

Return to:

Medelmans Lake Development, Inc.  
702 W. Benjamin Avenue  
Norfolk, NE 68701

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(The space Above Line is for Recording Data)

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR MEDELMANS LAKE SUBDIVISION  
LOCATED IN NORFOLK, MADISON COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, Conditions, Restrictions, and Easements of the Medelmans Lake Subdivision, located in Norfolk, Madison County, Nebraska (the "Declaration") is made effective on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Medelmans Lake Development, L.L.C., a Nebraska limited liability company (the "Declarant"); and CNW Development, L.L.C., a Nebraska limited liability company ("CNW").

**RECITALS**

- A. The Declarant and CNW are the "Owners" of certain real property to be known as Medelmans Lake Subdivision ("Medelmans Lake") located within Norfolk, Madison County, Nebraska and more particularly described in Exhibit "A" which is attached hereto and incorporated by this reference including all future additions platted, and hereinafter referred to as "the Property":

Within the Property, as described in Exhibit "A", there exists the following platted subdivision or portions thereof to wit:

- a. Medelmans Lake Subdivision, a subdivision as surveyed and platted in a part of the NW ¼ of Section 3, Township 23, Range 1W, City of Norfolk, Madison County, Nebraska, consisting of Lots 1 through 14, and Lots 200, 225, 226, and 250, inclusive, the Plat thereof having been filed in the office of the Madison County Register of Deeds on or about [REDACTED], and indexed in Book [REDACTED] at Page [REDACTED], in the Book of Plats of said office.

- B. Declarant will prepare and file of record with the Madison County Register of Deeds one (1) or more Plats, hereinafter known as Additions to Medelmans Lake Subdivision, as to the those un-platted portions of the Property, in one (1) or more phases (“Subsequent Plats”), subdividing the un-platted portions of the Property into lots and common areas. Upon the recording of any Subsequent Plats which expands the residential lots included in the Property and the Association described below, the additional lots identified in the Subsequent Plats shall be considered to be and shall be included in the “Lots” for purposes of this Declaration, and the Lot Owners of the additional residential lots shall be Members of the Association and subject to these Declarations as they may be amended from time to time.
- C. The Owners desire to provide for the preservation of the values and amenities of Medelmans Lake Subdivision, for the maintenance of the character and residential integrity of Medelmans Lake Subdivision and for the maintenance of certain common facilities for the use and enjoyment of the residents of Medelmans Lake Subdivision.
- D. After the filing and acceptance of this Declaration, from time to time, the Declarant or CNW may convey the portions of the Common Areas to the Association; provided, however, that the Declarant shall have an easement to alter, amend, reshape or otherwise redefine the Common Areas for the period of Declarant Control set forth below.
- E. By virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, developed, used, occupied, operated, improved and mortgaged or otherwise encumbered subject to the provision of this Declaration and every grantee of any interest in the Property or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every Owner of the Property or any portion thereof, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provision of this Declaration and shall be deemed to have consented to the terms hereof.
- F. Declarant desires to form a Nebraska nonprofit corporation to be known as Medelmans Lake Homeowners Association, Inc., (the “Association”), for the purposes of, among other things, holding title to or otherwise controlling the Common Areas, preserving the values and amenities of Medelmans Lake in regard to which the Association will be delegated certain powers administering and maintaining the Common Areas and enforcing this Declaration, collecting, and disbursing and enforcing the Assessments created herein; subject to the powers, rights and duties reserved by Declarant as set forth in this Declaration.
- G. Declarant hereby declares that each Lot shall be held, sold, distributed, and conveyed subject to the following covenants, conditions, restrictions, and easements (collectively, the “Covenants” or the “Declaration”), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These Covenants shall run with such Lots

and shall be binding upon all parties having or acquiring any right, title, or interest in each Lot, or any part thereof. These Covenants may be amended from time to time by Declarant and its Managers, as deemed necessary and as described below.

- H. The Owners do hereby specify, agree, designate and direct that this Declaration and all of its provision shall be and are covenants to run with the Property and shall be binding on the present owners of the Property or any portion thereof and all its successors and assigns and all subsequent owners of the Property and any Improvement (as defined below), together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, the Owners hereby impose the following covenants, conditions and restrictions on the Property, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners and Occupants of the Property or any portion thereof, their respective heirs, legal representatives, successors and assigns, and any mortgagees.

#### **ARTICLE I. DEFINITIONS**

1. Architectural Committee or Committee. “Architectural Committee” or “Committee” shall mean the Architectural and Development Control Committee created pursuant to Article V below.
2. Articles. “Articles” shall mean the Articles of Incorporation of the Association as they may from time to time be amended or restated, which shall be filed with the Nebraska Secretary of State.
3. Assessments. “Assessments” shall mean all assessments in Article IX including regular assessments described in Sections 6-10, special assessments described in Sections 11-13, reimbursement assessments described in Section 14, and capital improvement assessments described in Sections 1-16 below.
4. Association. “Association” shall mean and refer to the Nebraska nonprofit corporation (and its successors and assigns) organized by Declarant to exercise the rights, powers and duties set forth in this Declaration. Declarant intends to name the Association the “Medelmans Lake Homeowners Association”.
5. Board or Board of Directors. “Board” or “Board of Directors” may be used interchangeably herein and shall mean and refer to the Board of Directors of the Association.
6. Bylaws. “Bylaws” shall mean the Bylaws of the Association, as they may from time to time be amended or restated.
7. City. “City” or “the City” shall mean the City of Norfolk, Nebraska.

8. Common Area or Common Areas. “Common Area” or “Common Areas” shall mean and refer to all real estate and personal property owned by or leased by the Association and any appurtenances thereto which are for the general use, benefit, and enjoyment of the Members. Common Areas may include, but shall not be limited to, the Lake and lake amenities and improvements, recreation facilities, dedicated and non-dedicated roads, paths, ways, and green areas, signs and entrances to the Property. Personal property of the Association constituting “Common Area” or “Common Areas” may be situated on property owned or leased by the Association, or on dedicated property subject to written easements. Common Areas may also include any other areas with respect to which the Association has assumed in writing, at its election, administrative or maintenance responsibilities, or as otherwise provided in the Subdivision Agreement dated September 5, 2017, filed October 16, 2017, and recorded in Book 2017, Page 04638 at the Register of Deeds, Madison County, Nebraska, entered into by and between Declarant and the City, which may be amended from time to time, and any subsequent Subdivision Agreements entered into between Declarant and the City for any Subsequent Plats.
9. Declaration. “Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Medelmans Lake Subdivision, as it may be amended or supplemented from time to time.
10. Exempt Property. “Exempt Property” shall mean the Common Areas and Outlots owned in fee or leased by the Association. Exempt Property shall be exempt from Assessments and from all rights and obligation of membership in the Association, but shall not be exempt from easements or covenants pertaining to Common Areas or Outlots contained herein.
11. Improvements. “Improvements” shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, floating docks, boat slips, screening walls and barriers, accessory structures, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, water retention and detention areas, fountains, water features, recreation facilities and all other structures, and landscaping improvements of every type and kind.
12. Lake. “Lake” shall mean and refer to those areas so designated on the Plats of the Property of record with the Madison County Register of Deeds, area designated as water on the Site Plan, attached hereto as Exhibit “B”, and specifically all of that area encompassed by water and or beach located between the lakeside boundary line of each lot.
13. Lessee. “Lessee” shall mean the owner of a leasehold interest (including any subtenancy) or license or other occupancy right in any Lot or a portion thereof.
14. Lot or Lots. “Lot” or “Lots” shall mean Lots 1 through 14 and Lots 200, 225, 226, and 250, inclusive, all in Medelmans Lake Subdivision, as surveyed, platted and recorded in Madison County, Nebraska, and any additional Lots created by Subsequent Plats surveyed,

platted and recorded in Madison County, Nebraska. "Lot" or "Lots" shall mean all Lots contemplated on the Site Plan depicted on Exhibit "B". OR shall mean and refer to any platted and buildable Lot within the Property as surveyed and platted in Medelmans Lake Subdivision and any additions that are platted and recorded thereto.

15. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association pursuant to Article IV.
16. Mortgage. "Mortgage" means any instrument recorded or filed in the office of the Madison County Register of Deeds encumbering a Lot or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska law, including, without limitation, a deed of trust, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code or an encumbrance affecting any leasehold interest in a Lot or Lots (such as leasehold mortgage).
17. Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage or a beneficiary under a deed of trust.
18. Outlot. "Outlot" or "Outlots" shall mean all Outlots as surveyed, platted and recorded in Medelmans Lake Subdivision and any Additions filed thereto as recorded in Madison County, Nebraska, or contemplated and depicted on the Site Plan attached as Exhibit "B".
19. Owner. "Owner" shall mean the fee simple interest owner of any Lot or Lots, including, without limitation, one who is buying a Lot or Lots under a recorded contract, but excluding Mortgagees and others who hold such title merely as security. Owner shall not include a Lessee of a Lot or Lots.
20. Period of Declarant Control. The "Period of Declarant Control" shall commence with the recording of this Declaration and shall continue for as long as Declarant owns at least one (1) Lot, or any portion of the Property, unless and until the Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligation in this Declaration in the manner set forth in Article XVI.
21. Permittees. "Permittees" shall mean the officers, directors, members, partners, employees, tenants, agents, contractors, invitees, or subtenants of the Declarant, its successors and assigns, the Association, Owners, occupants, Lessees and Mortgagees (including their respective guests and invitees) of the Lots, or any portion thereof, and fire, rescue, and other emergency vehicles.
22. Person. "Person" or "Persons" shall mean and refer to a natural person, corporation, partnership, Limited Liability Company, a trust or any other legal entity.
23. Phases. "Phases" shall mean and refer to the sequential development and platting of that portion of the Property into Lots and Common Areas located within the boundaries of the Property.

24. Plat. "Plat" shall mean the Final Plat for Medelmans Lake Subdivision recorded on \_\_\_\_\_, 2017, as Instrument No. \_\_\_\_\_, in the official records of Madison County, Nebraska, and any amendments, administrative subdivisions, minor plats or other modifications thereof.
25. Site Plan. "Site Plan" shall mean and refer to the plan of development as depicted on Exhibit "B" that is attached hereto and incorporated herein by this reference.
26. Subsequent Plats. "Subsequent Plats" shall mean and refer to the sequential development of the Property by one (1) or more additional Plats, known as Additions to Medelmans Lake Subdivision, prepared and filed of record with the Madison County Nebraska Register of Deeds for the un-platted portion of the Property.
27. Undeveloped Lot. "Undeveloped Lot" shall mean and refer to any Lot on which a residential structure has not been completed.
28. Water Loop Agreement. "Water Loop Agreement" shall mean and refer to that certain Water Loop Agreement dated September 5, 2017, and filed with the Madison County, Nebraska, Register of Deeds in Book 2017, Page 04641, entered into by and between Declarant, CNW, and the City and attached hereto as Exhibit "C" and incorporated herein by this reference.

## **ARTICLE II** **EASEMENTS**

1. Declarant hereby reserves to itself, its successors and assigns, and to the Association, and their respective employees, contractors and other authorized designees, an easement over, upon, under and across the Common Area, together with a nonexclusive easement for ingress and egress over an upon the Lots and all other areas within the Property, for the following purposes construction, installation, repair, reconstruction, restoration, replacement, landscaping, other features, utilities, retaining walls, surveying, making inspections, performing the duties permitted or required of the Declarant and/or Association or provided hereunder of the Common Area.
2. Declarant during the Period of Declarant Control and the Association and any entity which has been granted a franchisee or licensee to provide utilities thereafter shall have the right at all reasonable times to enter upon any Lot covered by any easements and to install, maintain, repair, replace and service any utilities thereon; provided, however, that the Declarant or the Association, or the licensee or franchisee shall promptly restore the land and Improvements thereon in a good and workmanlike manner and free of liens to substantially the same condition as existed prior to such entry. For the purpose hereof, "utilities" or "utility" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, sanitary sewers, cable television lines and cables, telephone cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be construed as a conveyance or release of the easements herein reserved. Notwithstanding the foregoing, Declarant reserves the right unto itself, by express language to such effect from time to

time in any deed or other recorded instrument, to release any Lot or portions thereof from any of the above reserved easements. No utility easement shall unreasonably interfere with the use of any Lot; no permanent building, structures or other improvements shall be placed over or encroach upon such installations without the prior written approval of the Declarant during the Period of Declarant Control or the Association thereafter; once commenced, any construction shall be diligently prosecuted to completion to minimize any interference with the use and enjoyment of the affected Lot; except in an emergency, the right of entry upon a Lot shall be conducted in a manner to minimize interference with the use and enjoyment of any such Lot; no monetary obligation shall be imposed upon the Owner of the burdened Lot, and the party undertaking such work shall with due diligence repair at its sole cost any damage caused by such work and restore the affected portion of the burdened Lot; the party undertaking such work shall pay all costs associated therewith and shall indemnify the Owners from all damages attributable to such work.

3. Declarant hereby reserves to itself, its successors and assigns, and to the Association, Owners, occupants, and Mortgagees of the Lots, or any portion thereof, for their benefit and for the benefit of their respective Permittees, a nonexclusive easement for the purpose of pedestrian traffic with the Common Area. Each waterfront/lakeside Lot Owner shall grant an easement to all other Lot owners and guests of Lot owners to all passage on the beachfront from the waterline to a minimum thirty five feet (35') interior the waterline or to the Transition Area on such Lots where the Beach Area is more than thirty five (35') and such area shall be maintained in its existing sand conditions, including, but not limited to, topography.
4. Declarant hereby reserves to itself, its successors and assigns, and to the Association, Owners, occupants, Lessees and Mortgagees of the Lots, or any portion thereof, for their benefit and for the benefit of their Permittees, a nonexclusive perpetual easement for the purpose of vehicular traffic, but not parking, over, upon, across that portion of the Property on which the Common Area and common drives, roads, and driveways now or hereafter located, as reflected on the Site Plan attached hereto as Exhibit "B".
5. Declarant hereby grants the Owners, occupants, Lessees and Mortgagees of the waterfront Lots a revocable easement to install a dock in the Lake at the rear of their respective Lot, subject to the dock plans being submitted to and approved by the Architectural Committee. No dock or boatlift shall be constructed or installed on any Lot until the house on such Lot is in the framing stage of construction. No docks or boatlifts may extend more than thirty-five (35') (unless a waiver is granted. In some places where a potential conflict exists, the Committee, Board, and/or Declarant may require shorter docks) into the water beyond the shoreline, unless a written waiver is granted by the Association, Declarant during the Period of Declarant Control, or the Committee. Docks and boatlifts shall not be placed within five feet (5') of a Lot line, unless the adjoining Lot Owners have a shared dock or boatlift or unless written approval from the adjoining Owner is provided to the Association. This easement may be revoked by the Declarant during the Period of Declarant Control and thereafter by the Association at any time if any of the foregoing requirements are not complied with or in any violations or noncompliance with the Rules and Regulations are not overserved.

**ARTICLE III**  
**THE ASSOCIATION**

1. The Association shall be a nonprofit corporation formed under the laws of the State of Nebraska, charged with the duties and empowered with the rights prescribed by law and set forth herein and in the Bylaws and in the Articles. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the Medelmans Lake Subdivision for the benefit of the Lot Owners, residents, and their family. Upon the incorporation of the Association by Declarant, the Association shall be charged with the duties and vested with the powers set forth in the Articles, the Bylaws and this Declaration.
2. The affairs of the Association shall be conducted by the Board of Directors, hereinafter “the Board”, and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. The Board shall adopt Bylaws to govern the affairs of the Board and the Association. Except as otherwise provided herein or in the Articles or Bylaws, all acts of the Association shall be made by a majority of the members of the Board. The Board may also appoint various committees at its discretion and may contract with a Person to serve as a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager and any employees of the Association.
3. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Nebraska concerning nonprofit corporations, subject only to such limitations on the exercise of such powers as are set forth in the Articles, Bylaws, and this Declaration. It shall have the power to do any lawful acts that may be authorized, required, or permitted to be done by the Association under this Declaration (including any rights, duties and responsibilities assigned by Declarant from time to time pursuant to this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association. The Association shall have all lawful authority, including, but not limited to, to acquire, construct, landscape, water, mow, improve, equip, maintain, operate, repair, keep up, and replace the Lake and Common Areas for the general use, benefit, and enjoyment of the Members. The Lake and Common Areas may include but are not limited to the Lake, parks, pathways, trails, entry areas, green areas, and signs and entrances for the Subdivision. The Lake and Common Areas may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on public property.
4. The Association, Board, and upon authorization of the Board by Officers has the power of expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association.



5. The Board may adopt, amend and repeal Rules and Regulations concerning all aspects of the Association's rights, activities and duties. Any such adoption, amendment and/or repealing of any Rules and Regulations, for the same to be effective as to and against any portion of the Property, must be agreed to by a vote made in accordance with Article VIII herein. The Rules and Regulations may govern and restrict the use of any area in the Property; provided, however, that the same must be reasonable (both on their face and in the method of their enforcement) and also shall not discriminate among Members except to reflect their different rights as provided herein, shall not be inconsistent with this Declaration, the Articles or the Bylaws, and such Rules and Regulations shall not affect the use of any Lot that has been approved in accordance with the terms and conditions of this Declaration. Upon adoption, the Rules and Regulations shall have the same force and effect as if set forth herein. Such Rules and Regulations shall be uniformly enforced against all applicable Persons.
6. The Association, Board, and upon authorization the Officers shall fix, levy, collect, abate, and enforce all charges, dues or assessments.
7. To enforce this Declaration and Rules and Regulations, the Association has the authority to bring the appropriate court action, including, but not limited to, an action for temporary restraining order, preliminary injunction, or permanent injunction enjoining such violations. In addition, in order to enforce this Declaration and Rules and Regulations, the Association has, but is not limited to, the authority to restrict the use of all Common Areas, including but not limited to the Lake which shall include, but is not limited to, boating, use of dock, and swimming.
8. No member of the Board, or of any committee of the Board or Association, nor any member of the Architectural Committee nor any officer or employee of the Association or any manager, or the Declarant, or any agent employee or officer of Declarant, shall be personally liable to any Owner, or to any Lessee, contract purchaser, or other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct. All Owners, Lessees, contract purchasers, or other person, including the Association will hold members of the Board, or of any committee of the Board or Association harmless from and against any and all claims, actions, damages, liability and expense in connection with any suit brought or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.
9. Neither the Articles nor the Bylaws shall be amended or interpreted in a manner that is inconsistent with this Declaration.

**ARTICLE IV**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

1. With the exception of the Class B and Class C membership, as set forth below, each Owner shall have one membership for each lot owned, other than the Association.
2. An Owner shall, upon becoming the record Owner of a Lot, automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Lot. The membership shall not be transferred, pledged or alienated in any way, except as appurtenant to a transfer of ownership of a Lot. Any attempt to transfer a membership except as appurtenant to the transfer of ownership of a Lot shall be void and shall not be reflected upon the Association's books and records.
3. With the exception of the Class B and Class C membership, as set forth below, each Owner shall have one vote for each membership owned as provided above. All voting pursuant to the terms of this Declaration shall be made in accordance with this paragraph. Each vote must be cast as a single unit. If an Owner consists of more than one Person, then all persons constituting an Owner of such Lot shall, simultaneously with or immediately after their acquisition of such Lot, deliver to the Association a written instrument appointing one Person as the agent for all Persons constituting the Owner of such Lot, which agent shall thereupon receive notices of Assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by an Owner under the terms of this Declaration. An Owner may change its designated agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the ownership of a lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. An Owner may assign all, but not less than all, of its voting rights attributable to a particular Lot to a Lessee which shall be effective only upon actual receipt of such notice by the Association. If more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.
4. The Association shall have three classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member shall be the Declarant and shall be entitled to fifty (50) votes for each Lot owned. The Class B membership shall terminate and become converted to a Class A membership upon the sale of the last Lot including any Lots in subsequent plats to any third-party purchaser. In addition, the Class B membership shall cease and shall 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.

Class C. Class C membership shall be (a) CNW and any of its successors in interest, and (b) Declarant and any of its successors in interest for the real property owned by CNW and Declarant within the Property but not yet platted. The C members shall be entitled to two hundred fifty (250) votes provided; however, that if a Class C member's property is included in subsequent phases of the development, each Lot subsequently platted shall automatically become Class B. A third-party Owner of each Lot in Subsequent Plats shall automatically become a Class A member.

5. No Owner shall be entitled to vote if all dues and assessments levied against the Owner are not fully paid. Furthermore, the Board may suspend a Member's voting privileges for violations of the Association's Rules and Regulations.
6. The initial Board shall consist of not less than three (3) Directors and shall be appointed by the Declarant upon the incorporation of the Association. During the Period of Declarant Control, the Declarant shall have the sole right, in its absolute discretion, to appoint and remove the Directors of the Board; however, the Declarant may temporarily or permanently relinquish its right to appoint or remove some or all of the Directors at any time as provided in Article XVI. If the Declarant relinquishes its appointment rights, the Members (including Declarant) shall then elect all Directors as provided in the Bylaws.
7. After the expiration of the Period of Declarant Control, the Members (including Declarant) shall elect the Directors as provided in the Bylaws, and the Bylaws may provide for staggered terms and lengths of terms for Directors chosen by Members which are different than those initially set forth in this Declaration and may provide for a greater number of Directors to be chosen by the members than is set forth herein; provided, however, that in no event shall there be fewer than three Directors. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the Members.
8. If the Articles or Bylaws are in any way inconsistent with the Declaration, then this Declaration shall prevail and control.
9. Each Owner and Lessee of a Lot shall comply with, and shall cause their respective invitees to comply with the provisions of this Declaration, the Articles and Bylaws, Development Guidelines, and Rules and Regulations of the Association, as amended from time to time, and failure to so comply shall be grounds for (a) action for damages and/or injunctive relief, (b) such remedies, by legal proceedings or otherwise, as are available by reason of this Declaration or by law, and (c) denying access to Common Areas including Lake access, each of which remedies shall be cumulative and in additions to any other available remedy.

**ARTICLE V**  
**ARCHITECTURAL AND DEVELOPMENT CONTROL COMMITTEE**

1. An Architectural Committee shall be organized by the Declarant and shall consist of three (3) persons. A member of the Committee shall not be required to satisfy any particular qualifications for membership and may be a member of the Board, an officer of the Association, an officer or employee of Declarant or a Person who is not a member or Owner or Lessee or otherwise affiliated with Medelmans Lake Subdivision.
2. Until the expiration of the Period of Declarant Control, Declarant shall have the right to appoint and remove all members of the Committee. The Declarant may temporarily or permanently relinquish its right to appoint all or some of the Committee members and alternates at any time as provided in Article XVI.
3. If and when Declarant relinquishes its appointment rights, the Association through its Board shall without further act or deed of the Declarant exercise all rights of Declarant provided herein and all rights and responsibilities conferred upon by the Articles and Bylaws, including but not limited to, to appoint and remove members and alternate members of the Committee, to enforce and implement this Declaration and any Development Guidelines and to perform Declarant's obligation under this Article; and at such time, all obligations of Declarant under this Article shall automatically terminate, and except as otherwise provided herein, all rights and obligations of Declarant under this Article shall vest in the Board.
4. The Architectural Committee shall have all of the powers and authority conferred upon it by this Declaration and the Articles and Bylaws, and shall have the right hire and retain services of engineers or other consultants and professions as they deem necessary to perform the duties of the Committee. It shall be the duty of the Committee to perform the functions required of it by this Declaration; to review and approve or disapprove the Applications and plans based upon whether the submitted documents conform to the general parameters contained herein. The Committee shall have the exclusive right, in its sole discretion, to approve or reject any such building plans submitted; and to perform all other duties delegated to and imposed upon it by this Declaration. The Board shall determine the compensation, if any, to be paid to the members of the Committee.
5. The Committee shall sit as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL AND REGULATION OF IMPROVEMENTS**

1. Declarant shall have the exclusive right to establish grades and slopes for all Lots and Common Areas within the Property, and to fix the grade at which any buildings or

Improvements shall be constructed upon any Lot, in conformity with the general plan of Medelmans Lake Subdivision depicted on the Site Plan attached as Exhibit "B", as amended from time to time, for the development of the Property. Such grades shall be established and approved before construction on a Lot.

2. Except for Improvements constructed and installed by Declarant or CNW, no Improvements shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain in Medelmans Lake Subdivision, and no alterations or other work which alters the exterior appearance of any Lot or Improvement, until plans and specifications and other documentation as may be required by the Committee for said Improvements and alterations, which may include without limitation exterior elevations, drainage and water retention plans, materials, exterior materials (including calculations for percentage of glass and percentage of masonry where required), floor plans declaring associated square footage, colors, landscaping, irrigation plans, exterior lighting, proposed final grading plans, erosion control measures, which will contain the erosion of soil from the Lot onto the beachfront area or abutting properties, and any other information needed to accurately describe the exterior appearance of said Improvements or alteration of the Lot (the "Application"), have been submitted to and approved in writing by the Committee. Concurrent with the submission of the Application, Owner shall notify Declarant of the Owner's mailing address.
3. The Application's building plans as described herein shall be submitted by the Lot Owner to the Committee in an easily readable electronic format or printed out format for written approval. All plans included in the Application shall be on 24" x 36" paper and to 1/8" or 1/4" scale.
4. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the Application for each Improvement or other construction project submitted. Initially, the Declarant will require a \$250.00 nonrefundable review fee and a \$2,000.00 debris and Lot restoration deposit upon the receipt of an Application for any Lot within Medelmans Lake Subdivision. No Application will be considered until the fees are paid. If resubmission of an Application is necessary, the Committee may, at its sole discretion, require an additional filing fee, to be determined at the time of submittal. The \$2,000.00 debris and Lot restoration deposit shall be held by the Declarant pending the completion of the Improvement. In the event the Declarant is required, in its sole and absolute discretion, to expend funds to bring any Lot under construction in compliance with this Declaration, the Design Guidelines or the Rules and Regulations, then the Declarant shall have the right to keep and retain all or a portion of the deposit to defray the costs incurred by the Declarant. Owner of the Lot upon which construction of the Improvement is occurring shall, during the improvement period, maintain the Lot in a reasonably clean condition.

5. The Committee shall review such Applications and plans in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of Improvements which have been constructed, or approved for construction, on the Lots. In this regard, it is intended that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised in a reasonable manner to promote conformity and harmony of the external design of the Improvement constructed within the Property and to protect the value, character and residential quality of all the Lots in a manner consistent with this Declaration. During the Period of Declarant Control, the Committee shall have the right to withhold its approval of an Application submitted to the Committee in its sole and absolute discretion. Thereafter, the Committee shall have the right to withhold its approval of an Application submitted to the Committee in its reasonable discretion. In connection, the Committee may also base its approval or disapproval on criteria which may include, but are not limited to, the following: the adequacy of the building locations and dimensions on the Lot; conformity and harmony of external design with neighboring structures; relation of topography, grade and finish ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevations with respect to nearby streets; adequacy of landscaping; conformity of the Application to the purpose and general plan and intent of this Declaration; deemed by the Committee to be contrary to the best of interest of Medelmans Lake Subdivision or the Owners; incomplete; not in accordance with this Declaration or the Development Guidelines; and/or incompatible with the architectural style, quality or aesthetics of existing Improvements or development plans for proposed Improvements. Any decision of the Committee made after Declarant is no longer entitled to appoint the members of the Committee, may be appealed to the Board. The decision of the Board shall be final. As long as Declarant is in control of appointing the members of the Committee, any decision of the Committee shall be final.
6. The approval of plans for any landscaping, building or Improvement to be placed or constructed on any Lot within the 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.
7. All Applications for Improvements submitted to the Committee hereunder shall comply with any and all laws, rules regulations or ordinances applicable to Medelmans Lake Subdivision which have been promulgated by any local, state, federal or other governmental agency or authority.
8. No Owner or other person or persons shall have any right to control, direct or influence the acts of Declarant or the Committee with respect to the approval or disapproval of any proposed plans. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the Committee by virtue of the authority granted to it in this Declaration, or as a result of any act or failure to act with respect to any proposed

plans. Declarant and the Committee 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 person involved acted in good faith on the basis of information they then possessed. Any person or entity who submits an Application shall forever defend, indemnify and hold the Declarant, the Committee, the members thereof, and the employees, officers and agents of each harmless from all damage, loss or liability (including reasonable attorneys' fees) suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specification or other documentation submitted in any Application, or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specification or other documentation; (ii) the approval or disapproval of any Application, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to an approved Application; or (iv) the development of any Lot within Medelmans Lake Subdivision.

9. Design proposals for construction of a residence upon a Lot must be submitted to Committee within nine (9) months of the date that the Lot was purchased by Owner, unless waived by Declarant.
10. Written notice of any approval or disapproval of each Application of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Application. Such notice shall be mailed within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Committee. At least one set of the Application shall, with the approval or disapproval, be retained by the Committee for its permanent files.
11. Upon receipt of approval from the Committee pursuant to this Declaration and upon receipt of approvals from the City, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations, excavations and landscaping. In all cases work shall be commenced within eighteen (18) months after the date of closing on the Lots. Once construction starts on a Lot, the construction process should be completed within twelve (12) months. In the event construction has not commenced within eighteen (18) months after the date of closing, the approval of the plans and specifications shall be deemed revoked unless the Committee, upon request made prior to the expiration of said period, extends the time for commencing work by written notice to the Owner, which may be withheld or conditioned in the Committee's discretion. If any Lot Owner has not begun construction within the eighteen months required construction commencement period, Declarant may, but shall not be required to, buy the Lot back at seventy-five percent (75%) of the original purchase price.

12. All construction, refinishing, alteration or excavation of any Improvements approved under this Declaration shall be undertaken and pursued diligently to completion, but in any event shall be completed within thirty (30) months from the date that the Lot was originally purchased from the Declarant. The Declarant retains the sole and exclusive right to grant written extensions of this time to build restriction. However, the time for completion shall be extended for any period such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other similar supervening forces beyond the control of Owner or its Lessees. Failure to comply with this Subsection shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth herein or any other remedies provided by law or in equity.
13. Neither Owner, nor any contract purchaser, shall have the right to access or use the Lake or any other Common Areas until such time as the framing, including a roof, of the primary residential structure has been completed on the Lot, without the express written consent of the Declarant during the Period of Declarant Control and thereafter by the Association. There shall be no overnight camping of any type, whether in a tent, mobile home, or otherwise, on any platted Lot, not owned by either Declarant or CNW, that does not have a certificate of occupancy.
14. If a Lot Owner receives a bona fide offer to purchase his or her undeveloped Lot that the Lot Owner originally purchased from the Declarant, the Declarant shall have the right to purchase the Lot from the Lot owner for the original purchase price, or the price in the bona fide offer, whichever is less. At least thirty days prior to closing, Lot Owner shall notify Declarant in writing that he or she has received a purchase offer, to Owner's address, including a copy of the bona fide offer to purchase the Undeveloped Lot and shall indicate that the Owner is offering said Lot for sale to Declarant pursuant to this right of first refusal. The notice provided for in this subsection, shall be provided by certified mail to Medelmans Lake Development, Inc., 702 W. Benjamin Ave, Norfolk, Nebraska 68701. Declarant shall have thirty (30) days to notify the Lot Owner whether Declarant's purchase option will be exercised. If the Lot Owner does not receive a response from Declarant within thirty (30) days, it may be assumed that Declarant has chosen not to exercise the purchase option. Should an Owner fail to comply with the provisions of this subsection and sell an Undeveloped Lot without delivering an Offer Notice to Declarant in accordance with the terms hereof, then the purchase of such Lot shall be voidable and further subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase thereof at the price as set forth in this Section.
15. The personal representatives, heirs, successors and assigns of any Owner who dies while owning an Undeveloped Lot, or the donee of a gift of an Undeveloped Lot from any Owner, shall become an Owner subject to the terms and conditions of this



Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Article and Declaration.

16. Should any Lot remain an Undeveloped Lot for twenty four (24) months from the date of closing of the purchase of a Lot from Declarant (the "Purchase Option Date"), whether or not such Lot has been purchased by an subsequent Person(s), the Declarant shall have the right, but not the obligation, to purchase such Lot from the Owner for a period of five (5) years from the Purchase Option Date, while the Lot remains an Undeveloped Lot. The price at which the Undeveloped Lot may be repurchased under this Section shall equal the Original Purchase Price minus twenty five percent (25%). In the event that Declarant desires to repurchase a Lot under the provisions of this Section, Declarant shall deliver a notice to the Owner of its intention to exercise its right.
17. Declarant employed a qualified testing laboratory to test compaction of the soil when the over-Lot grading was performed, but Declarant makes no representations or warranties concerning the condition of the soil, the compaction or buildable quality of any particular Lot, bank erosion or the suitability of any particular Lot for any particular style of residential structure or otherwise. The Lot Owner agrees that it is solely the Lot Owner's responsibility to make appropriate test(s) to determine the buildable quality of the soil, as well as the suitability of the Lot and the location of the utilities for any particular style of residential structure or otherwise. All Lot Owners acknowledge that no oral or written representation, statements, warranties or promises have been made by the Declarant or its contractors, agents or employees or any Person purporting to represent it, unless the specific warranty or representation has been made in writing by the Declarant. Each Lot Owner agrees to hold the Declarant and its contractors, agents and employees and any other Person purporting to act on behalf of the Declarant harmless under this Declaration and the Declarant shall not be held responsible for any damages, including those incidental and consequential thereto.

## ARTICLE VII

### ARCHITECTURAL CONTROL RESTRICTIONS AND MINIMUM STANDARDS

1. All Lots in the Property, except those owned by Declarant or CNW and zoned differently, shall be used exclusively for residential purposes. All lakeside Lots shall be used exclusively for single family residential purposes. There shall be no more than one building, which shall be the main residence, constructed upon any Lot within the Property.
2. **Damage to roads by trucks and equipment used in construction is the responsibility of the Lot Owner.** To minimize damage to the road, Declarant is requiring that all construction vehicles and equipment shall have a hard surface staging area provided by each Lot Owner. This hard surface staging area can be asphalt, concrete, crushed rock or mudrock. Each Lot Owner shall provide the location, in the Application, of this hard surface staging area for the approval by the Committee. This staging area must connect to

the road in a manner as to eliminate the potential for damage to the Medelmans Lake Subdivision roadway structure. Within thirty (30) days after the completion of construction, weather permitting, the hard-surface material used for the staging area shall be removed from the Lot.

3. Each Lot has a designated buildable area where the construction of a residence may only occur (the "Building Area"). No residence or supporting structure shall occur outside of the Buildable Area. The area of the Lot from the street curb to the front of the Buildable Area (the "Front-Yard and Right-of-way Area"), along with the Building Area, shall be landscaped with fescue turf, plantings and related features. No exposed sand shall be permitted to exist within the Front-Yard and Right-of-Way Area. A minimum of thirty five feet (35') interior from the waterline, (the "Beach Area"), shall be maintained in existing sand conditions and topography. No retaining walls may exist within the Beach Area. The area measured from the rear of line of the Buildable Area to the beginning of the Beach Area shall be divided between an area adjacent to the Buildable Area (75% of area from rear line of Buildable Area to beginning of Beach Area) that must be landscaped with fescue turf, planting and related features (the "Backyard Area"), and an area adjacent to the Beach Area (25% of area from rear line of Buildable Area to beginning of Beach Area) that must be maintained in existing sand conditions or planted with specific seed mix (the "Transitional Area"). No imported soil shall exist within the Transitional Area. Off Lake Lots will not have a Transition Area. An illustration is attached hereto as Exhibit "D" and incorporated herein by this reference.
4. Much of this development is in a floodplain. While some lots within Medelmans Lake Development may provide for walkout basements, only Lots officially designated in writing by the Declarant and its managers, employees, agents may be used for walkout basements (no exceptions).
5. A Lakefront Level Lot one (1) story lakefront residence shall contain a minimum of 2,200 square feet of finished living area on the main floor.
6. A Lakefront Level Lot one and one-half (1 ½) story lakefront residence shall contain a minimum of 1,900 square feet of finished living area on the main floor.
7. A Lakefront Level Lot two (2) story lakefront residence shall contain a minimum of 1,500 square feet of finished living area on the main floor.
8. A Lakefront Walkout Lot one (1) story lakefront residence shall contain a minimum of 2,400 square feet of finished living area on the main floor.
9. A Lakefront Walkout Lot one and one-half (1 ½) story lakefront residence shall contain a minimum of 2,100 square feet of finished living area on the main floor.

10. A Lakefront Walkout Lot two (2) story lakefront residence shall contain a minimum of 1,800 square feet of finished living area on the main floor.
11. A one (1) story off-lake residence shall contain a minimum of 1,600 square feet of finished living area on the main floor.
12. A one and one-half (1 ½) story off-lake residence shall contain a minimum of 1,200 square feet of finished living area on the main floor.
13. A two (2) story off-lake residence shall contain a minimum of 1,200 square feet of finished living area on the main floor.
14. The term “finished living area” as used herein shall include all area of the residence enclosed and finished for all-year occupancy, exclusive of garages, and other attached accessory floor area, including, but not limited to, deck, patio, or attic finished or not
15. No residence shall be more than thirty-five feet (35’) in height.
16. Each single family residential structure shall have an attached garage containing not less than two (2) nor more than four (4) car stalls.
17. Each multi-family off-lake residential structure shall have an attached garage containing not less than two (2) nor more than four (4) car stalls for each residence.
18. All foundations shall be constructed of cast in place (CIP) concrete. All exposed front and side foundation walls must be covered with material such as brick, stone, EFIS, or other material consistent with the overall design of the Property. Fifty (50%) percent of the front of the residence must be covered with material such as brick, stone (cultured or natural), or material approved by the Committee. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with brick, stone (cultured or natural) or other materials consistent with the overall design of the Property and approved by the Committee. No asphalt overlay of driveway approaches will be permitted.
19. The roof each residence may incorporate a pitch as dictated by the style of the home, and approved by the Committee, utilizing cedar wood shingle, shakes, slate, tile or simulated shakes of at least a 30-50 year rated composition asphalt shingle, heritage type (25-45 year) asphalt shingle, metal roofing with the prior approval of the Committee, or other material approved by Committee (which may include new products currently not in the market).
20. Facades oriented to the Lake are required to incorporate window and or groupings that constitute a minimum area equal to 25% (33% recommended) of total lake-façade.

21. Residential siding types that shall not be allowed are 4'x8'-4'x9' vertical type panels or logs. Horizontal concrete lap siding is preferred so long as such lap siding is a minimum of six inches (6") and does not exceed eight inches (8") where exposed to weather, with only low sheen finishes being acceptable, or wood. All residential siding types must be approved by the Committee. Residence colors must be approved by the Committee and complimentary to the scheme of Medelmans Lake Subdivision.
22. All buildings within Medelmans Lake Subdivision shall be constructed in conformity with the requirements of the applicable building codes of Norfolk, Madison County, Nebraska.
23. No dome homes, earthen homes, A-frame type homes, single wide or double wide mobile homes, prefabricated homes, house trailers, manufactured homes on any Lot.
24. No wood decks or steps shall be permitted on the road side of any residential structure located on a Lot.
25. No swimming pool may extend more than one (1) foot above ground level.
26. All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool can be drained to the lake, street, storm sewer or drainage ditch. The Owner must drain the pool by using a tank trunk.
27. Prior to constructing any in ground pool, the Owner must first deliver construction plans, landscaping plans and site plans with the grade elevations to the Committee pursuant to the requirements set forth above in Article VI for approval. The plans must show, but not limited to, pool location, pool fence, retaining wall, landscaping and all improvements related to the pool along with a description of the materials used, the dimensions of all improvements and the location of all improvements. Approval of pool plans is in the discretion of the Committee.
28. Exterior lighting installed on any Lot and/or Improvement shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots or those using the Lake at night.
29. All fences must be approved in writing by the Committee prior to being installed. Fences are allowed only in the Backyard Area, not allowed in the Front Yard, Side Yard, Transitional Area, or Beach Area. All fencing on any Lot shall be constructed of a material consistent with the design and character of Medelmans Lake Subdivision but shall not be of chain-link type or of wood plank with a maximum height of four feet (4'). Six feet (6') is allowable with special written approval from the Committee.
30. All landscaping must be approved in writing by the Committee prior to being installed. Each lakeside Lot shall plant, at Owner's expense, at least three (3) of at least two inch

(2”), preferably three inch (3”) in diameter deciduous trees located in the Front Yard as soon as weather permits. Each off-lake Lot shall plant, at the Owner’s expense, at least three (3) of at least two inch (2”), preferably three inch (3”) in diameter deciduous trees located in the Front Yard as soon as weather permits.

31. No lawn irrigation equipment shall draw from the Lake for watering lawns.
32. Prior to occupancy, or as soon as weather permits, all front lawns, including all areas between each Residence and any adjacent street shall be fully sodded or seeded. Each Owner shall maintain or cause to be maintained, at its expense, its Lot, including any adjacent public right-of-ways, in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental and safety ordinances, codes, regulations and requirements applicable thereto. Such maintenance shall include, but not be limited to, maintaining, mowing, weeding, thinning, trimming, watering, cultivating and pruning all landscaped areas within each Lot, including any adjacent or public right-of-ways, to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; dead or dying plants shall be removed and replaced; all plants, trees and lawns are to be irrigated as often as necessary to maintain healthy growing conditions. Chemicals applied to the lawns shall be only those approved by the Committee, or the Association. Owners must use an approved fertilizer with ZERO phosphorus.
33. Each Lot shall maintain its Lot with sufficient landscaping and plantings to prevent any erosion upon its Lot that will result in damage to that Lot or to any adjacent Lot.
34. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. No dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute and actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.
35. Lakeside Lot Owners will protect the lake from damage by preventing any debris, including grass clippings and ice melting chemicals from going into the Lake.
36. Except as otherwise provided herein, all undeveloped portions of each Lot shall be maintained at all times by the Owner in a well-maintained condition, free of unsightly or unattractive weeds or other growth or the accumulation of rubbish, junk, and debris thereon. Undeveloped Lots shall not be used for dumping of earth or any waste materials, and no vegetation vacant Lots shall be allowed to reach a height in excess of twelve (12”) inches, unless Declarant or CNW Owned.

37. All construction activities of any kind on any Lot shall be governed by the provisions of this Declaration and corresponding provisions of the Association guidelines or Committee guidelines. All construction activities shall be carried out in an orderly and timely manner and all construction equipment and building materials stored on a Lot may be kept only in areas approved by the Committee, and the Committee may also require screening of such storage areas. All portable toilets shall be located at least twenty-five (25') feet from the boundary lines of the Lot and shall be emptied as often as necessary to ensure the absence of odors. Dust from all construction sites shall be controlled at all times in manners set forth by the Association and/or Committee. If trucks entering and leaving the Lot deposit mud or dust on any streets or walkways, the Owner of the Lot on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets and/or walkways (or causing the same to be maintained) in a clean condition on a daily basis, as determined by the Committee.
38. No excavation shall be permitted on a Lot, unless Declarant or CNW owned, except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled to those grade and slopes established by Declarant. No Owner shall perform any excavation upon its Lot that will result in damage to any adjacent Lot. No Owner, Lessee, or occupant shall import any soil or other fill material on any Lot within Medelmans Lake Subdivision without the express written approval of the Committee. No excavation material shall be spread across any Lot in such a fashion as to change the grade or contour of any Lot.
39. Erosion Control must be maintained during the construction period and until vegetation is established on the Lot, to avoid run off of excavation and Lot grading material to flow into the Lake. A silt fence must be installed at the rear of the Lot along the beach line, and must be maintained during construction.
40. All grades from the front line of the residence must drain to the street. All Front Yard exterior drain spouts should be discharged to the street.
41. It will be encouraged to grade the backyard to a drain and then piped to the lake via a drainage pipe to prevent water from draining over or through any retaining walls.
42. Any type of wall or terrace installed to minimize beach erosion must be at least thirty five feet (35') feet from the water line. Any placement of wall or terrace installed to minimize beach erosion must be preapproved by the Committee.
43. The Lot Owners acknowledge that Declarant and Declarant's appointee has employed a professional grading company and other professionals including engineers. However, the Declarant and Declarant's appointee is not liable for beach erosion. The Declarant and Declarant's appointee shall not be liable for any erosion on Lot. The Owner of each Lot

agrees to maintain its beach area, and Lot, including erosion control. Any issues with water pooling in a Lot shall be addressed by the Lot Owner.

44. Retaining Walls need to have a natural stone appearance. No railroad tie retaining walls are permitted. Design, placement, and materials needed for Retaining Walls will have to be approved by the Committee.
45. Each Lot Owner is responsible for all sediment and erosion control on their Lot. Material (dirt or sand) shall not be allowed to wash into the Lake. Lot Owners or Lessees shall not at any time fill, block or obstruct any drainage facilitates or drainage structures on its Lot. No structure or any kind shall be constructed and no vegetation shall be planted or allowed to grow within any drainage areas which may impede the flow of water under, over or through said areas. Down spouts and other storm water collection points must be piped to the Lake to minimize erosion via an at least ten inch (10") drainage pipe on each side of the a Lot. Lot Owners are encouraged to work with neighboring homeowners to share drainage solutions on common Lot lines. Any proposed joint or shared draining solutions must still be approved by the Committee.
46. Any exterior air conditioning unit shall be placed in the Side Yard or Back Yard so as not to be visible from public view. If located on a Side Yard, the unit should have landscaping or screening.
47. All utility service lines for each Lot to a dwelling or other improvement shall be underground.

#### **ARTICLE VIII**

#### **ADDITIONAL RESTRICTIONS AND OTHER PROVISIONS**

1. No platted Lot within the Property, not owned by Declarant or CNW shall be subdivided or combined with an abutting Lot without the prior written consent of the Committee.
2. No application for rezoning of any Lot within Medelmans Lake Subdivision, and no applications for variances to the site regulators shall be filed with any governmental authority unless the proposed variance or rezoning has been approved by the Declarant during the Period of Declarant's Control and thereafter by the Committee, and the proposed use must otherwise comply with this Declaration. Any portion of the Property owned by Declarant, CNW is exempt from this restriction on rezoning and variance request set forth in this Section.
3. Agricultural uses, including animal husbandry, commercial breeding businesses or feed lots are prohibited. No animal, livestock, poultry or fowl of any kind shall be maintained on or in any Lot, except for reasonable numbers of generally recognized domestic pets (but not in connection with the operation of a commercial breeding business), provided that the same do not make an unreasonable amount of noise or create a nuisance. There will be a

three (3) limit per Lot. Any breed deemed dangerous and/or aggressive will not be permitted. The Declarant reserves the right to advise any Lot owner whether or not their pet is considered a dangerous breed and will not be permitted within the development.

4. No stable or other shelter for any animal, livestock, fowl, or poultry, shall be erected, altered, placed, or permitted to remain on any Lot, except for a dog house. Dog houses shall not be allowed on the road side. All dog runs or kennels will only be permitted in the Back Yard and will have the same Side Yard set-back as the Lot. All dog runs shall have the same fencing requirements set forth above. All dog runs, dog houses, or kennels shall be within twenty-five feet (25') of the back of the residence on the Lot. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Committee.
5. All pets of Owners of Lots, as permitted by the rules of the Association and this Declaration, must be kept in the inside of the residence located upon a Lot, unless pet is outside in a dog run or dog house as set forth above in Article VIII Section 4, or on a leash, under control of the Owner. No dogs are permitted to be staked with a chain/leash/rope on the Lot on a permanent basis.
6. No parking of any nature whatsoever will be permitted within the Common Area, except in the designated parking stalls. Parking in the guest parking stalls or designated parking stalls in the Common Area shall be subject to any Rules or Regulations adopted by the Board from time to time.
7. All refuse containers shall be stored so that they cannot be seen from any other Lot or the Common Area. All rubbish, trash and garbage shall be promptly removed from any Lot. Outside storage of materials, supplies, except as set forth in this Declaration during Construction Phase, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.
8. Except as placed or erected by Declarant or his assigns, agents or successors, or as otherwise permitted by the Committee, no signs of any type or nature shall be erected, placed, or permitted to remain on the Property or any portion thereof, except one sign per Lot consisting of not more than six (6) square feet advertising a Lot or residence as "For Sale". Provided, however, during construction, a professionally prepared sign of not more than six (6) square feet may be used for advertising the builder and the bank which financed the construction loan for the home.
9. Antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio signals, or other utility signals may be placed on any Lot or Improvement on any Lot subject to the prior written approval of the Committee as to location, size, and screening in the Committee's sole discretion.



10. There shall be only one (1) basketball pole and hoop per Lot.
11. No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot.
12. All garage doors on the residence located upon the Lot will remain closed when the garage is not in use.
13. All residential dwelling units shall be equipped with address numerals, which conspicuously identify the address of the residence.
14. No Owner, Lessee or other Person shall create a nuisance in Medelmans Lake Subdivision or use any Lot for any activity or purpose which is considered by the Board, the Committee, or Declarant during the Period of Declarant Control, in its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Board, Committee, or Declarant during the Period of Declarant Control will disturb or tend to disturb other Owners or Lessees in Medelmans Lake Subdivision, or which is deemed by the Board, Committee, or Declarant during the Period of Declarant Control to constitute a nuisance. Further, no offensive or illegal activity shall be carried out on a Lot or upon the Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot or upon the Property, nor shall anything be done which may be or become an annoyance to the Owners and Lessees.
15. No outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours 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.
16. No boat, camper, motor home, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than within the residence) for more than forty-eight (48) hours. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. Boats which are not in the water, boat trailers, recreational vehicles, campers and other trailers must be removed from the Owner's Lot within 48 hours unless stored in the garage of the residence. Boats on trailers may be parked in a driveway when Owners are readying their boats for putting the boat in the lake for the season and/or removing the boat for storage. Maintaining boats, boat trailers, recreational vehicles, campers and other trailers on the Lot, other than set forth herein, are not allowed.
17. 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.

18. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in the Property.
19. No machinery or equipment not owned by Declarant or CNW of any kind shall be placed, operated or maintained within Medelmans Lake Subdivision, except such machinery or equipment as is usual and customary in connection with Declarant's sales, marketing, development, maintenance or construction of Improvements, or construction of any Improvements within the Property which are within the permitted uses of such Property, and except that which Declarant or the Board may require or permit for the operation and maintenance of the Common Area.
20. Except as noted herein 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, color, gutters, doors, front yard landscaping, lawn, brick, light fixtures, foundations, driveways, or sidewalks without the written approval of the Committee.
21. No temporary structure of any character, and no car port, trailer, modular home, open basement, tool shed, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An Owner may erect a swing set, playground equipment, gazebo, or other non-prohibited structure on a Lot, not on Beach Area, only after securing the prior written approval of the Committee. No structure or dwelling shall be moved from outside the Property to any Lot without the prior approval of the Committee.
22. No residence located on a Lot within the Property shall be utilized for any commercial or home occupation use.
23. All Lot Owners, Members of the Association or any other person or entity using or entering the Property shall be responsible for taking reasonable steps to ensure the safety of all Members and guests. Any condition or obstruction within the Property that may pose a risk of safety to the Members or their guests shall be reported to Declarant, or the Board immediately. Furthermore, each Member shall take reasonable steps to warn or otherwise abate the condition or obstruction until the Board or Declarant has had time to address the situation.
24. Declarant during the Period of Declarant Control, and the Association shall have the authority to adopt and enforce Rules and Regulations that are in the best interests of the Association, that are not explicitly set forth herein, or contrary to the declarations herein. No Member shall face any discipline under a new Rule or Regulation until such Rule or Regulation has been adopted by a majority of the Board and the members have been informed of such new Rule or Regulation.

25. Any Owner installing a geothermal heating/cooling system shall use a closed system which must be approved by the Committee.
26. Any Lot upon which there is a heat pump shall not permit the discharge of excess water from the heat pump into the Lake.
27. No incinerator or trash burner shall be permitted on any Lot.
28. Each Owner shall purchase such liability, fire, or other casualty insurance as such Owner desires or as may be required by any Mortgagee of a Mortgage encumbering its Lot. The Association shall not be obligated to insure any Lot or any portion thereof or any Improvements thereon.
29. If all or any portion of a Lot or any Improvement on any such Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild, repair or reconstruct the Lot and the Improvements thereon in a manner which will restore them to a condition and appearance approved by the Committee or Board and the City or raze and remove the damaged Improvements, restoring the Lot substantially to its original unimproved condition or any combination of these in a manner satisfactory to the Board. The Owner of any Lot on which damaged Improvements are located shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and removal and/or reconstruction to commence within three (3) months after the damage occurs and to be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond its reasonable control, as determined by the Board, or the Owner receives a written extension of time by the Board.
30. The Association shall maintain the Common Areas within Medelmans Lake Subdivision, including Improvements within the Common Areas; all landscaping improvements within the Common Areas in good condition and repair, and replace the same as may be necessary from time to time. The Board shall maintain a reasonably high standard in providing for the repair, management, maintenance and replacement of the Common Areas, however, the Board shall be the sole judge as to the appropriate maintenance thereof. The cost of maintenance, repair and replacement for which the Association is responsible under this Section shall be apportioned amongst the Owners in the same pro rata basis as set forth in this Declaration, and shall be assessed as part of the regular assessments in accordance with this Declaration. Provided, however, that the cost of any maintenance, repair or replacement of the Common Areas for which an Owner is responsible pursuant to this Declaration shall be reimbursed by such Owner.
31. All Persons and their watercrafts and/or motorized vehicles using the Lake and other Common Areas must comply with the Associations Rules and Regulations, as such Rules and Regulations may be amended from time to time by the Declarant during the Period of Declarant Control and thereafter by the Association. All watercraft operating on the Lake

must comply with applicable laws, regulations and ordinances, including but not limited to the Nebraska Boating Guide, the City of Norfolk and Madison County, Nebraska. Use of any "All Terrain Vehicles" with headlights and taillights must comply with the Association's Rules and Regulations and all applicable laws, regulations and ordinances governing use of the same. Golf carts with headlights and taillights will be allowed, provided they are operated in compliance with all state and local laws, as well the Association's Rules and Regulations. All watercraft, ATVs, golf carts must be registered with the Association, carry liability insurance and must display an Association sticker and Lot number.

32. A boat launch area will be available and once a boat launch area has been established, it will be maintained regularly and governed by the Association. The boat ramp into the lake shall be kept locked at all times to prevent the unauthorized use of the Lake by any Person.
33. All boats, ATVs, including any similar motorized type vehicle, and golf carts, must be owned and operated by Owners or Lessees of the Lot. There will be no unauthorized use of the lake or Common Areas by nonresidents or guests of Owners, occupants or Lessees at any time.
34. Boats and other personal watercraft, ATVs, and golf carts that are not owned or leased by the Owners or Lessees of a Lot shall be not be permitted in the Lake or within any of the Common Areas. In order to preserve the health of the Lake and eliminate the threat of Zebra Mussels and other invasive species, the following conditions must be adhered to: (i) a boat launched in spring must stay at the Lake until fall, unless otherwise permitted by the Association, and (ii) if an Owner desires to remove his or her boat or watercraft during the boating season as determined by the Association, they will not be permitted to launch their boat or watercraft in the lake until the beginning of the next boating season (excluding removal of any such boat or watercraft for service or repair provided the boat or watercraft has been thoroughly washed-out by an authorized dealer or repair service and has sat on dry land for a period of fourteen (14) days.
35. Any agreement for the lease of all or any portion of a Lot must be in writing and must provide by its terms that it is subject to the Declaration, the rules of the Association, the Articles and the Bylaws, and that any violation of the Declaration or other documents listed above shall be a default under the lease. Notwithstanding the foregoing, the Owner of the Lot shall remain liable for any violations of this Declaration, the rules of the Association, the Article and Bylaws. All notices hereunder shall be sent to the Owner.

**ARTICLE IX**  
**FUNDS AND ASSESSMENTS**

1. Declarant, for each Lot owned within Medelmans Lake Subdivision, hereby covenants, and each successive Owner, by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association the Assessments which

the Board is authorized to levy pursuant to the provisions of this Declaration. All Assessments, which shall include all the charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due and owing. The personal obligation for delinquent Assessments shall not pass to said Person's successors in title, unless expressly assumed by them. If more than one Person was the Owner of a Lot, the personal obligation to pay such Assessment respecting such Lot shall be both joint and several. All past due Assessments shall be paid in full either at the time of transfer of title or before and be part of closing if applicable. It is the responsibility of the Association to file all liens.

2. The Assessments shall be used to enhance, maintain and protect the desirability, attractiveness and safety of Medelmans Lake Subdivision; for the improvement and maintenance of the Common areas; to reimburse the Association for the costs incurred in bringing an Owner into compliance with this Declaration, the Articles, Bylaws, and/or Rules adopted by the Board; and for the common good and benefit of Medelmans Lake Subdivision, the Association and the members, as determined by the Board.
3. Within sixty (60) days after the end of each fiscal year of the Association, the board shall prepare, or cause to be prepared, and distribute to all members of the Association an operating budget for the next fiscal year setting forth the estimated revenues and expenses for said fiscal year and the total cash reserves of the Association currently available for expenditures.
4. After the close of the Association's fiscal year, the Board shall prepare, or cause to be prepared, and distribute to each member a balance sheet and a statement of actual expenses and income for the preceding fiscal year.
5. The Association may establish and maintain a reserve account into which the Board shall deposit all funds collected as reserves for contingencies and the repair and replacement of Common Area and Improvements. The Association shall also maintain one or more operating accounts into which the Board shall deposit all other funds paid to the Association as Assessments or otherwise received by the Association as provided in this Declaration. All funds shall be held in trust by the Association for the use and benefit of its members.
6. Regular assessments shall be used for all expenses incurred by the Association for (i) the administration, operation, maintenance, repair and replacement of the Common Areas and any Improvements therein, including all taxes and insurance; (ii) maintaining the landscaping on all of the Common Areas; (iii) carrying out the duties, rights and obligations

of the Association, including the Board and the Committee, as provided for in this Declaration.

7. The regular assessments provided for in this Article shall commence as to all Lots on the first day of the month following the later of (i) the incorporation of the Association, or (ii) the conveyance of the first Lot to an Owner; provided, however, that Declarant may, at its option, delay the start of regular assessments so long as Declarant elects to perform all maintenance and other obligations of the Association at its sole cost and expense. The first regular assessment shall be adjusted according to the number of months remaining in the fiscal year.
8. Within sixty (60) days after the end of each fiscal year of the Association, beginning with the first full fiscal year after the regular assessments commence, the Board shall meet for the purpose of establishing the regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review an operating statement showing income and expenses for the preceding fiscal year and a preliminary budget, any written comments received from any member, and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the members of the Association, shall establish an operating budget and the regular assessment for the forthcoming year.
9. Regular assessments shall be due and payable by the owners to the Association annually on or before the first of April each successive calendar year, or in such other manner as the Board shall designate.
10. Failure by the Board to fix regular assessments hereunder before the expiration of any fiscal year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the Assessments, or any installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.
11. Special assessments may be levied by the Board from time to time during any fiscal year if the Board determines that the estimated total amount of funds necessary to defray the expenses of the Association for a given fiscal year is or will become inadequate to meet expenses due to unanticipated delinquencies or cost and fees incurred to enforce this Declaration, costs of construction or unexpected repairs, replacements or reconstruction of Improvements in the Common Areas or if funds are otherwise required for any activity or purpose of the Association permitted under this Declaration.
12. The Board shall determine the approximate amount necessary to defray the expenses set forth in the special assessment described above, and, if the amount is approved by a majority of the Board, it shall become a special assessment.

13. The Board may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot. Special assessments shall be due and payable within ten (10) days after a member receives written notice from the Board specifying the amount of the special assessment, unless the Board specifies in such notice a later date of payment.
14. The Board may levy a reimbursement assessment against any Owner who fails to comply in any respect with this Declaration, the Articles, Bylaws, the Rules promulgated by the Board or as otherwise permitted elsewhere in this Declaration, in an amount equal to any monies expended by the Association in remedying an Owner's failure to comply under this Declaration or in the amount of a fine or penalty imposed pursuant to this Declaration. All such reimbursement assessments shall be paid to the Association within five (5) days after demand.
15. Capital improvement assessments may be levied by the Association for the purpose of defraying, in whole or in part, the cost of construction of any Improvements deemed reasonably necessary by the Board for the benefit of Medelmans Lake Subdivision.
16. Capital improvement assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate for the payments thereof.
17. All Assessments (other than a reimbursement assessment levied against an Owner pursuant to this Article) shall be fixed at a uniform rate and levied based upon the annual budget, needs, and expenditures of the Association, as determined by the Board of the Association.
18. The Board, on not less than twenty (20) days prior written request and for a reasonable fee to be established from time to time by the Board, shall execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of the Association with no duty to investigate or make further inquiry, a particular Owner is in default as to its Lot under the provisions of this Declaration, and further stating the dates to which installments of Assessments have been paid as to such Lot. Any such certificate may be relied on by a prospective purchaser of the Lot or a prospective Mortgagee, but reliance on such certificate shall not extend to any default (except one involving the payments of Assessments) of which the signer had no actual knowledge.
19. The foregoing notwithstanding, all Exempt Property shall be exempted from paying Assessments and the Assessment liens provided for in Article IX, and the Owner of Exempt Property shall not be a Member and shall have no voting rights.
20. The Declarant and CNW shall be exempt from the payment of all Assessments on any and all Undeveloped Lots, Outlots, or unplatted property within the Property owned by

Declarant or CNW; provided, however, the Declarant and CNW agree to maintain the Undeveloped Lots, Outlots, or unplatted property within the Property owned by the Declarant and CNW in a neat and orderly condition at its own expense.

**ARTICLE X**  
**COLLECTION OF ASSESSMENTS AND ASSESSMENT LIENS**

1. The right to collect and enforce Assessments, including all related interest, late charges, costs and fees, is vested in the Board acting for and on behalf of the Association. The Board, or its authorized representative, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may enforce the continuing lien against the Owner's Lot by judicial foreclosure proceedings. Any suit to recover a money judgment for unpaid Assessments, together with all other amounts described in this Article, may be maintainable with or without foreclosing or waiving the lien rights.
2. Failure to make payment of any Assessment or installment thereof related to any Lot on or before the due date shall constitute a default and all amounts that are delinquent shall bear interest at a rate per annum equal to five percent (5%) more than the Prime Rate on the date of default (and shall fluctuate thereafter as the Prime Rate changes from time to time) and, if not paid within ten (10) days, a late charge of five percent (5%) (or such lower interest and late charges as the Board shall determine in its discretion) shall also be due on the outstanding balance, and all costs and expenses incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the Assessment past due and the full Assessment shall be a lien against such Lot. The lien created pursuant to this Article shall not be foreclosed until the Board or its authorized representative has delivered written notice to the delinquent Owner or Owners and any first Mortgagee that filed a request for notice with the Declarant or Board not less than fifteen (15) days before commencement of any proceedings to enforce such lien, which shall set forth notice of default and a demand for payment, and unless such delinquency has not been cured in full within said 15-day period, including payment in full of all interest and late charges.
3. Upon the giving of notice and failure to cure as provided in this Article, the Association may record a notice assessment lien against the Lot of the defaulting Owner. In addition, the Association may proceed to foreclose the Recorded Assessment Lien provided for in this Article in any manner provided or permitted for the foreclosure of reality mortgages in the State of Nebraska (including the right to recover any delinquency). The Association shall not be obligated to release any Recorded Assessment Lien until all delinquent Assessments, including interest, late charges, attorneys' fees and collections costs, have been paid in full, whether or not all such amounts are set forth in the recorded notice. On becoming delinquent in the payment of any Assessments or installments thereof, each delinquent Owner shall be deemed to have absolutely assigned all rents, issues and profits of his Lot to the Association and shall further be deemed to have consented to the



appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale to acquire, hold, lease, mortgage and convey the Lot.

4. All Assessments shall be payable in the amounts covered by the particular Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Lot or a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.
5. The Assessment lien herein shall be superior to all charges, liens and encumbrances, including without limitation all mortgages, and deeds of trust (except as provided below), federal and state tax liens, judgment liens, and liens for labor or materials, which may be hereafter imposed against any portion of the Property.
6. Notwithstanding the foregoing, the Assessment liens provided for herein shall be subordinate and subject to the lien for governmental taxes and assessments which is deemed superior hereto by applicable law and the lien any first Mortgage encumbering a Lot which is recorded prior to the Recorded Assessment Lien referred to above, but only as to advances or payments made pursuant to said Mortgage prior to the time the Recorded Assessment Lien is placed of record, and provided further that each such first Mortgage must have been made in good faith and for value and duly recorded in the office of the Madison County Register of Deeds prior to the recording of the Recorded Assessment Lien. The sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from any obligation to pay any Assessments thereafter becoming due nor from the lien securing any subsequent Assessments. Where the holder of a first Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such title holder, its successors and assigns, shall not be liable for Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such lot by such acquirer, except for the share of Assessments resulting from a reallocation of Assessments which are made against all Lots. The Assessment lien herein shall not be subordinate to the lien of any Mortgage which is junior to a first Mortgage.
7. After the sale of any Lot within Medelmans Lake Subdivision, the selling Owner or Owners shall not be personally liable for any Assessment levied on its Lot after the date of such transfer of ownership and written notice of such transfer is delivered to the Association. However, except as provided above with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all Assessments, including Assessments levied prior to the date of transfer. The selling Owner(s) shall also remain personally responsible for all Assessments and charges levied on his Lot prior to any such transfer. Upon the transfer of ownership of any

Lot or Lot (excluding the initial sale by Declarant), the Board in its discretion, may charge a reasonable transfer assessment to cover administrative costs associated with said transfer of ownership.

8. In addition to the other remedies set forth in this Article, the Board shall have the right to suspend the right of any Owner who is in default on any Assessments to vote, and/or use the Lake and Common Areas pursuant to this Declaration, or the Articles and the Bylaws during the period of any default.
9. If the Association elects to enter into contracts with Owners for the performance of special maintenance or other services to that Owner's Lot, any fees charged to that Owner for such services shall be due within ten (10) days after billing, shall be an Assessment, shall be secured by the Assessment lien, shall be the Owner's personal responsibility, and shall be enforceable as provided herein with respect to the Assessments.

**ARTICLE XI**  
**CITY WATER LOOP PAYMENT**

1. Pursuant to that certain Water Loop Agreement dated September 5, 2017, and filed with the Register of Deeds, Madison County, Nebraska, on October 16, 2017, in Book 2017 Page 04641, entered into by and between Declarant, CNW, and the City and attached hereto as Exhibit "C" and incorporated herein by this reference, at the initial sale of Lot from Declarant to Owner or Owners for Lots in Phases One through Ten (1-10) of Medelmans Lake Subdivision, Phases are defined as sequential future additions of final plats approved by the City for development, each Owner will pay to the City of Norfolk a defined fee. Lots 1-14 and Lots 200, 225, 226, and 250 are contained in Phase 1 pursuant to the Water Loop Agreement and have a defined Water Loop fee of \$1,875.00 per Lot. Fees per Lot are defined for each subsequent Phase in Exhibit "C" attached hereto.
2. The Water Loop Payment shall be in addition to any cost of Lot and shall be paid at time of closing of Lot. City shall have the right to withhold and not issue any building permit for any Lot until the Lot Water Loop Payment is paid in full to the City. Owner or Owners waive any right to challenge the withholding and nonissuance of any building permit.
3. Upon receipt of the Water Loop Payment for the Lot, City shall, upon written request, issue a Partial Release in recordable form to release such Lot from the operation of the Article and the Water Loop Agreement.
4. The Water Loop Agreement shall run with the land and be binding on the Owner or Owners of individual Lots until City receives payment for said individual Lot from the Owner or Owners.

**ARTICLE XII**  
**REAL ESTATE TAXES**

1. Declarant and the Community Development Agency of the City of Norfolk, (the “CDA”) entered into a Redevelopment Contract (Medelmans Lake Redevelopment Project – Phase 1 Project), “Redevelopment Contract”, on September 5, 2017, which was filed with the Register of Deeds of Madison County, Nebraska, on October 16, 2017 in Book 2017 Page 04639. This specific contract referenced governs lakeside Lots 1-14 and off-lake Lots 200, 225, 226, and 250.
2. Pursuant to the Redevelopment Contract, it is intended that each lakeside Lot 1-14 shall have a taxable real property valuation of not less than Four Hundred Ninety Five Thousand and No/100 Dollars (\$495,000.00) (the “Minimum Lakeside Lot Valuation”) and each off-lake Lot 200, 225, 226, 250 shall have a taxable real property valuation of not less than Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00) (the “Minimum Off-Lake Valuation”).
3. During the period of the Redevelopment Contract, each Owner of Lots 1-14, 200, 225, 226, 250 will not protest a real estate property valuation of any of the above referenced Lots to a sum less than or equal to the Minimum Lakeside Lot Valuation for Lots 1-14 or the Minimum Off-Lake Valuation for Lots 200, 225, 226, 250.
4. If, during the period of the Redevelopment Contract and after the filing of a Notice to Divide for each respective Lot described above, the Lakeside Lots 1-14 are assessed on average at less than the Minimum Lakeside Lot Valuation, or the off-lake Lots described above are assessed on average at less than the Minimum Off-Lake Valuation, Declarant shall seek to protest the valuation of the Lakeside Lots upwards such that the average valuation of the Lakeside Lots I equal to or greater than the Minimum Lakeside Lot Valuation, and seek to protest the valuation of the Off-Lake Lots upwards such that the average valuation of the Off-Lake Lots is equal to or greater than the minimum Off-Lake Lot Valuation.
5. Declarant intends into enter into a Redevelopment Contract with the CDA for each subsequent Phase and Addition of Medelmans Lake Subdivision. This Article will be amended from time to time by Declarant for each additional Phase to include the Minimum Lakeside Valuation and Minimum Off-Lake Valuation for the Lots included in that subsequent Phase.

**ARTICLE XIII**  
**DESTRUCTION OR CONDEMNATION OF COMMON AREAS; INSURANCE**

1. Once constructed in accordance with this Declaration, in the event of any damage to or destruction of all or a portion of the Common Area, the Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association, as applicable, shall, with

due diligence and repair, restore and rebuild (or cause the restoration and rebuilding of) the Improvements within the Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with the Declaration, as modified hereunder). Within a reasonable time after the damage or destruction of all or any other portion of the Common Area, the Board shall cause the same to be repaired, reconstructed and restored substantially to the same condition as the same existed prior to such damage or destruction.

2. During the Period of Declarant Control, the Board thereafter and/or the Association, as applicable, shall procure and maintain (or cause to be procured and maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising hereunder), death, or property damage occurring upon the Common Area, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any such insurance coverage shall be procured through companies which are authorized to do business in the State of Nebraska and are governed by the regulatory authority which establishes maximum rates in the vicinity, and naming each Owner as additional insureds. If upon such damage or destruction the proceeds of insurance available to the Association are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Common Areas, the Board shall be authorized specially assess all owners and Lots for the additional funds needed pursuant to this Declaration.
3. The Board shall represent all members in connection with any condemnation proceeding regarding the Common Area and shall be entitled to negotiate and settle with the condemning authority and to make a voluntary sale to the condemning authority in lieu of legal action. All condemnation proceeds regarding the Common Area shall be paid to the Association to be used by the Board in its sole discretion for the purposes set forth in this Declaration, after paying any costs or fees incurred by the Association in negotiating, settling and contesting the condemnation.

#### **ARTICLE XIV**

#### **DURATION, MODIFICATION AND TERMINATION**

1. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect at all times and shall run with and bind the land, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in this Article XIV below) for a period of thirty (30) years, commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Madison County, Nebraska; provided, however, that the easements referred to in this Declaration which are specified as being perpetual shall continue in full force and effect after the termination if any of this Declaration. From and after said date, this Declaration, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each, unless earlier terminated as proved in Article XIV Section 2 below.

2. This Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Property, by the terms of a recorded document executed by Declarant in its full and absolute discretion until the expiration of the Period of Declarant Control. Thereafter, this Declaration or any provisions hereof, may terminated, modified or amended in whole or in part with respect to all or any portion of the Property by a vote of all Owners holding at least two-thirds (66%) of the voting rights in the Association.

**ARTICLE XV**  
**RESERVED RIGHTS OF DECLARANT**

1. Declarant shall have, and hereby reserves the right, to construct additional Improvements within the Common Areas from time to time for the improvement and enhancement of the Common Areas and of Medelmans Lake Subdivision and for the benefit of the Association and its Members, and the same shall be maintained by the Association pursuant to this Declaration.
2. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right (i) to subdivide or re-subdivide or otherwise split or combine any portion of the Property or otherwise to complete development of Lots or the Property; (ii) to construct or alter Improvements on any Lot or any portion of the Property owned by Declarant or CNW; (iii) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilitates on any Lot owned by Declarant or by the Association within the Property; and (iv) without the approval of the Association or the Architectural Committee, to excavate, cut, fill or grade any Lot or portion of the Property owned by Declarant or CNW, or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant or CNW, or to alter its construction plans or design or to rezone or amend its master plan or any development documents agreed to by Declarant and the City, and to permit any activity, use or improvement by Declarant on any Lot or portion of the Property owned by Declarant or CNW. Without limiting the generality of the foregoing, the Declarant and CNW during the Period of Declarant Control, shall be exempt from the provisions setting forth time for construction, approval, and commencing construction and any penalties or restrictions placed on use of the Property while in a period of construction.
3. During the Period of Declarant Control, Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and sale of the Property in, on, under, over and across any Lots or other portion of the Property owned by Declarant or CNW, the Common Areas. The foregoing notwithstanding, the Declarant shall not grant an easement which materially and adversely impairs the use of such Common Area for the purposes originally intended.
4. During the Period of Declarant Control and for a period of twenty (20) years thereafter, Declarant or CNW shall have, and hereby reserves, the right to convey additional real

property and any Improvements thereon, or grant easements against the Property, to the Association at any time and from time to time for use as Common Areas, and the Association shall be obligated to assume administrative and maintenance responsibilities in accordance with this Declaration.

5. During the Period of Declarant Control and for a period of twenty (20) years thereafter, the Declarant reserves the right, without consent or approval of any other Owner or the Association, to expand the Association or amend this Declaration to include additional residential lots in any subdivision or additions to Medelmans Lake Subdivision which are contiguous to any Lots or Medelmans Lake Subdivision and are generally shown on the map attached as Exhibit "B". Such expansion(s) may be affected from time to time by Declarant or Declarant's assignee by recordation with the Register of Deeds of Madison County, Nebraska of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth identity of the additional residential lots (hereinafter "Subsequent Phase Declaration"). Upon recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Declaration, and the Owners of the additional residential lots shall be Members of the Association all rights, privileges and obligations accorded or accruing to members of the Association.
6. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to record amendments to the Plat for Medelmans Lake Subdivision from time to time. Each Owner of a Lot (whether conveyed by metes and bounds description prior to the recording of a Plat, or as a platted Lot after the recording thereof) shall promptly upon receipt approve and sign any such Plat or consent to Plat and shall promptly return the same to Declarant, provided that such Plat does not alter the size or configuration of said Owner's Lot or adversely affect ingress or egress to or from Owner's Lot.
7. Anything in this Article to the contrary notwithstanding, the foregoing rights in favor of Declarant or CNW shall not in any way be construed as creating any obligation on the part of Declarant or CNW to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property, grant any easements, or file any Additions to or Amendments to the Plat of Medelmans Lake Subdivision referred to in this Article.

#### **ARTICLE XVI**

#### **ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES**

1. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and

shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Madison County, Nebraska. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of the Board or other Owners, temporarily or permanently relieve itself of all or a portion of its rights and obligation under this Declaration by filing in the Register of Deeds of Madison County, Nebraska, a notice stating that Declarant has surrendered the rights and obligations specified therein, and upon the recording of such notice, said powers and obligations so specified shall immediately vest in the Board of Directors unless otherwise specified therein.

**ARTICLE XVII**  
**GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Declarant, any Owner of a Lot, or CNW shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions, restrictions, provision, and easements now or hereinafter imposed by the provisions of this Declaration either to prevent or to restrain any violation or to recover dues, damages, injunctive relief, specific performance, or fines for such violation.
2. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of the Declaration or any amended Declaration within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonable be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the Prime Rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the Prime Rate, plus two Percent (2%), as above described.
3. No default under or violation of any provision of this Declaration shall defeat or make invalid the lien of any Mortgage or similar instruments securing a loan made in good faith and for value with respect to the development or permanent financing, or any refinancing, of any Lot or portion thereof, or any Improvement thereon. However, all of the provisions of this Declaration shall be binding upon and effective against any subsequent Owner of any lot or any portion thereof whose title is acquired by foreclosure, trustee sale, and deed in lieu of foreclosure or otherwise pursuant to the lien rights under any such Mortgage or similar instrument.

4. In any legal or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, the losing party or parties, as determined by the court for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties, as fixed by the court in such proceedings.
5. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed to be a duty upon Declarant or the Board a duty to take any action to enforce the provisions of this Declaration.
6. Invalidation of any covenant, condition, restriction, provision, or easement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
7. In addition to the other remedies set forth herein and available to it, the Board shall have the right to suspend a defaulting Owner's right to vote under this Declaration and the Articles and Bylaws during the period of default and to suspend defaulting Owner's use of Common Areas and the Lake.
8. Neither Declarant, the board or any member thereof, the Committee or any member thereof, nor their successors or assigns (if such Persons have acted in good faith, without willful or intentional misconduct) shall be liable to any Owner or Lessee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, or action or inaction in regard to the enforcement of failure to enforce the Provisions of this Declaration, or any part hereof. Each Owner and Lessee acquiring an interest agrees that it will not bring any action or suit against Declarant, the Board or any member thereof, or the Committee or any member thereof, from time to time, or their successors and assigns, to recover any such damages or to seek equitable relief.
9. Medelmans Lake Development, Inc., or its successor or assign, may terminate its status as Declarant and Declarant's appointee under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant and Declarant's appointee. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant and Declarant's appointee, and such appointee shall thereafter serve as Declarant and Declarant's appointee with the same authority and powers as the original Declarant and Declarant's appointee.
10. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect



thereto in the Office of the County Recorder of Madison County, Nebraska; provided, however, that any such lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Madison County, Nebraska prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the lien described in such notice. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien.

11. No breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
12. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of Medelmans Lake Subdivision is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said Medelmans Lake Subdivision and any Additions thereto.
13. This Declaration shall be governed by and construed in accordance with the laws of the State of Nebraska. Venue for enforcement hereof shall lie exclusively in Madison County, Nebraska, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.
14. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Lot within Medelmans Lake Subdivision; and shall create reciprocal rights and obligations between the respective Owners and privity of contract and estate between all grantees of real property in Medelmans Lake Subdivision, their heirs, successors and assigns.
15. Declarant makes no warranties or representations that the plans presently envisioned for the development of Medelmans Lake Subdivision will be carried out, or that any Lot is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to the enforceability. Declarant shall have no liability for the development of Medelmans Lake Subdivision or the enforcement of this Declaration.

16. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
17. Any and all notices, or other communication made pursuant hereto, to Declarant or Committee shall be in writing and shall be deemed properly delivered, given to or received by Declarant or the Committee, as the case may be (a) when personally delivered against receipted copy, or (b) four (4) business days after being mailed by certified or registered mail, postage prepaid; in either case to the Declarant, Board or the Architectural Committee at the following address:

Medelmans Lake Development, Inc.  
702 West Benjamin Avenue  
Norfolk, Ne 68701
18. Declarant, Board and/or Architectural Committee may change its address by (i) giving notice to all Owners, or (ii) giving notice to the Board at the principal office of the Association, or (iii) recording a Notice of Change of Address in the Office of the Register of Deeds of Madison County, Nebraska.
19. A notice to any Owner shall be deemed duly given, delivered and received (a) when personally delivered against receipted copy, or (b) four (4) business days after mailing by certified or registered mail, postage prepaid; in either case to the address of the Owner's Lot or to such other address as the Owner has specified in writing to the Association.
20. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.
21. The covenants and restrictions and provisions contained herein are in addition to the requirements, codes and ordinances imposed by the City on Medelmans Lake Subdivision. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the City, then the more restrictive requirement shall govern.
22. Whenever consent or approval is required hereunder, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall (a) specify the Article and Section hereof which requires that such notice be given or that such consent or approval be obtained; and (b) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. In order to be effective, such consent must be given, denied or conditioned expressly and in writing.
23. Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association, as applicable, shall indemnify and hold each Owner harmless from and against

all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage to or to any person or property arising from the negligent, intentional or willful acts or omissions of such Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association as applicable, its contractors, employees, agents, or others acting on behalf of Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association, as applicable.

*[Signatures on following pages]*

IN WITNESS WHEREOF, Declarant and CNW Development, L.L.C., being the Owners of the Property, have executed this Declaration as of the date of the respective signatory's signature.

MEDELMANS LAKE DEVELOPMENT, INC.,  
a Nebraska Corporation

CNW DEVELOPMENT, L.L.C., a  
Nebraska limited liability company

\_\_\_\_\_  
Paul Medelman, President

\_\_\_\_\_  
Paul Medelman, Sole Member and  
Operating Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Paul Medelman, President of Medelmans Lake Development, Inc., on behalf of the corporation.

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

ACKNOWLEDGMENT

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Paul Medelman, Manager of CNW Development, L.L.C., on behalf of the company.

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS OF THE PROPERTY**

Exhibit "A" contains five (5) pages

**MADISON COUNTY NEBRASKA ASSESSOR  
PARCEL ID: 590156306  
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHWEST QUARTER, A PORTION OF THE NORTHEAST QUARTER, AND A PORTION OF THE SOUTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M.; THENCE SOUTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S01°28'20"E, A DISTANCE OF 201.83' TO A POINT; THENCE N88°31'40"E, A DISTANCE OF 78.43' TO **THE TRUE POINT OF BEGINNING**; THENCE S85°41'59"E, A DISTANCE OF 1,175.72' TO A POINT; THENCE S02°11'20"E, A DISTANCE OF 1,293.95' TO A POINT; THENCE N89°57'35"E, A DISTANCE OF 1,873.25' TO A POINT; THENCE S01°11'40"E, A DISTANCE OF 275.09' TO A POINT; THENCE N89°57'35"E, A DISTANCE OF 834.42' TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE S01°13'18"E, ON THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 628.13' TO SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE S87°47'00"W, ON THE SOUTH LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1,321.78' TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S01°18'38"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 658.09' TO A POINT; THENCE S87°45'44"W, A DISTANCE OF 1,205.74' TO A POINT; THENCE N02°14'16"W, A DISTANCE OF 340.06' TO A POINT; THENCE S87°46'36"W, A DISTANCE OF 726.60' TO A POINT; THENCE S02°21'11"E, A DISTANCE OF 300.25' TO A POINT; THENCE S88°19'18"W, A DISTANCE OF 51.35' TO A POINT; THENCE N01°28'22"W, A DISTANCE OF 585.35' TO A POINT; THENCE S87°46'41"W, A DISTANCE OF 599.84' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, ALSO BEING 33.00' SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE N01°25'37"W, ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, A DISTANCE OF 33.00' TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE N01°28'52"W, ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, A DISTANCE OF 33.00' TO A POINT; THENCE N87°46'20"E, A DISTANCE OF 599.92' TO A POINT; THENCE N01°29'17"W, A DISTANCE OF 1,267.27' TO A POINT; THENCE S87°57'27"W, A DISTANCE OF 581.11' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, ALSO BEING 78.43' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N01°28'20"W, ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, ALSO BEING ON A LINE 78.43' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 30.00' TO A POINT; THENCE N87°47'25"E, A DISTANCE OF 446.85' TO A POINT; THENCE N02°12'35"W, A DISTANCE OF 110.00' TO A POINT; THENCE S87°47'13"W, A DISTANCE OF 50.60' TO A POINT; THENCE N02°12'48"W, A DISTANCE OF 215.01' TO A POINT; THENCE S87°47'13"W, A DISTANCE OF 345.40'; THENCE S02°07'59"E, A DISTANCE OF 214.52' TO A POINT; THENCE S88°11'45"W, A DISTANCE OF 49.14' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HWY 81, ALSO BEING 78.43' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N01°28'20"W, ON A LINE 78.43' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID

Exhibit "A"

NORTHWEST QUARTER, A DISTANCE OF 990.50' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 5,364,819.04 SQUARE FEET OR 123.16 ACRES, MORE OR LESS.

08-24-2017

F:\2016\3501-4000\016-3690\70-Exchange\Out\_Deliverables\_SR\016-3690\_Parcel Legal 590156306.doc

Exhibit "A"

**MADISON COUNTY NEBRASKA ASSESSOR  
PARCEL ID: 590169408  
LEGAL DESCRIPTION**

Commencing at the South  $\frac{1}{4}$  corner of Section 3, Township 23 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska; thence East on section line on an assumed bearing of North 90 degrees 00 minutes East 66.0 feet to the point of beginning; thence North 00 degrees 00 minutes East 350.0 feet; thence North 90 degrees 00 minutes East 300.0 feet; thence South 00 degrees 00 minutes West 350.0 feet to a point on section line; thence North 90 degrees 00 minutes West 300.0 feet to the point of beginning and containing 2.41 acres more or less.



**MADISON COUNTY NEBRASKA ASSESSOR  
PARCEL ID: 590156527  
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER, IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ON THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N01°18'41"W, A DISTANCE OF 2,636.22' TO THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE N87°47'00"E, ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1,321.78' TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S01°13'20"E, ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2,637.29' TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S87°49'38"W, ON THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 951.66' TO THE SOUTHEAST CORNER OF MEDELMAN'S SUBDIVISION; THENCE N01°18'37"W, ON THE EAST LINE OF SAID MEDELMAN'S SUBDIVISION, A DISTANCE OF 350.00' TO THE NORTHEAST CORNER OF SAID MEDELMAN'S SUBDIVISION; THENCE S87°49'38"W, ON THE NORTH LINE OF SAID MEDELMAN'S SUBDIVISION, A DISTANCE OF 300.00' TO THE NORTHWEST CORNER OF SAID MEDELMAN'S SUBDIVISION; THENCE S01°18'37"E, ON THE WEST LINE OF SAID MEDELMAN'S SUBDIVISION, A DISTANCE OF 350.00' TO THE SOUTHWEST CORNER OF SAID MEDELMAN'S SUBDIVISION, ALSO BEING THE SAID SOUTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S87°49'38"W, ON THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 66.00' TO THE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA 3,374,322.94 SQUARE FEET OR 77.464 ACRES, MORE OR LESS, OF WHICH 0.771 ACRES IS COUNTY ROAD RIGHT-OF-WAY.

Exhibit "A"

Lot 2, Block 1 Riviera Addition, a subdivision in Madison County, Nebraska.

AND

The East  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska, EXCEPT a tract of land beginning 33 feet North of the Southwest corner of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska, thence East parallel to the South section line a distance of 120 feet; thence North and parallel to the East section line of said section a distance of 167 feet; thence West parallel to the South section line a distance of 120 feet; thence South 167 feet to the point of beginning; and EXCEPT the West Half of the Southeast Quarter of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 23 North, Range 1, West of the 6th P.M. Madison County, Nebraska.

And

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 23 North, Range 1 West of the 6th P.M. Madison County, Nebraska;

And

That part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 23 North, Range 1 West of the 6th P.M. Madison County, Nebraska, lying west and south of the tract of land described as "Commencing at a point 508.4 feet West of the Northeast corner of Section 3, Township 23 North, Range 1 West of the 6th P.M. Madison County, Nebraska, running thence East on the North Section line a distance of 10 feet; running thence in a Southeasterly direction a distance of 352.6 feet to a point 260 feet South and 260 feet West of said Northeast corner of said Section 3; running East a distance of 260 feet to the East section line; running thence South a distance of 654 feet along the said East section line; running thence North 70°15' West a distance of 365 feet; and running thence in a Northwesterly direction to the point of beginning, EXCEPT a tract of land being a part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska, described as follows: Commencing at a point 498.4 feet West of the Northeast corner of said Section 3, running thence West to the Northwest corner of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 3, thence South to the center of the Elkhorn River, thence running in an Easterly direction along the center of said Elkhorn River to the East section line, thence running North to a point 914 feet South of the Northeast corner of said Section 3, thence running North 70°15' West a distance of 365 feet and running thence in a Northwesterly direction to a point of beginning, which tract of land (excepted herefrom) was conveyed by the grantors to A.F. Kuzelka, by warranty deed dated January 29, 1945, and recorded in the deed records of Madison County, Nebraska in Book 79, at Page 186.

Property Address: Rural Route  
Norfolk, NE 68701

**EXHIBIT "B"**

**SITE MAP**

Exhibit "B" contains one (1) page



Patty Roeder - Realtor RE-MAX Associates (402) 649-8844  
Paul Medelman - Developer (402) 649-8855  
www.medelmanslake.com  
1100 Miles Drive | Norfolk, Nebraska 68701



**EXHIBIT "C"**  
**WATER LOOP AGREEMENT**

Exhibit "C" contains ten (10) pages

04641

THE STATE OF NEBRASKA } ss.  
MADISON COUNTY

This instrument filed for record  
the 16 day of October 2017  
at 2:15 P. M. and recorded in  
Book 2017 Page 04641  
Nancy J. Gross  
Register of Deeds

No	04641 ✓	#Pages	10
Doc Tax \$	_____		
Fee \$	64.00	P&M \$	7.00
Fees Pd \$	_____	Gen Fee \$	57.00
Ck#	_____		
Refund	_____	Due	64.00

City of Norfolk

After recording please return to:  
Thomas C. Huston  
Cline Williams Wright Johnson  
& Oldfather, LLP  
233 South 13<sup>th</sup> Street, Suite 1900  
Lincoln, NE 68508

**WATER LOOP AGREEMENT**

This Water Loop Agreement ("Agreement") is made this 5 day of Sept, 2017 by and between the City of Norfolk, Nebraska, a municipal corporation (the "City"), and Medelmans Lake Development, Inc., a Nebraska corporation ("Medelmans"), and CNW Development, L.L.C., a Nebraska limited liability company ("CNW") (collectively, Medelmans and CNW shall be referred to as the "Developer").

RECITALS

- A. Medelmans and CNW are collectively redeveloping the Medelmans Lake redevelopment area which is legally described on Exhibit "A" attached and incorporated by this reference ("Medelmans Lake Redevelopment Area"). Such Redevelopment Plan envisions the construction of approximately 192 dwelling units in multiple phase (the "Project");
- B. As a part of the Redevelopment Plan for the redevelopment of the Medelmans Lake Redevelopment Area approved by the City Council on August 21, 2017, the City has extended the water main lines from the current city limits southward along U.S. Highway 81 and 1<sup>st</sup> Street to extend municipal water service to the Medelmans Lake Redevelopment Area;
- C. To protect the integrity of the municipal water system of the City, the City requires the Developer to contribute to the cost of constructing up to a twelve inch (12") water main loop on the northern edge of the redevelopment area so as to enable the City to maintain the water quality of the municipal water service by connecting the municipal water mains located on the west and east sides of the Project; and
- D. The City shall require the Developer to contribute to the cost of the construction of the water loop between 1<sup>st</sup> Street and U.S. Highway 81 pursuant to the terms and conditions of this Agreement.

E. The Redevelopment Plan for the Project envisions multiple phases which coincides with the future platting of the property.

NOWHEREFORE, in consideration of mutual promises, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1. Water Loop. The City, at its cost and expense, shall design and construct up to a twelve inch (12") water line connecting the water main located in the right-of-way of 1<sup>st</sup> Street on the east side of the Project to the water main located adjacent to U.S. Highway 81 on the western border of the Medelmans Lake redevelopment area. The City shall cause such water loop to be constructed on or before August 1, 2018. Developer shall grant City an easement for such water line at a location acceptable to the City and Developer.

2. Developer Contribution. Developer shall cause each buyer of the individual lots of the Medelmans Lake Redevelopment Area and any addition(s) thereto or subsequent phases thereof (each a "Lot" and collectively, the "Lots") to pay the sum of One Thousand Eight Hundred Seventy Five and No/100 Dollars (\$1,875.00) per lot for each lot contained in Phase I of the Project at the time of transfer of such lot by Medelmans to a buyer prior to the issuance of a building permit for the lots within the Medelmans Lake Addition ("Loop Payment"). Such payment shall be made to the City. City shall have the right to withhold and not issue any building permit for any Lot until the then current Loop Payment is paid in full for said Lot, and Developer waives any right to challenge the withholding and nonissuance of any building permit and agrees to refrain from making or encouraging or aiding in any such challenge. Developer shall record notice of this Agreement against each Lot, shall include a statement disclosing this Agreement in any purchase and sale agreement or similar instrument for each Lot, and shall provide a copy of this Agreement to the buyer(s) of each Lot at closing.

3. Payment Adjustment. Medelmans and the CDA have entered into that Redevelopment Contract for the Phase I of the Medelmans Lake Redevelopment Project consisting of eighteen (18) lots. All subsequent phases of the Medelmans Lake Redevelopment Project shall be subject to this Agreement, to future redevelopment contracts and future additions of final plats approved by the City for such development. As each phase may progress, the Loop Payment described above shall be adjusted upward as follows:

Phase 2:	\$2,000.00 per lot
Phase 3:	\$2,100.00 per lot
Phase 4:	\$2,200.00 per lot
Phase 5:	\$2,300.00 per lot
Phase 6:	\$2,400.00 per lot
Phase 7:	\$2,500.00 per lot
Phase 8:	\$2,600.00 per lot
Phase 9:	\$2,700.00 per lot

Phase 10: \$2,800.00 per lot

4. Release. Upon receipt of the Loop Payment for a specifically identified lot located in the Project, the City shall, upon written request, issue a Partial Release in recordable form to release such lot from the operation of this Agreement.

5. Binding Effect. This Agreement, and the terms and duties set forth herein, shall run with the land and be binding upon the parties hereto, their successors and assigns, including, but not limited to, the buyer(s) of each Lot, until such time as the City has received a Loop Payment for each lot located in the various additions of the Medelmans Lake Redevelopment Area.

6. Force Majeure. In the event that City shall be delayed in the performance of any acts required under this Agreement by reason of labor strikes, lockouts, failure of power, inclement weather of such severity as to preclude performance under prevailing industry standards, defaults of the other party hereto, terrorist actions, riots, insurrection, acts of God, war, inability to procure materials, civil commotion, embargoes, fires, explosions, tornadic events, floods, or other natural disasters beyond the reasonable control of the Developer, then the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The circumstances for which a delay in performance is excused under this paragraph are referred to collectively in this Agreement as "Force Majeure Events."

7. Further Assurances. Each party hereto shall execute and deliver to the other party such further documents and provide such other assurances and take such further actions as may be necessary to consummate this Agreement.

8. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

9. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

10. Notice and Demands. Any notice, demand, or other communication required to be provided by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally.

11. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees,

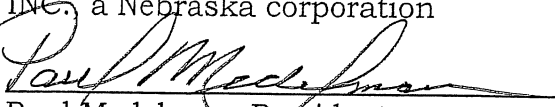


devises, personal representatives, successors and permitted assigns and the buyer(s) of each Lot.

13. Headings. The paragraph headings of this Agreement are for convenience of reference and shall not in any way modify the terms and conditions hereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

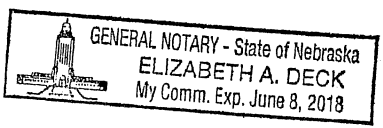


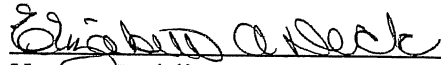
**"DEVELOPER"**  
MEDELMANS LAKE DEVELOPMENT,  
INC., a Nebraska corporation  
  
Paul Medelman, President

ACKNOWLEDGMENT

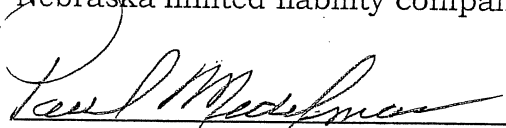
STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF Madison    )

The foregoing instrument was acknowledged before me this 20 day of Sept, 2017 by Paul Medelman, President of Medelmans Lake Development, Inc., on behalf of the corporation.



  
Notary Public  
Elizabeth A. Deck

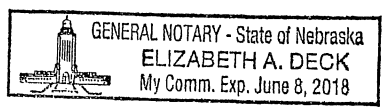
CNW DEVELOPMENT, L.L.C., a  
Nebraska limited liability company

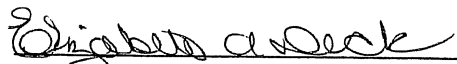
  
Paul Medelman, Sole Member and  
Operating Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF Madison    )

The foregoing instrument was acknowledged before me this 20 day of Sept, 2017 by Paul Medelman, Sole Member and Operating Manager of CNW Development, L.L.C., on behalf of the company.



  
Notary Public  
Elizabeth A. Deck

**EXHIBIT "A"**  
**Legal Description of Medelmans Lake Redevelopment Area**

A TRACT OF LAND COMPOSED OF A PORTION OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., A PORTION OF THE NORTHEAST NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., ALL IN MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., THENCE SOUTHERLY ON THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S01°06'57"E, A DISTANCE OF 914.00' TO **THE TRUE POINT OF BEGINNING**; THENCE N88°53'03"E, A DISTANCE OF 50.00' TO A POINT; THENCE S01°06'57"E, ON A LINE LOCATED 50.00' EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,721.51' TO A POINT; THENCE S01°08'07"E, ON A LINE LOCATED 50.00' EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, AND ON A SOUTHERLY EXTENSION OF SAID LINE, A DISTANCE OF 32.06' TO A POINT; THENCE S87°47'00"W TO A POINT, A DISTANCE OF 17.00'; THENCE S01°08'07"E, ON A LINE LOCATED 33.00' EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE 1286.43'; THENCE N87°54'53"E, A DISTANCE OF 17.00' TO A POINT; THENCE S01°08'07"E, ON A LINE LOCATED 50.00' EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE 495.23'; THENCE S87°49'53"W TO A POINT, A DISTANCE OF 17.00'; THENCE S01°08'07"E, ON A LINE LOCATED 33.00' EAST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON AN EASTERLY EXTENSION OF A LINE LOCATED 40.00' SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST, A DISTANCE 864.07'; THENCE S87°50'05"W ON A LINE LOCATED 40.00' SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3, A DISTANCE OF 2,667.69' TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N01°19'43"W, ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID SOUTHEAST QUARTER, AND ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,018.13' TO A POINT; THENCE S87°46'54"W, A DISTANCE OF 1,205.76' TO A POINT; THENCE N02°14'16"W, A DISTANCE OF 339.65' TO A POINT; THENCE S87°49'11"W, A DISTANCE OF 773.60' TO A POINT; THENCE N01°27'23"W, A DISTANCE OF 1,620.02' TO A POINT; THENCE S87°47'25"W, A DISTANCE OF 134.32' TO A POINT; THENCE N02°12'35"W, A DISTANCE OF 140.00' TO A POINT; THENCE S87°47'25"W, A DISTANCE OF 50.60' TO A POINT; THENCE N02°12'47"W, A DISTANCE OF 215.01' TO A POINT; THENCE S87°47'13"W, A DISTANCE OF 345.40' TO A POINT; THENCE S02°12'47"E, A DISTANCE OF 214.99' TO A POINT; THENCE S02°11'25"E, A DISTANCE OF 140.00' TO A POINT; THENCE S87°47'25"W, A DISTANCE OF 51.19' TO A POINT LOCATED 78.43' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE N01°28'20"W, ON A LINE LOCATED 78.43' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,131.33' TO A POINT; THENCE S85°41'59"E, A

DISTANCE OF 1,253.68' TO A POINT; THENCE N89°56'14"E, A DISTANCE OF 694.11' TO A POINT; THENCE N88°18'45"E, A DISTANCE OF 417.60' TO A POINT; THENCE S79°52'49"E, A DISTANCE OF 729.55' TO A POINT; THENCE N86°42'41"E, A DISTANCE OF 444.19' TO A POINT; THENCE N80°07'01"E, A DISTANCE OF 385.90' TO A POINT; THENCE S73°34'48"E, A DISTANCE OF 1,388.64' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA 18,750,170.32 SQUARE FEET OR 430.44 ACRES, MORE OR LESS.

**EXCEPT THE FOLLOWING:**

A TRACT OF LAND COMPOSED OF A PORTION OF RIVIERA ADDITION, A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N01°13'18"W, A DISTANCE OF 50.00' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N01°13'18"W ON SAID LINE, A DISTANCE OF 278.06' TO A POINT; THENCE N87°48'57"E, A DISTANCE OF 638.87' TO A POINT; THENCE S01°10'14"E, A DISTANCE OF 278.28' TO A POINT LOCATED 50.00' NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S87°50'05"W, ON A LINE LOCATED 50.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 638.62' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 177,653.26 SQUARE FEET OR 4.08 ACRES, MORE OR LESS.

**AND, EXCEPT THE FOLLOWING:**

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE ON THE WEST LINE OF SAID SECTION 3, S01°28'20"E, 1433.20 FEET; THENCE N88°31'40"E, 1037.50 FEET TO THE POINT OF BEGINNING; THENCE N01°58'22"W, 539.58 FEET; THENCE N63°46'47"W, 225.93 FEET TO A POINT OF CURVATURE; THENCE ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 152.70 FEET (LONG CHORD BEARS N20°02'02"W, 138.29 FEET); THENCE N23°42'42"E, 68.74 FEET TO A POINT OF CURVATURE; THENCE ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 138.72 FEET (LONG CHORD BEARS N63°27'05"E, 127.86 FEET); THENCE S76°48'10"E, 646.58 FEET TO A POINT OF CURVATURE; THENCE ON A 93.36 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 124.90 FEET (LONG CHORD BEARS S38°28'33"E, 115.79 FEET); THENCE S01°04'12"E, 403.33 FEET TO A POINT OF CURVATURE; THENCE ON A 322.83 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 1011.70 FEET (LONG CHORD BEARS N87°25'36"E, 645.66 FEET); THENCE N08°45'04"W, 52.41 FEET; THENCE N14°06'24"W, 69.13 FEET; THENCE N23°29'42"W, 65.94 FEET; THENCE N15°39'39"E, 61.77 FEET; THENCE N00°00'00"E, 43.70 FEET; THENCE N64°15'01"E, 49.49 FEET; THENCE N74°11'38"E, 25.52 FEET; THENCE S83°58'19"E, 38.87 FEET; THENCE S61°54'50"E, 59.58 FEET; THENCE S38°42'30"E, 107.43 FEET; THENCE S62°14'16"E, 88.21 FEET; THENCE S76°19'57"E, 173.31 FEET; THENCE S69°58'13"E, 218.34 FEET; THENCE S78°20'32"E, 70.98 FEET; THENCE N80°19'20"E, 160.33

FEET; THENCE S00°00'00"E, 502.46 FEET; THENCE N90°00'00"E, 50.00 FEET; THENCE S00°00'00"E, 227.54 FEET; THENCE N90°00'00"E, 763.40 FEET; THENCE N00°00'00"E, 239.79 FEET; THENCE N24°15'58"E, 165.57 FEET; THENCE N29°57'21"E, 131.11 FEET; THENCE N40°45'31"E, 104.38 FEET; THENCE N70°49'24"E, 33.37 FEET; THENCE N75°12'36"E, 93.01 FEET; THENCE S82°02'13"E, 478.37 FEET; THENCE S39°21'53"E, 57.52 FEET; THENCE S27°31'48"E, 105.33 FEET TO A POINT OF CURVATURE; THENCE ON A 395.09 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 284.32 FEET (LONG CHORD BEARS S00°44'46"W, 278.23 FEET); THENCE S27°55'04"W, 320.92 FEET; THENCE S31°25'40"W, 102.48 FEET; THENCE S48°44'55"W, 144.43 FEET TO A POINT OF CURVATURE; THENCE ON A 435.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 149.75 FEET (LONG CHORD BEARS S71°24'55"W, 149.01 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ON A 350.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 492.42 FEET (LONG CHORD BEARS S35°59'16"W, 452.80 FEET); THENCE S09°00'52"E, 206.90 FEET TO A POINT OF CURVATURE; THENCE ON A 305.77 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 250.09 FEET (LONG CHORD BEARS S14°25'00"W, 243.17 FEET); THENCE S35°30'38"W, 372.92 FEET TO A POINT OF CURVATURE; THENCE ON A 1275.20 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 605.55 FEET (LONG CHORD BEARS S17°49'57"W, 599.88 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ON A 320.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 145.63 FEET (LONG CHORD BEARS S04°49'10"E, 144.38 FEET); THENCE S14°20'32"W, 65.25 FEET; THENCE S24°14'50"W, 143.08 FEET; THENCE S21°04'46"W, 111.58 FEET; THENCE S43°08'23"W, 97.30 FEET; THENCE S28°32'21"W, 220.33 FEET; THENCE S42°26'55"W, 45.55 FEET TO A POINT OF CURVATURE; THENCE ON A 171.36 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 95.43 FEET (LONG CHORD BEARS S66°16'52"W, 94.20 FEET); THENCE N81°38'14"W, 51.99 FEET; THENCE N68°24'10"W, 51.72 FEET TO A POINT OF CURVATURE; THENCE ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 128.48 FEET (LONG CHORD BEARS N30°41'06"W, 126.28 FEET); THENCE N00°37'16"W, 586.26 FEET TO A POINT OF CURVATURE; THENCE ON A 482.62 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 292.19 FEET (LONG CHORD BEARS N18°04'30"E, 287.75 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ON A 767.58 FOOT RADIUS CURVE TO THE LEFT, AN RC LENGTH OF 53.44 FEET (LONG CHORD BEARS N34°46'36"E, 53.43 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ON A 300.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 428.97 FEET (LONG CHORD BEARS N06°49'48"W, 393.35 FEET); THENCE N47°47'39"W, 105.35 FEET TO A POINT OF CURVATURE; THENCE ON A 1604.96 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 187.44 FEET (LONG CHORD BEARS N32°58'35"W, 187.33 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ON A 225.94 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 163.13 FEET (LONG CHORD BEARS N11°29'17"W, 159.61 FEET); THENCE N06°39'16"E, 151.44 FEET TO A POINT OF CURVATURE; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 703.71 FEET (LONG CHORD BEARS N34°28'27"W, 647.05 FEET); THENCE N74°47'38"W, 559.03 FEET TO A POINT OF CURVATURE; THENCE ON A 1000.00 FOOT RADIUS CURVE TO THE LEFT, AN LENGTH OF 173.40 FEET (LONG CHORD BEARS N79°45'41"W, 173.18 FEET); THENCE N84°43'44"W, 386.55 FEET TO A POINT OF CURVATURE; THENCE ON A 550.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 794.40 FEET (LONG CHORD BEARS N43°21'03"W, 727.13 FEET) TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5,081,295.53 SQ. FT. OR 116.65 ACRES MORE OR LESS.

**AND, EXCEPT THE FOLLOWING:**

Exhibit "A"

A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M.; THENCE WESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S87°47'35"W, A DISTANCE OF 1,326.27' TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE S01°13'18"E, ON THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 909.77' TO A POINT; THENCE S88°46'42"W, A DISTANCE OF 8.32' TO THE TRUE POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 1,052.07' TO A POINT; THENCE S90°00'00"W, A DISTANCE OF 763.40' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 227.54' TO A POINT; THENCE S90°00'00"W, A DISTANCE OF 50.00' TO A POINT; THENCE N00°30'00"W, A DISTANCE OF 926.52' TO A POINT; THENCE N79°01'42"E, A DISTANCE OF 192.52' TO A POINT; THENCE N81°10'49"E, A DISTANCE OF 117.33' TO A POINT; THENCE N81°41'31"E, A DISTANCE OF 143.96' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 78°53'17", A RADIUS OF 270.00', AN ARC LENGTH OF 371.75', A CHORD LENGTH OF 343.07', A TANGENT LENGTH OF 222.13', AND A CHORD BEARING OF S58°51'51"E, TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 80.44' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 951,399.43 SQUARE FEET OR 21.84 ACRES, MORE OR LESS.

**THE TOTAL AREA OF THE TRACT OF LAND IS 12,539,822.10 SQUARE FEET OR 287.87 ACRES, MORE OR LESS.**

4848-9208-9422, v. 1

**EXHIBIT "D"**  
**LOT OVERVIEW**

Exhibit "D" contains three (3) pages





# Off Lake Villa Lots

## Home Size

Main floor finished living area square footage requirements for each home type have been established. A finished living area is considered a space intended for human occupancy, exclusive of garages, storage area, attic finished or not, porches, deck and patio.

Minimum Main Floor Finished Living Area	Sq Ft
Home Size	1600
1 Story	1200
1.5 Story	1200
2 Story	1200

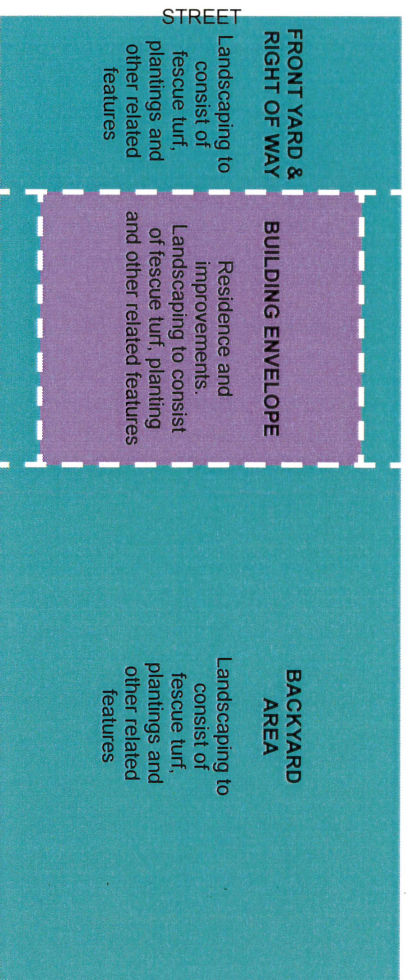
## Architectural Guidelines

Each owner shall submit for review to the Architectural Committee an application for a proposed residence. The Committee, in its sole discretion, shall review and approve each proposed residence to ensure all improvements comply with Medelmans Lakes Declaration of Covenants, Conditions, Restrictions and Easements.



## Building Envelopes

See Cross Sections/Setbacks document.



## Driveways

All Driveways shall be constructed of concrete, brick, paving stone or laid stone.

## Fencing

All fencing must be approved by the Committee prior to installation and may only be located in the backyard area of the lot. Fencing has a maximum height of four feet (4'). Six feet (6') is allowable with special approval from the Committee.

## Landscaping

The landscaping plan must be submitted to the Architectural Committee with the proposed residence plan and must include a minimum of three (3) two inch (2") deciduous trees in the front yard. To promote the principles of site consistency, both the front and rear yard and building envelope must be landscaped with turf, plantings and related features.

This document serves as a general communication for Medelmans Lake. This document does not serve in replacement of the Declarations of Covenants, Conditions and Restrictions or Purchase Agreement, and it is highly recommended that all involved parties have read and understand such documents. The information presented in this document is subject to change without notice or obligation and at the sole discretion of the declarant.



# Lakefront Level Lots

## Home Size

Main floor finished living area square footage requirements for each home type have been established. A finished living area is considered a space intended for human occupancy, exclusive of garages, storage area, attic finished or not, porches, deck and patio.

Minimum Main Floor Finished Living Area	Sq Ft
Home Size	2200
1 Story	1900
1.5 Story	1500
2 Story	

## Architectural Guidelines

Each owner shall submit for review to the Architectural Committee an application for a proposed residence. The Committee, in its sole discretion, shall review and approve each proposed residence to ensure all improvements comply with Medelmans Lake's Declaration of Covenants, Conditions, Restrictions and Easements.



## Building Envelopes

See Cross Sections/Setbacks document.

Area	Percentage	Description
FRONT YARD & RIGHT OF WAY		Landscaping to consist of fescue turf, plantings and other related features
BUILDING ENVELOPE		Residence and improvements. Landscaping to consist of fescue turf, plantings and other related features
BACKYARD AREA	75%	Landscaping to consist of fescue turf, plantings and other related features
TRANSITION AREA	25%	Landscaping to be maintained of existing sand conditions or planted with specific seed mix. No imported soil
BEACH AREA	35'-60'	Must be maintained of existing sand conditions and topography. No retaining walls.

## Driveways

All Driveways shall be constructed of concrete, brick, paving stone or laid stone.

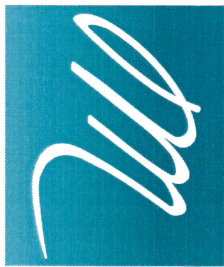
## Fencing

All fencing must be approved by the Committee prior to installation and may only be located in the backyard area of the lot. Fencing has a maximum height of four feet (4'). Six feet (6') is allowable with special approval from the Committee.

## Landscaping

The landscaping plan must be submitted to the Architectural Committee with the proposed residence plan and must include a minimum of three (3) two inch (2") deciduous trees in the front yard. To promote the principles of site consistency, both the front and rear yard and building envelope must be landscaped with turf, plantings and related features.

This document serves as a general communication for Medelmans Lake. This document does not serve in replacement of the Declarations of Covenants, Conditions and Restrictions or Purchase Agreement, and it is highly recommended that all involved parties have read and understand such documents. The information presented in this document is subject to change without notice or obligation and at the sole discretion of the declarant.



# Lakefront Walkout Lots

## Home Size

Main floor finished living area square footage requirements for each home type have been established. A finished living area is considered a space intended for human occupancy, exclusive of garages, storage area, attic finished or not, porches, deck and patio.

Minimum Main Floor Finished Living Area	
Home Size	Sq Ft
1 Story	2400
1.5 Story	2100
2 Story	1800

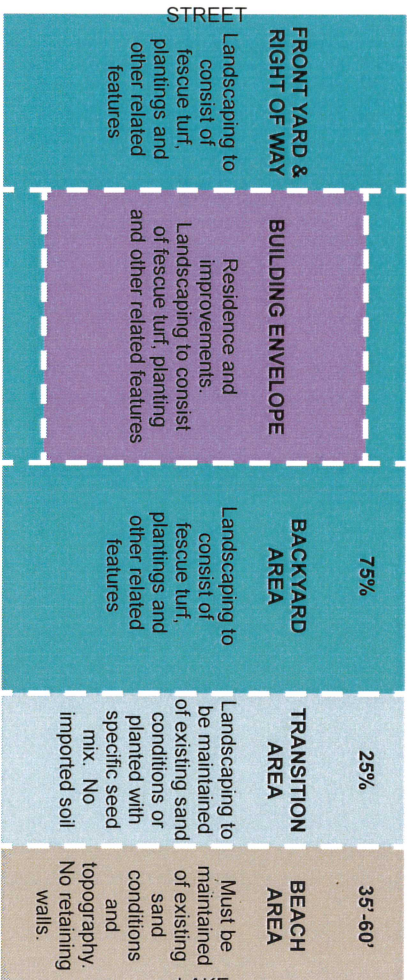
## Architectural Guidelines

Each owner shall submit for review to the Architectural Committee an application for a proposed residence. The Committee, in its sole discretion, shall review and approve each proposed residence to ensure all improvements comply with Medelmans Lake's Declaration of Covenants, Conditions, Restrictions and Easements.



## Building Envelopes

See Cross Sections/Setbacks document.



## Driveways

All Driveways shall be constructed of concrete, brick, paving stone or laid stone.

## Fencing

All fencing must be approved by the Committee prior to installation and may only be located in the backyard area of the lot. Fencing has a maximum height of four feet (4'). Six feet (6') is allowable with special approval from the Committee.

## Landscaping

The landscaping plan must be submitted to the Architectural Committee with the proposed residence plan and must include a minimum of three (3) two inch (2") deciduous trees in the front yard. To promote the principles of site consistency, both the front and rear yard and building envelope must be landscaped with turf, plantings and related features.

This document serves as a general communication for Medelmans Lake. This document does not serve in replacement of the Declarations of Covenants, Conditions and Restrictions or Purchase Agreement, and it is highly recommended that all involved parties have read and understand such documents. The information presented in this document is subject to change without notice or obligation and at the sole discretion of the declarant.