbered 1 through 20, in Hornady Second Subdivision, City of Grand Island, Hall County, Nebraska.

## ARTICLE 2 ASSOCIATION

2.1 **Creation.** The Association shall be comprised of the Owners of each Residential Lot in the Property. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to the

restrictions set forth herein. Ownership of a Residential Lot shall be the sole qualification for membership. The Association shall own fee simple title to the Cul-de-sac Lots and the Detention Facility Lot and shall maintain such Lots and all other portions of the Common Area in accordance with this Declaration.

## 2.2 Governance.

- a. Voting Rights. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

**Class A -** Class A members shall be all Owners of Residential Lots, with the exception of Declarant, and shall be entitled to one (1) vote for each Residential Lot owned. When more than one person holds an interest in a given Residential Lot, all such persons shall be members, and the votes of such Residential Lot shall be exercised as they may determine among themselves; provided, however, that in no event shall more than one (1) vote per Residential Lot be cast with respect to any Residential Lot owned by Class A members.

**Class B -** The sole Class B member shall be Declarant, which shall be entitled to exercise ten (10) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership upon expiration of the Declarant Control Period.

- b. Quorum/Proxy. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A Residential Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving the proxy shall cease to be an Owner of a Residential Lot or at such earlier time as shall be specified in the proxy or by operation of law.

- 2.3 Assessments. Declarant hereby covenants for each Residential Lot, and each Owner of a Residential Lot is hereby deemed to covenant by acceptance of

its deed for such Residential Lot, whether or not it shall be so expressed in its deed, to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Residential Lot and a continuing lien on each Residential Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the Residential Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**2.4 Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in The Villas at Stolley Park, and for the improvement and maintenance of the Common Area situated therein (including snow removal and lawn maintenance). Assessments may be used to carry out the duties and pay the costs of the Association under any management agreement to which it is or becomes a party. The annual assessments shall include generally the areas of maintenance and repair, utilities, equipment for the Common Area, fire insurance and liability insurance, materials, supplies necessary or proper in the opinion of the Board of Directors of the Association as to the operation of the Common Area, for the benefit of the Residential Lot Owners, or for the enforcement of these restrictions, and for such other expenses that promote the health, safety, welfare, and recreation of the Residential Lot Owners and the Association.

**2.5 Special Assessments.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or improvement, or other expenditure determined to be necessary by the Board of Directors of the Association for the benefit of the Residential Lot Owners and that promotes the health, safety, welfare, or recreation of the Residential Lot Owners and the Association in the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by the votes of two-thirds (2/3) of the Board of Directors of the Association.

**2.6 Rate.** Both annual and special assessments must be fixed at a uniform rate for all Residential Lots, provided that no assessments shall be due on Residential Lots which neither have been sold nor leased by Declarant. The annual assessments provided for herein shall commence as to all Residential Lots on the date of the first annual meeting. The Board of Directors shall fix the amount of the annual assessment against each Residential Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be payable at such intervals as the Association shall allow. Notice of the annual assessment shall be sent to every Owner subject thereto.

**2.7 Delinquent.** Any assessment not paid within sixty (60) days after the due date shall be deemed to be in default and shall bear interest at the rate of 18% per annum or the maximum legal rate allowed by law, whichever is lesser, from

date due until paid. The Association may bring an action at law against such Owner personally obligated to pay the same, or may foreclose a lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Residential Lot. A sale or transfer of any Residential Lot shall not affect the assessment lien. Further, no sale or transfer of any Residential Lot shall extinguish the personal liability of the Owner of each Residential Lot, for the payment of such assessment, without the written consent of the Association.

### ARTICLE 3 DEVELOPMENT AND USE RESTRICTIONS

- 3.1 Architectural Control. No building, fence, wall, or other structure shall be commenced, erected or maintain upon the Property, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Property, until the plans and specifications therefor, showing the nature, kind, shape height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association. Board approval shall be independent of and in addition to the restrictions imposed and approvals required in the other Sections of this Article.

An Owner desiring to erect improvements on a Residential Lot shall deliver two sets of construction plans, landscaping plans, grading plans and plot plans to Board of Directors. Such plans shall include a description of the type, quality, color and use of materials proposed for the exterior of the improvement. Concurrent with submission of the plans, Owner shall notify the Board of the Owner's mailing address. Approval of the plans and specifications shall be in the reasonable discretion of the Board of Directors of the Association.

3.2 Construction/Development Restrictions.

- a. New Construction. All residential dwellings and other buildings permitted on a Residential Lot shall be initially new construction. No building or structure shall be moved from another location on to a Residential Lot for any purpose whatsoever.
- b. Uncompleted Structures. All structures must be completed within two (2) years after the date of commencement of construction or the date of excavation for the foundation. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, and a certificate of occupancy permit or similar certificate is issued by the applicable authority.
- c. Location. No residential dwelling shall be located nearer to the front, rear or side of the Residential Lot line than the the setback line for the

Property as indicated on the Plat. In addition, any residential dwelling erected on a Residential Lot shall face the applicable Cul-de-sac Lot; provided, however, so long as the residential dwelling front is parallel to the street, each Owner shall have a 30 degree variation to placement of its residential dwelling.

- d. Grade. No excavation or change in grade or other work which materially alters the contours of any Residential Lot on the Property and/or the natural drainage flow pattern on the Property from its natural or improved state existing on the date such excavation or other work commences shall be made or done without the prior approval of the Owners of each Residential Lot.
- e. Height Limitation. No residential dwelling erected on any Residential Lot shall be more than two (2) levels in height, above ground.
- f. Materials. All residential dwelling front exteriors must be brick and cement board siding.
- g. Roofing Material. All roofing shall be fire retardant composition shingles of 30 year life of a substantially similar color to the color initially installed.
- h. Garages. Each residential dwelling shall have an attached private garage for not less than two (2) cars and not more than three (3) cars. The driveway on each Residential Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the fronting on the street.
- i. Detached Structure. No Residential Lot shall contain a detached structure, excluding the residential dwelling.
- j. Clean up. No unused building material, scrap, junk or rubbish shall be left exposed on a Residential Lot except during the period of bona fide construction. Each Owner shall have an affirmative obligation to maintain its Residential Lot and keep it free from debris.
- k. Fencing. Except for underground fences, no fences shall be permitted without the prior written consent of the Board. In no event shall chain linked fences be allowed. In the event the Board, in its sole discretion, permits an above-ground fence, then the Owner of said Lot shall thereafter be responsible for all maintenance, repair and replacement of Common Areas within the fenced-in area, including the lawn and landscaping unless such Owner allows the Association and its agents with access to the fenced-in area for lawn maintenance.
- l. Screening Required. All equipment, trash cans, wood piles and storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Residential Lots. All rubbish, trash or garbage shall be regularly removed from each

Residential Lot, and shall be kept in sanitary containers, which shall be screened from public view except for times and acts of actual pick up and removal.

- m. Trash. No trash burners, incinerators or like equipment shall be maintained on a Lot. No trash, refuse, grass clippings or ashes shall be dumped or placed upon any undeveloped portions of the Property.
- n. Exterior Equipment. Any exterior equipment, including but not limited to, air conditioner condensers, propane or LPG tanks, shall be located in the back yards or screened from public view if placed in a side yard.
- o. Antennas Prohibited. No exterior television or radio antennas of any sort (other than television satellite dishes) shall be placed, allowed or maintained on any portion of a Lot. Satellite dishes not greater than one meter in diameter shall be allowed provided (1) the satellite dish is located in the backyard only, (2) the height of the satellite dish does not exceed the height of the residential dwelling on the Lot and (3) the satellite dish is reasonably screened from public view.
- p. Advertising Prohibited. No advertising signs, "For Sale" signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or resident thereof. Notwithstanding the foregoing, an Owner shall have the right to place a sign of not more than two (2) square feet advertising the sale of the Lot.
- q. Exterior Lighting. Exterior lighting is to be of such design, location and intensity as to not be a disturbance or nuisance to the residents of surrounding Lots.
- a. Parking of Vehicles Prohibited. No business, professional, trade or commercial vehicles, campers, buses, boats, tractors, equipment, motorcycles, all terrain vehicles or similar vehicles shall be kept or stored on any part of a Lot (other than in an enclosed structure) for more than two (2) consecutive days or more than ten (10) days in the aggregate for any calendar year. This restriction shall not apply to equipment necessary for construction of a residential dwelling during the period of construction.
- b. Underground Wiring. All telephone, cable television, gas, electrical or other wires or transmission lines crossing or servicing a Residential Lot shall be installed underground.

### 3.3 Use Restrictions.

- a. Use of Property. Each Residential Lot is hereby restricted to single-family residential use only. No flat or apartment house, although intended for residential purposes, may be erected thereon. No mobile homes, manufactured home, pre-erected dwelling will be allowed to be

constructed, moved or remain upon a Residential Lot. No structure of a temporary character, trailer, tent or shack shall be used on any portion of any Residential Lot at any time as a residential dwelling, either temporarily or permanently. No business, trade, professional or commercial buildings shall be constructed on a Residential Lot.

Notwithstanding any other provision of this Article, it shall be expressly permissible for an Owner and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Residential Lot, such facilities as may be reasonably required, convenient or incidental to the construction of such improvements.

- b. **Zoning/Subdivision.** No Residential Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof. No Residential Lot shall be subdivided without the unanimous consent of the Owners.
- c. **Animals Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Lots except that (i) dogs, cats or other household pets not to exceed three (3) in number may be kept, provided that they are not kept, bred or maintained for any commercial purposes or are not deemed to be dangerous breeds by the Association, such as pit bulls. In no event shall such animals be kept on any Residential Lot if they unreasonably disturb the Owner or the residents of any other Residential Lot. All animals shall be confined on the Owner's Residential Lot, except when on a leash or when in direct and constant control of the Owner thereof or a member of the family. The construction, placement or erection on any Residential Lot of any structure, kennel, stable, enclosure, cage, dog pen, dog run or other device used to confine animals shall be prohibited.
- d. **Commercial Activity Prohibited.** No commercial activity of any kind shall be conducted on any Residential Lot, but nothing shall herein prohibit the carrying on of promotional activities by the Declarant for the sale of Residential Lots.
- e. **Automotive Repair Prohibited.** No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Residential Lot hereby restricted for more than one (1) period of ten (10) consecutive days in a calendar year.
- f. **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

### 3.4 **Maintenance.**

- a. **Lot Maintenance.** The Association shall maintain in good condition and repair the Detention Facility Lot, the Cul-de-sac Lots and all Common Area, including lawn services for the front, side and back lawn of each Residential Lot. An Owner shall have an affirmative obligation to maintain



its Residential Lot and the exterior of all structures on its Residential Lot in a sightly manner.

- b. Common Area Maintenance. The Association shall maintain all Common Area in good condition (which shall include snow and ice removal and general lawn maintenance) and all such costs shall be included in annual or special assessments in accordance with this Declaration.
- c. Building Maintenance. No building or structure upon any Lot shall be permitted to fall into disrepair and each such building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- d. Landscaping. An Owner must keep its Residential Lot free of weeds, unkept grass and brush and other unsightly growth and all landscaping shall be approved by the Board, in its sole discretion, and thereafter maintained by the Owner.
- e. Sidewalks. The Owner is responsible for the installation and maintenance of any sidewalk located on its Residential Lot.

#### **ARTICLE 4 EASEMENTS**

- 4.1 Access Easement. Declarant, as the Owner of the Property, hereby creates and grants to the Association and each Owner for its use and for the use of its invitees and permittees, in common with others entitled to use the same, a non-exclusive perpetual easement over the Cul-de-Sac Lots for ingress to and egress from the Residential Lots, the passage of vehicles, the passage and accommodation of pedestrians; and the doing of such other things as are authorized or required to be done on the Common Area under this Declaration. Such easement rights shall be subject to any other applicable provisions contained in this Declaration. Enjoyment of this easement shall commence on the date the pavement on the Cul-de-Sac Lots is substantially completed and shall run to each Owner and its invitees or permittees.
- 4.2 Easements for Utility Facilities. Declarant, as the Owner of the Property, hereby creates and grants to the Association and each Owner for its use and for the use of its invitees or permittees, a non-exclusive perpetual easement over those portions of the Property identified on the Plat as utility easement areas for the installation, use, operation, maintenance, repair, replacement, relocation and removal of certain utilities serving the Lots. In accordance with Article 3, any utility installed in the Common Area or in a Lot shall be underground.

Except as otherwise provided herein, the Grantee of any easement for installation of utilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all utilities installed by the Grantee pursuant to the easement grant, as well as for all utilities installed by the Grantee on its own Lot. Any such installation, maintenance, repair, replacement, relocation and removal of utilities shall be performed by Grantee only after thirty (30) days advance notice to

Grantor of Grantee's intention to do such work. However, in the case of an emergency, any such work may be immediately performed after giving such advance notice to Grantor as is practicable under the circumstances. In addition, all such installation, maintenance, repair and removal shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Lot which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as the same were in prior to the commencement of any such work.

Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorneys fees), incurred in connection with Grantee's exercise of the utility easements under this Section, except to the extent occasioned by Grantor's negligent or wrongful act or omission to act.

## ARTICLE 5 MISCELLANEOUS

- 5.1 Notice. Any notice required or permitted to be given under this Declaration shall be in writing and shall be made by personal delivery or deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, or deposit with a recognized national overnight courier and addressed to the Owner being notified at the address given below (or such other address which any Owner may designate for itself from time to time hereafter by written notice to the other Owners):

If to Declarant:

JEH Holdings, LLC ✓  
2517 Apache Road  
Grand Island, NE 68801  
Attn: Jason Hornady

If to an Owner:

To the party at the street address of the Residential Lot owned or occupied.

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication.

- 5.2 Duration. All of the Lots shall be held, sold and conveyed subject to the restrictions set forth above, which restrictions shall run with the Lots and be binding upon the Lots and inure to the benefit of the Owners of the Lots and their successors and assigns, for a period of twenty-five (25) years after the date of this Declaration, after which time the term shall be automatically extended for successive periods of ten (10) years unless this Declaration is terminated in accordance with the terms hereof.

- 5.3 Termination and Amendment. Until expiration of the Declarant Control Period, Declarant shall have the unilateral right to amend this Declaration. After expiration of the Declarant Control Period, this Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended only with the written consent of all Owners. Notwithstanding the foregoing to the contrary, any amendment affecting lienholder priority must be approved by the holder of any and all first mortgages and deeds of trust affected thereby. No such termination, extension, modification or amendment shall be effective until the same has been reduced to writing, executed, acknowledged and recorded in the office of the Recorder of Hall County, Nebraska.
- 5.4 Default; Enforcement. Until such time as the Association is created, each Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. After creation of the Association, the Association shall have the sole and exclusive right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. The rights and remedies of enforcement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which an Owner or the Association might otherwise have by virtue of a default under this Declaration, and the exercise of any right or remedy by an Owner or the Association will not impair such party's standing to exercise any other right or remedy.
- 5.5 No Partnership. Nothing contained in this Declaration and no action by the Owner of any Lot or the Association will be deemed or construed by any Owner or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Declarant and any of the Owners of any of the Lots.
- 5.6 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
- 5.7 Governing Law. This Declaration will be construed in accordance with the laws of the State of Nebraska.
- 5.8 Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

JEH HOLDINGS, LLC,  
a Nebraska limited liability company

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

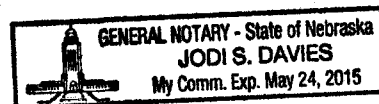
Name: Jason Hornady

Its: Manager

STATE OF NEBRASKA     )  
  )SS.  
COUNTY OF HALL        )

This instrument was acknowledged before me on November 22, 2013 by Jason Hornady, as Manager of JEH Holdings, LLC, a Nebraska limited liability company.

Jodi S. Davies  
(Signature of Notarial Officer)  
Jodi S. Davies  
(Print Name of Notarial Officer)



201309264

**EXHIBIT "A"**

**Property**

**Lots 1-20, Outlots A, B and C, in Homady Second Subdivision, City of Grand Island, Hall County, Nebraska.**