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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SERENITY ESTATES HOMEOWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("**Declaration**") is made effective on this 18th day of May, 2022, by Skyline Ridge Estates, LLC, a Nebraska limited liability company, or its successors and assigns ("**Declarant**").

RECITALS

A. Declarant is the owner of certain real property situated in the City of Omaha, Douglas County, Nebraska, legally described on **Exhibit A** (collectively referred to as the "**Subdivision**").

B. By virtue recording this Declaration, the Subdivision shall be owned, held, transferred, sold, conveyed, developed, used, occupied, operated, improved and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Subdivision or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every Owner of the Subdivision 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 provisions of this Declaration and shall be deemed to have consented to the terms hereof.

C. Declarant shall concurrently with this Declaration form a Nebraska nonprofit corporation known as the Serenity Estates Homeowners Association, Inc., a Nebraska nonprofit corporation for the purposes of, among other things, maintaining portions of the

Subdivision, preserving the values, utilities and amenities of the Subdivision with regard to which the Association will be delegated certain powers of administering and maintaining the Maintenance 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. Furthermore, Declarant shall be the initial and sole member of the Board of Directors of the Association until successor Board members are elected pursuant to the Bylaws of the Association.

D. Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Subdivision and shall be binding on the present owners of the Subdivision or any portion thereof and all its successors and assigns and all subsequent owners of the Subdivision or any portion thereof, and any Improvements (as defined below), together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions and restrictions on the Subdivision, 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 Permittees of the Subdivision, their respective heirs, legal representatives, successors and assigns, and any mortgagees.

ARTICLE I

DEFINITIONS

1.2 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.

1.3 Assessments. **"Assessments"** shall mean all regular assessments described in Section 10.5, special assessments described in Section 10.6, reimbursement assessments described in Section 10.7, and capital improvement assessments described in Section 10.8 below.

1.4 Association. **"Association"** shall mean the Serenity Estates Homeowner's Association.

1.5 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.

1.6 Bylaws. **"Bylaws"** shall mean the Bylaws of the Association, as they may from time to time be amended or restated.

1.7 City. **"City"** shall mean the City of Omaha, Nebraska.

1.8 County. "**County**" shall mean Douglas County, Nebraska.

1.9 Maintenance Area or Maintenance Areas. The terms "**Maintenance Area**" or "**Maintenance Areas**" shall mean and refer to all areas outside the boundaries of any Lots and outside the boundaries of any publically maintained rights-of-way.

1.10 Declaration. "**Declaration**" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for the Subdivision, as it may be amended or supplemented from time to time.

1.11 Development Guidelines or Guidelines. "**Development Guidelines**" or "**Guidelines**" shall mean the design and development guidelines and standards and the review and approval procedures, as set forth in Article V and **Exhibit C** of this Declaration, as may be supplemented from time to time pursuant to Article V, for the purpose of assisting and governing the Lot Owners in preparing building, landscaping, site and development plans for all of the real property and Improvements within the Subdivision.

1.12 Improvements. "**Improvements**" shall mean all land preparation and excavation, buildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, retaining walls, plantings, planted trees and shrubs, streetscaping, sidewalks, poles, signs and all other structures, and landscaping improvements of every type and kind.

1.13 Lot or Lots. "**Lot**" or "**Lots**" shall mean Lots 1 through 21, inclusive, all in Serenity Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, as shown on the Final Plat, attached hereto and incorporated herein as **Exhibit B**.

1.14 Member. "**Member**" shall mean and refer to every person or entity who is a Member of the Association pursuant to Article IV.

1.15 Mortgage. "**Mortgage**" means any instrument recorded or filed in the office of the Douglas 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).

1.16 Mortgagee. "**Mortgagee**" shall mean a mortgagee under a Mortgage or a beneficiary under a deed of trust.

1.17 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.

1.18 Period of Declarant Control. With respect to all powers and authorities other than those related to the Development Guidelines under 5.1 and Exhibit C, design/architectural control under Section 7.1, and the ability to amend or supplement the covenants, conditions and restrictions under Article IX, 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, unless and until the Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XVI. With respect to all powers and authorities related to the Development Guidelines under 5.1 and Exhibit C, design/architectural control under Section 7.1, and the ability to amend or supplement the covenants, conditions and restrictions under Article IX, the “**Period of Declarant Control**” shall commence with the recording of this Declaration and shall continue until completion of construction of a single-family dwelling on every Lot in the Subdivision, unless and until the Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XVI.

1.19 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.

1.20 Person. “**Person**” or “Persons” shall mean and refer to a natural person, corporation, partnership, limited liability company, a trust or any other legal entity.

1.21 Plat. “**Plat**” shall mean the Final Plat for Serenity Estates recorded on December 27, 2021, as Instrument No. 2021167541, in the official records of Douglas County, Nebraska, attached hereto as Exhibit B, and any amendments, administrative subdivisions, minor plats or other modifications thereof.

1.22 Ridge Lots; Executive Estate Lots; Estate Lots. “**Ridge Lots**” shall mean all or any of Lots 1 through 5, inclusive, as shown on the Plat. “**Executive Estate Lots**” shall mean all or any of Lots 12, 13, 14, and 21, as shown on the Plat. “**Estate Lots**” shall mean all or any of Lots 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, and 20, as shown on the Plat.

1.23 Undeveloped Lot. “**Undeveloped Lot**” shall mean and refer to any Lot on which a residential structure has not been completed.

ARTICLE II
GENERAL PROVISIONS APPLICABLE TO THE SUBDIVISION

2.1 Establishment of Restrictions. Declarant hereby declares that the Subdivision and any other property hereafter annexed hereunder is now held, and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every portion of the Subdivision and shall apply to and bind the heirs, assignees and successors in interest of any Owner thereof.

2.2 Purpose of Restrictions. The purpose of these covenants and restrictions is to promote proper development and use of the Subdivision, to protect the Owner of each Lot against any improper development and use of any Lot, to prevent the erection on the Subdivision of structures built of improper design or materials, to encourage the erection of attractive improvements, to prevent haphazard and inharmonious improvements, to enhance and protect the value, desirability and attractiveness of all the Subdivision, and in general to provide for high quality improvements on the Subdivision in accordance with a uniform plan of development.

ARTICLE III
THE ASSOCIATION

3.1 Formation of Association. 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. 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.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by 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.

3.3 Powers. 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 Article XVI), 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.

3.4 Rules and Regulations. The Board may adopt, amend and repeal rules concerning all aspects of the Association's rights, activities and duties. Any such adoption, amendment and/or repealing of any rules, for the same to be effective as to and against any portion of the Subdivision, must be agreed to by a vote made in accordance with Article IV herein below (approved by a majority of the outstanding votes of the Members), but not before all Owners and Permittees within the Subdivision receive written notice of the proposed adoption, amendment or repeal. The rules and regulations may govern and restrict the use of any area in Subdivision; provided, however, that the same must be reasonable (both on their face and in the method of their enforcement), 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.

3.5 Disclaimer of Liability. No member of the Board, or of any committee of the Board or Association, 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, 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.

3.6 Articles and Bylaws. 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

4.1 Memberships. With the exception of the Class B membership, as set forth below, each Owner shall have one membership for each Lot owned.

4.2 Transfer of Memberships. 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 fee title 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.

4.3 Voting; Multiple Owners; Appointment of Agent. With the exception of the Class B membership, as set forth below, each Owner shall have one vote for each membership owned as provided in Section 4.1 above. All voting pursuant to the terms of this Declaration shall be made in accordance with the provisions of this Section 4.3. 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. If more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

The Association shall have two 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 ten (10) votes for each Lot owned. The Class B membership shall terminate upon the sale of the eleven (11) Lots by the Declarant to third-party purchasers, and shall automatically convert to Class A membership for each remaining Lot owned by Declarant.

4.4 Initial Board of Directors. The initial Board of Directors of the Association shall consist of not less than three 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. During the Period of Declarant Control, a Person appointed to the Board by Declarant need not be an Owner of a Lot. If the Declarant relinquishes its appointment rights, the Members (including the Declarant) shall then elect all Directors as provided in the Bylaws.

4.5 Subsequent Board of Directors. After the expiration of the Period of Declarant Control the Members (including the 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 the Association 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.

4.6 Administration and Compliance. If the Articles or Bylaws are in any way inconsistent with the Declaration, then this Declaration shall prevail and control. Each Owner 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 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, and (b) such remedies, by legal proceedings or otherwise, as are available by reason of this Declaration, by law, or in equity, each of which remedies shall be cumulative and in additions to any other available remedy.

ARTICLE V

DEVELOPMENT GUIDELINES

5.1 Development Guidelines. This Declaration sets forth the initial Development Guidelines for the development of the Subdivision and construction of the Improvements thereon. The initial Development Guidelines are set forth in Exhibit C, attached hereto and incorporated herein. Until a single-family residence has been constructed on every Lot in the Subdivision, Declarant may amend and/or supplement the Development Guidelines via an amendment to this Declaration in Declarant's sole discretion. Following the Period of Declarant Control, the Board, upon a majority vote, may supplement or reasonably amend the Development Guidelines; provided that such supplements and amendments shall not materially negate or conflict with the Development Guidelines established by Declarant. Any development or construction issues presenting special or unforeseen circumstances which make compliance with the Development Guidelines impossible or impractical may be addressed via the consideration of a variance by the Board under Section 7.2. The Development Guidelines may govern, without limitation, architectural design of Improvements, site plans, floor plans, setbacks and building envelopes, exterior elevations for Improvements, height limitations, landscape plans, color schemes, signage, exterior lighting, finishes and materials for use within the Subdivision, and any other items reasonably necessary to preserve the nature and character of the Subdivision in accordance with this Declaration.

ARTICLE VI

RESERVATION OF EASEMENTS

6.1 Reservation of Utility Easements. Declarant during the Period of Declarant Control and the Association thereafter shall have the right to grant and convey reasonably necessary utility easements, and the right at all reasonable times to enter upon any Lot covered by any easements and to maintain, repair, replace and service any utilities thereon, including but not limited to water, sewer, electricity, television, dark fiber, lit fiber, or phone; provided, however, that the Declarant or the Association shall promptly restore the land and any Improvements thereon in a good and workmanlike manner and free of liens to substantially the same or similar 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 or 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 other Owners from all damages attributable to such work.

ARTICLE VII

ARCHITECTURAL CONTROL, REGULATION OF IMPROVEMENTS, AND MAINTENANCE

7.1 Approval of Plans.

7.1.1 Required Approvals.

7.1.1.1 In General. Except for Improvements constructed and installed by Declarant during the Period of Declarant Control, no Improvement (inclusive of the initial dwelling Improvements constructed on the Lots) shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain in the 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 an architectural committee consisting of at least three (3) Owners appointed by the Board (the "**Committee**") or the Development Guidelines for said Improvements and alterations, which may include without limitation exterior elevations, materials, colors, landscaping, irrigation plans, exterior lighting and any other information needed to accurately describe the exterior appearance of said Improvements (the "**Application**"), have been submitted to and approved in writing by the Committee. The Application shall be filed with the Committee. Improvements approved in writing by Declarant prior to the recording of this Declaration shall be deemed to have been approved by the Committee. During the Period of Declarant Control, Declarant shall determine, in its exclusive discretion, the makeup of the Committee, and has hereby appointed Choice Homes, LLC (the "**Designated Builder**"), to serve

as the Committee during such period. If Declarant alters the makeup of the Committee prior to the expiration of such period, Declarant shall notify the Owners of the change, in writing, before such change shall be considered effective.

7.1.1.2 Initial Improvements on Undeveloped Lots. Without limiting the foregoing, and as specifically pertaining to the initial Improvements constructed on the Undeveloped Lots, each Owner shall be subject to four (4) stages of review by the Committee consisting of four (4) Applications. The first stage shall be a preliminary concept review of the proposed Improvements (the “**Concept Review**”), which Application shall consist of the Owner’s submission of four-sided elevations of the Improvements demonstrating the architectural theme; a grading plan; and a site plan showing the location and dimensions of the Improvements on the Lot, including the home, driveway, and other Improvements. The second stage shall be a design review of the proposed Improvements (the “**Design Review**”). The Design Review shall occur after approval of the Concept Review and before submittal for building permits and release of signed lot certificates. With respect to the Design Review Application, Owner shall submit two (2) hard copies of the home plans; a site plan showing the location and dimensions of the Improvements on the Lot, including the home, driveway, and other Improvements; a final grading and SWPPP plan(s); a tree removal plan; the proposed overall color schemes for the Improvements, consisting of a color range of base materials and accent materials; and a list of the proposed materials selected for exterior brick and stone. The third stage shall be a review of the proposed landscaping plan for the Lot (the “**Landscaping Review**”). The Landscaping Review shall occur within one hundred eighty (180) days after approval of the Design Review. With respect to the Landscaping Review Application, Owner shall submit a landscaping plan, a hardscaping plan, and a street lighting plan. The fourth stage shall be a final review of the substantially completed Improvements (the “**Final Review**”). The Final Review shall occur at least thirty (30) days prior to Owner’s occupancy of the home. With respect to the Final Review Application, Owner shall submit its final color selections of all materials, including painted surfaces, integral color surfaces, brick, stone, and any other colored exterior feature. As part of the Final Review, the Owner and Committee shall participate in a walk-through and inspection of the Lot and Improvements constructed thereon.

7.1.2 Fees. With respect to the stages of review for the initial Improvements under Subsection 7.1.1.2 above, the Owner shall pay the following review fees to Designated Builder, or its successor, in conjunction with its submission of the other required Application materials: \$100 with respect to the Concept Review; \$150 with respect to the Design Review; \$100 with respect to the Landscaping Review; and \$100 with respect to the Final Review. With respect to all other submissions pursuant to this Section 7.1, the Committee, as a means of defraying costs, may require a \$250 filing fee

to accompany the Application for each submission of an Application for the approval of Improvements. 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. In addition to the foregoing, in the event the Committee is required, in its sole and absolute discretion, to expend funds to engage outside consultants to participate in the review of an Application, the reasonable fees of such consultants shall be the responsibility of the Owner submitting such Application.

7.1.3 Governmental Regulations. All Applications for Improvements submitted to the Committee hereunder shall comply with any and all laws, rules, regulations or ordinances applicable to the Subdivision which have been promulgated by any local, state, federal or other governmental agency or authority.

7.1.4 Basis for Approval. The Committee shall have the right to disapprove in its sole discretion the Application submitted to it, if any part of it is:

7.1.4.1 not in accordance with this Declaration or the Development Guidelines;

7.1.4.2 incomplete;

7.1.4.3 not in compliance with relevant approval requirements or regulations of local, state, federal or other governmental agencies;

7.1.4.4 deemed by the Committee to be contrary to the best interests of the Subdivision or the Owners; or

7.1.4.5 incompatible with the architectural style, quality or aesthetics of existing Improvements or development plans for proposed Improvements, based in part on the criteria set forth in (i) through (vi) below.

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 relation thereto, the Committee may also base its approval or disapproval on criteria which may include, but are not limited to, the following: (i) the adequacy of the building locations and dimensions on the Lot; (ii) conformity and harmony of external design with neighboring structures; (iii) relation of topography, grade and finish ground elevation of the Lot being improved to that of neighboring Lots; (iv) proper facing of main elevations with respect to nearby streets; (v) adequacy of landscaping; and (vi) conformity of the Application to the purpose and general plan and intent of this Declaration. 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 appointing the members of the Committee, any decision of the Committee shall be final.

7.1.5 Committee Meetings; Decision; Time for Decision. The Committee shall meet on an as-needed basis upon its receipt of Applications and within the time period required for a decision on such Application(s), as provided below. Any decisions made by the Committee shall be made via a majority vote of its members; shall require a quorum of its members to conduct such vote, and shall be recorded in a record of its meeting minutes available to the Owners upon request; provided however, the Committee shall not be subject to the foregoing requirements during the Period of Declarant Control. With respect to the stages of review for the initial Improvements under Subsection 7.1.1.2 above, the Committee shall provide Owner with its approval or disapproval of the same within thirty (30) days after receipt of all required materials and fees; provided the Committee may extend such time period in its reasonable discretion upon notice of the same to the applicant. For all other Applications, the Committee shall approve or disapprove each Application, whether a preliminary or final submittal, within sixty (60) days from the receipt thereof; provided the Committee may extend such time period in its reasonable discretion upon notice of the same to the applicant. If the Committee fails either to approve or disapprove the Application within said period; then it shall be deemed that the Committee has denied the Application; provided that the Committee can reverse such denial within a reasonable time thereafter or upon the additional request of the applicant. At least one set of the Application materials shall, with the approval or disapproval endorsed thereon, be returned to the submitting person and one set shall be retained by the Committee for its permanent files. Notwithstanding Subsection 7.1.1, no application or notice shall be deemed filed with the Committee until it is actually received by at least one Committee member.

7.1.6 Time for Commencing. Upon receipt of approval from the Committee pursuant to this Section 7.1 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 one (1) year after the date of approval by the Committee. In the event construction has not commenced within one (1) year after the date of approval by the Committee, the approval of the plans and specifications shall be deemed revoked unless the Committee, upon request made prior to the expiration of said one (1) year period, extends the time for commencing work by written notice to the Owner, which may be withheld or conditioned in the Committee's discretion.

7.1.7 Completion of Work. All construction, refinishing, alteration or excavation of any Improvements approved under this Section 7.1 shall be undertaken and pursued diligently to completion, but in any event, shall be completed within two (2) years after the date of approval by the Committee. 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 the Owner. Notwithstanding the foregoing, each third-party purchaser of a Lot from Declarant shall construct an approved single-family residence on such Lot within five (5) years after the purchase of the Lot; provided that Declarant may, in its discretion, agree in writing to extend such deadline. Failure to comply with this Subsection 7.1.7 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.

7.1.8 Disclaimer of Liability. Neither Declarant, the Committee nor any member thereof, nor any agents, officers or employees of Declarant or of the Committee, shall be liable in any way for any damage, loss or prejudice suffered or claimed by an Owner or any other Person who submits an Application. 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, specifications 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, specifications 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 the Subdivision.

7.1.9 No Representations or Warranties. In no event shall an approval by the Committee of any Application, or any written or oral statements made by the Board or any officer or employee of the Association, Declarant or any employee or officer or agent of Declarant, or the Committee or any member, agent or employee thereof, be deemed to constitute in any way any representations or warranties of any kind, express or implied, with regard to the Application and any plans, drawings, specifications or other documentation constituting a part of the Application, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose.

7.1.10 Presumption of Compliance; Estoppel Certificate. The foregoing notwithstanding, after the expiration of one (1) year from the date the Committee receives from an Owner either (i) a copy of the certificate of occupancy issued by the applicable governmental authority for any Improvement, or (ii) after an Improvement has been completed by an Owner and said Owner has delivered a valid notice of completion with respect to such Improvement to the Committee, then said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Article VII unless (x) the Improvement was not constructed in accordance with the plans submitted as part of the Application and such

nonconformance conflicts with any of the governing documents or authorities referenced in this Article VII; (y) a notice of non-compliance or non-completion with respect thereto has been executed by Declarant or the Committee and recorded in the office of the Register of Deeds of Douglas County, Nebraska; or (z) unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Improvement.

7.2 Variances. The Board is hereby authorized and empowered to grant variances for Improvements or uses within the Subdivision prohibited or regulated by this Declaration and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, the Committee shall not grant such a variance to any Owner unless:

7.2.1 such Owner has obtained all necessary governmental approvals,

7.2.2 the construction of Improvements which are called for under the request for the variance shall be consistent in design, character, appearance and quality of construction with the other Improvements and uses in the Subdivision,

7.2.3 the variances do not materially injure, in the judgment of the Committee, any of the Lots or Improvements in the Subdivision,

7.2.4 the variances do not violate any exclusive use rights granted to any other Owner within the Subdivision; and

7.2.5 the construction of Improvements called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations, including, but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over the Subdivision.

The Board shall not have the power to grant any variance related to architectural and design decisions of Declarant during Declarant's period of control thereover, as detailed in Section 7.1, above. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Person or portion of the Subdivision, and the grant of a variance shall not obligate the Committee to grant other variances. In addition to the variance powers provided herein, the Committee shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration, which interpretations shall not constitute variances from the provisions of this Declaration, but shall be designed to further the implementation of this Declaration in a manner consistent with its provisions.

7.3 Maintenance.

7.3.1 General. Notwithstanding the existence of any insurance covering an Owner, the Association, or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

7.3.2 Maintenance of Completed Improvements. Each Owner shall maintain or cause to be maintained, at its expense, its Lot, including any adjacent sidewalks within the public right-of-ways fronting such Lot, and all Improvements completed thereon (except those Maintenance Area Improvements to be maintained by the Association pursuant to Section 7.4, below, or any governmental authority having jurisdiction thereof) and in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Notwithstanding the foregoing, if in the reasonable discretion of the Board, an Owner (or Owners) fail to uphold their duties maintenance, upkeep and repair duties under this Subsection 7.3.2 or pursuant to any other provision of this Declaration, the Association may undertake such maintenance and repair, and assess such responsible Owner or Owners for the cost to undertake the same via a reimbursement assessment under Section 10.7. With respect to the foregoing, all Owners grant the Association and its agents/contractors an irrevocable license and easement over and across their respective Lot(s) to the extent reasonably necessary to undertake such repairs or maintenance.

7.3.3 Alteration and Repair of Maintenance Areas. If any act, omission or condition caused by any Owner or their agents, employees, customers or invitees, results in the destruction or removal of any landscape or other improvements within Maintenance Areas maintained by the Association hereunder, such Owner, at its sole expense, shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Maintenance Areas. Any landscape Improvements shall be promptly replaced with landscaping and other materials of like size and kind as approved by the Committee.

7.4 The Association's Obligation for Maintenance Areas. The Association shall maintain the Maintenance Areas and Improvements located therein, in good condition and repair, and replace the same as may be necessary from time to time, subject to the following:

7.4.1 The Board shall maintain a reasonably high standard in providing for the repair, management, maintenance and replacement of the Maintenance Areas; however, the Board shall be the sole judge as to the appropriate maintenance thereof.

7.4.2 The cost of maintenance, repair and replacement for which the Association is responsible under this Section 7.4 shall be apportioned amongst the Owners on the same pro rata basis as set forth in Article 10 below, and shall be funded or reimbursed via the Assessments under Article 10.

7.4.4 If the only means of reasonable access to a Maintenance Area is via access over and across a Lot, the Owner of such Lot shall and hereby does grant the Association and its agents/contractors a temporary license and easement to travel over and across such lot for ingress and egress to the Maintenance Area for the period of time reasonably needed to complete the work on/to the Maintenance Area; provided that the Association shall do so in a manner that minimizes disruption to the Owner's use and enjoyment of the Lot, and the Association shall repair any damage to the Lot or any Improvements thereon caused by such access to their prior condition immediately following the completion of such work to the Maintenance Area.

7.5 Excavation. No excavation shall be permitted except in connection with construction of an authorized Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Owner shall perform any excavation upon its Lot that will result in damage to any adjacent Lot. No Owner or agent of Owner shall import any soil or other fill material on any Lot within the Subdivision without the express written approval of the Committee.

7.6 Damage and Destruction Affecting Lots - Duty to Rebuild. 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 and the City. 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 damage occurs, unless prevented by causes beyond its reasonable control, as determined by the Board.

7.7 Insurance Obligation of Owners. Each Owner shall purchase such liability, fire or other casualty insurance necessary to fully and adequately insure the Lot and all Improvements located thereon. The Association shall not be obligated to insure any portion of any Lot or any Improvements thereon or contiguous thereto; except that the Association shall purchase and maintain a policy of general liability insurance covering the Maintenance Area in accordance with Section 12.2.

ARTICLE VIII

COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Parking. No parking of any nature whatsoever will be permitted within the Maintenance Area, except on the driveways and on the streets shown on the Site Plan. Parking within the Maintenance Areas shall be subject to any rules or regulations adopted by the Board from time to time.

8.2 Refuse. All refuse containers shall be stored so that they cannot be seen from any other Lot.

8.3 Signs. 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 Subdivision or any portion thereof. No Owner shall display "for rent" or "for sale" signs without the express written consent of the Board.

8.4 Antennas. Antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio 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.

8.5 Vegetation. The Association shall not permit 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 of any Lot. Produce or vegetable gardens may only be planted and maintained in rear yards of Lots, hidden from view of all public rights-of-way and adjacent Lots.

8.6 Restriction on Further Subdivision; Subdivision Restrictions and Rezoning.

8.6.1 No Further Subdivision Without Approval. No Lot shall be subdivided or separated into smaller Lots by any Owner by deed or otherwise, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner by deed or otherwise, without the prior written approval of Declarant during the Period of Declarant's Control, and thereafter by the Board. This provision shall not apply to transfers of an undivided ownership interest in the whole of any Lot.

8.6.2 Rezoning and Variances to be Approved. No application for rezoning of any Lot within the Subdivision, and no applications for variances to the site regulators shall be filed with any governmental authority unless the proposed variance has been approved by the Declarant during the Period of Declarant's Control and thereafter by the Board, and unless the proposed use otherwise complies with this Declaration.

8.7 Fences and Landscaping. All proposed fences and landscaping improvements to be installed on the Lots by their respective Owners or occupants must be approved by the Committee and shall be in compliance with the Development Guidelines.

8.8 Leasing. The residences constructed on the Lots must be owner-occupied and may not be leased to or occupied by any party other than an Owner or such Owner's spouse, life partner, significant other, children or stepchildren, parents, in-laws, siblings, stepparents, grandparents or grandchildren. No Owner may lease or allow occupancy of Improvements on a Lot, or any portion of a Lot, for transient or hotel purposes, including but not limited to, use as a

“short-term rental” (as defined under Section 18-1758 of the Nebraska Revised Statutes, as may be amended or replaced).

8.9 Permitted Uses. The Lots within the Subdivision shall be restricted to single family residential uses and may not be used for any other purpose. Nothing in this Section 8.9 is intended to prohibit an Owner from keeping his personal business or professional records or accounts therein, or handling his personal business calls or correspondence therefrom.

8.10 Prohibited Uses. In addition to the restrictions provided under the Development Guidelines, the following features, operations and uses, without limitation, shall not be permitted on any Lot:

8.10.1 Agriculture; Animals. No animal, livestock, poultry or fowl of any kind shall be maintained on or in any Lot; provided that reasonable numbers of generally recognized domestic pets (but not in connection with the operation of a commercial breeding business) are allowed, so long as the same does not make an unreasonable amount of noise or create a nuisance. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot.

8.10.2 Vehicle Repairs. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Subdivision shall be allowed within the Subdivision.

8.10.3 Boats, Trailers, etc. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked within the Subdivision within view of any public right-of-way or from any surrounding Lot, on a Lot or other area within the Subdivision for more than forty-eight (48) hours, except as otherwise permitted by the Declarant during the Period of Declarant Control and thereafter by the Board.

8.10.4 Machinery or Equipment. No machinery or equipment of any kind shall be placed, operated or maintained within the Subdivision, except (i) such machinery or equipment as is usual and customary in connection with the Declarant’s sales, marketing, maintenance or construction of any Improvements which are within the permitted uses of the Subdivision; (ii) that which Declarant or the Board may require or permit for the operation and maintenance of the Maintenance Area; (iii) such machinery or equipment as is usual and customary in connection with the authorized construction of an Improvement by an Owner for such construction for a commercially reasonable period of time.

8.10.5 Clothes Lines. No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot.

8.10.6 Temporary Structures. No structure of a temporary character shall be erected upon or used on any Lot for more than thirty (30) days.

8.10.7 Waste. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

8.10.8 Utility Lines. All utility service lines from each Lot line to a dwelling or other Improvement on such Lot shall be underground.

8.10.9 Trees. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by Declarant during the Period of Declarant Control, and the Board thereafter. Unless waived in writing by the Declarant or Board, as applicable, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along the public rights-of-way adjacent to such Owner's Lot. Should any of trees, shrubs or bushes for which an Owner is responsible be removed, die, or deteriorate into a poor condition, such Owner shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either the Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the Owner of the Lot for such replacement as allowed hereinafter.

8.10.10 Dirt Removal. An Owner shall not use any other Lot other than such Owner's Lot for dumping of earth or any waste materials.

8.11 Nuisances: Objectionable Activities. No Owner or other Person shall create a nuisance in the Subdivision or use any Lot for any activity or purpose which is considered by the Board or the Committee, 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 or the Committee will disturb or tend to disturb other Owners in the Subdivision, or which is deemed by the Board or the Committee to constitute a nuisance.

ARTICLE X

FUNDS AND ASSESSMENTS

10.1 Creation of Lien; Personal Obligation for Assessments. Declarant, for each Lot owned within the 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 late 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 attorney's 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.

10.2 Purpose of Assessments. The Assessments shall be used to enhance, maintain and protect the desirability, attractiveness and safety of the Subdivision; for the improvement and maintenance of the Maintenance 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 the Subdivision, the Association and the Members, as determined by the Board.

10.3 Budgets and Financial Statements of the Association. The Board shall maintain and make available to all Members financial information costs incurred and Assessments levied by the Board.

10.4 Accounts. The Association shall maintain one or more operating accounts into which the Board shall deposit all 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 for Maintenance Area Improvements.

10.5 Regular Assessments.

10.5.1 Purpose. The Board may, but shall not be obligated to, establish and levy via a majority vote regular assessments to be used for all expenses incurred by the Association for (i) the administration, operation, maintenance, repair and replacement of the Maintenance Areas and any Improvements therein, including all taxes (excluding any taxes levied against a Lot or any portion thereof that may be located within the Maintenance Areas) and insurance; and (ii) carrying out the duties, rights and obligations of the Association, including the Board, as provided for in this Declaration. If the Board wishes to levy regular assessments in accordance with this Section 10.5, it shall pass a resolution authorizing the same, which shall set forth the commencement date and period of time covered by such assessments, equal to one (1) year; a budget detailing the anticipated uses for such assessments; and the manner and time for payment of such assessments. Such resolution shall be distributed via written Notice to each Member prior to taking effect. Subsequent regular assessments may be established in the same manner on a yearly basis. Once the period of time related to a levy of regular

assessments has expired, such regular assessments shall not continue without the passage of a subsequent resolution, and any excess funds held by the Board shall be held in trust and applied pro-rata to offset the obligations of the Owners with respect to the next Assessment levied against all Owners by the Board.

10.6 Special Assessments.

10.6.1 Purpose. 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 costs and fees incurred to enforce this Declaration, costs of construction or unexpected repairs, replacements or reconstruction of Improvements in the Maintenance Areas or if funds are otherwise required for any activity or purpose of the Association permitted under this Declaration.

10.6.2 Budgeting. The Board shall determine the approximate amount necessary to defray the expenses set forth in Subsection 10.6.1 above, and, if the amount is approved by a majority vote of the Board, it shall become a special assessment.

10.6.3 Time and Manner of Payment. 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 thirty (30) 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.

10.7 Reimbursement Assessment. 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 written demand by the Association to the Owner.

10.8 Capital Improvement Assessment.

10.8.1 Purpose. 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 the Subdivision.

10.8.2 Time and Manner of Payment. 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 payment thereof.

10.9 Rate of Assessment. All Assessments (other than a reimbursement assessment levied against an Owner pursuant to Section 10.7) 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.

10.10 Estoppel Certificate. 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 payment of Assessments) of which the signer had no actual knowledge.

10.11 Declarant Exempt from Association Dues. The Declarant shall be exempt from the payment of all Assessments on any and all Undeveloped Lots; provided, however, the Declarant agrees to maintain the Undeveloped Lots owned by the Declarant in a neat and orderly condition at its own expense.

ARTICLE XI

COLLECTION OF ASSESSMENTS; ASSESSMENT LIENS

11.1. Right to Enforce. 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 XI, may be maintainable with or without foreclosing or waiving the lien rights.

11.2 Notice of Default; Interest; Late Charges; Creation of Lien. 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 it is more than 60 days delinquent and the Board or its authorized representative has delivered written notice to the delinquent Owner or Owners and any first mortgagee that has 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.

11.3 Notice of Lien; Foreclosure. Upon the giving of notice and failure to cure as provided in Section 11.2, the Association may record a notice of 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 realty mortgages in the State of Nebraska (including the right to recover any deficiency). The Association shall not be obligated to release any Recorded Assessment Lien until all delinquent Assessments, including interest, late charges, attorneys' fees and collection 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 and to acquire, hold, lease, mortgage and convey the Lot.

11.4 No Offsets. 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.

11.5 Priority; Subordination of Lien to First Mortgages.

11.5.1 Priority of Lien. 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 in Subsection 11.5.2 below), federal and state tax liens, judgment liens, and liens for labor or materials, which may be hereafter imposed against any portion of the Subdivision.

11.5.2 Subordinate to First Mortgages. 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 of any first Mortgage encumbering a Lot which is recorded prior to the Recorded Assessment Lien referred to in Section 11.3 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 Douglas 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.

11.6 Transfer of Property. After the sale of any Lot within the 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 in Section 11.5 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.

11.7 Other Enforcement Measures. 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 pursuant to Section 4.3 above or the Articles and the Bylaws during the period of any default.

11.8 Contracts with Owners. 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 XII

DESTRUCTION OR CONDEMNATION OF MAINTENANCE AREAS; INSURANCE

12.1 Repair. Once constructed in accordance herewith, in the event of any damage to or destruction of all or a portion of the Maintenance 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 Maintenance 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 Maintenance 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. Notwithstanding the foregoing, if such damage or destruction to the Maintenance Area is caused by the actions or inactions of an Owner, such Owner shall be liable for all related repair and replacement costs related thereto and undertaken by Declarant or the Association, as applicable.

12.2 Insurance. 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 Maintenance 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 Maintenance Areas, the Board shall be authorized to specially assess all Owners and Lots for the additional funds needed pursuant to Section 10.6.

12.3 Eminent Domain. The Board shall represent all Members in connection with any condemnation proceeding regarding the Maintenance Areas 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 Subdivision shall be paid to the Association to be used by the Board in its sole discretion for the purposes set forth in Section 10.2, after paying any costs or fees incurred by the Association in negotiating, settling and contesting the condemnation. If condemnation, eminent domain, any other similar act, or any casualty loss materially affects any Owner's lot, the Association shall timely notify the Owner in writing.

ARTICLE XIII

DURATION, MODIFICATION AND TERMINATION

13.1 Duration of Covenants. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect at all times with respect to the Subdivision and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in Section 13.2 below) for a period of fifty (50)

years, commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Douglas County, Nebraska; provided, however, that the easements referred to in Article VI thereof which are specified as being perpetual shall continue in full force and effect after the termination 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 provided in Section 13.2 below.

13.2 Termination or Modification. This Declaration or any provisions hereof, may be terminated, modified, or amended by Declarant, in Declarant's sole discretion, with respect to all or any portion of the Subdivision, by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration or any provisions hereof, may be terminated, modified or amended in whole or in part with respect to all or any portion of the Subdivision by a vote of all Owners holding at least ninety percent (90%) of the voting rights in the Association. For any proposed modification to this Declaration, the Association shall provide written notice to all Owners. The Owner shall have 60 days after such written notice of such amendment to provide approval or disapproval. If an Owner does not approve or disapprove such amendment within 60 days of receipt of notice, Owner shall be deemed to have approved the amendment.

ARTICLE XIV ENFORCEMENT

14.1 Enforcement by Board; Right to Perform.

14.1.1 Failure to Maintain Improvements and Lots. Upon a failure to maintain and repair in accordance with Section 7.3 above, or to perform any other obligations thereunder, the Board shall notify the respective Owner in writing of such default. If such default is not cured by the Owner within thirty (30) days from the date such notice is given to the Owner, the Board, or its designated agent or contractors, shall have the right, in addition to Section 14.2, to enter upon the Lot for the purpose of maintaining, restoring or repairing said Improvement or Lot. The costs incurred by the Board in restoring, maintaining or repairing said Improvement or Lot, together with a charge for the overhead of the Board and the Association in an amount equal to fifteen percent (15%) of such costs, shall be paid by such Owner as a reimbursement assessment in accordance with Section 10.7 hereof.

14.1.2 Other Covenants. Declarant and/or the Board or their duly authorized agents shall have the right, upon violation or breach of any other covenant, restriction or easement set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Owner, to enter upon the Lot where such violation or breach exists, and summarily remove, at the expense of the Owner thereof who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration.

14.1.3 Other Enforcement Measures. In addition to other remedies set forth herein, the Board shall have the right to suspend a defaulting Owner's right to vote under Section 4.3 and the Articles and Bylaws during the period of any default.

14.2 Additional Remedies; Rights of Other Owners. In addition to the rights and remedies set forth in Article XI and Section 14.1 above, in the event of any breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants, conditions, restrictions and easements contained in this Declaration by an Owner or its Permittees or other Person with respect to the Lot of an Owner (collectively referred to herein as a "default"), and the default is not cured within thirty (30) days after written notice describing the default is given to such Owner pursuant to Section 14.1 (or if any such default is not reasonably capable of being cured within such 30-day period, then if such Owner has not commenced to cure the default promptly after such notice is given and does not thereafter diligently continue to prosecute such cure to completion), then Declarant, the Association or any Owner with the right to enforce this Declaration, as provided herein, may enforce any one or more of the following rights or remedies in this Section 14.2, or any other rights or remedies available at law or in equity, whether or not set forth in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive.

14.2.1 Damages. Declarant, the Association or any such Owner may bring a suit for damages arising from or with respect to any such default.

14.2.2 Declaratory Relief. Declarant, the Association or any such Owner may bring suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

14.2.3 Injunctive Relief; Specific Performance. It is recognized that a default hereunder may cause material injury or damage not compensable by an award of money damages and that Declarant, the Association and/or any Owner shall be entitled to bring an action in equity or otherwise for a specific performance to enforce compliance with this Declaration, or for any injunctive relief to enjoin the continuance of any default or to prevent a default.

14.2.4 Fines. This Subsection may be enforced only by the Association. Upon a default that is defined in this Section 14.2, the Board may assess fines based on a schedule of fines adopted from time to time by the Board for various types of defaults that may arise under this Declaration, or as the Board may assess for defaults not covered by existing schedule of fines, provided that the Board shall assess a fine that is reasonable and appropriate under the circumstances, and provided further that the assessment of a fine shall be in addition to all other rights and remedies available hereunder.

14.3 Rights of Lenders. No default under or violation of any provision of this Declaration shall defeat or render 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, deed in lieu of foreclosure or otherwise pursuant to the lien rights under any such Mortgage or similar instrument.

14.4 Attorneys' Fees. Unless otherwise provided in this Declaration, in any legal or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, each party shall pay its respective attorneys' fees.

14.5 Failure to Enforce Not a Waiver of Rights. 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.

14.6 No Liability Regarding Enforcement. 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 of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration, or any part hereof. Each Owner acquiring an interest in the Subdivision 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.

14.7 Reasonable Exercise of Rights. The easements and rights provided herein above granted shall be used and enjoyed by Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association, as applicable, each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct, use and enjoyment of any other Owner or its Permittees at any time conducted on its Lot; provided such use and enjoyment does not conflict with the terms and intent of this Declaration.

14.8 Lien Rights. 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 Douglas 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 Douglas 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.

14.9 No Termination For Breach. 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.

ARTICLE XV

RESERVED RIGHTS OF DECLARANT

In addition to all rights and powers reserved by Declarant during the Period of Declarant Control or otherwise elsewhere in this Declaration, Declarant shall have the following rights notwithstanding any provision to the contrary in this Declaration:

15.1 Right to Complete Development of the Subdivision. 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 Subdivision or otherwise to complete development of Lots; (ii) to construct or alter Improvements on any Lot owned by Declarant and/or the Maintenance Area(s); (iii) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilities on any Lot owned by Declarant or by the Association within the Subdivision and/or the Maintenance Area(s); and (iv) without the approval of the Association or the Board, to excavate, cut, fill or grade any Lot owned by Declarant and/or the Maintenance Area(s), or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant and/or in the Maintenance Area(s), 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 owned by Declarant and/or the Maintenance Area(s). Without limiting the generality of the foregoing, the Declarant during the Period of Declarant Control, shall be exempt from the provisions of Section 7.1.

15.2 Declarant's Right to Grant Additional Easements. 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 Subdivision in, on, under, over and across any Lots or other portion of the Subdivision owned by Declarant and the Maintenance Area. The foregoing notwithstanding, the Declarant shall not grant an easement which materially and

adversely impairs the use of any Lot not owned by Declarant for the purposes originally intended.

15.3 Subsequent Phase Declaration. 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 which is contiguous to any of the Lots or the Subdivision. Such expansion(s) may be affected from time to time by Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "**Subsequent Phase Declaration**").

Upon the 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" (and may be further designated as either "Ridge Lots", "Executive Estate Lots", or "Estate Lots", or some different designation) for purposes of this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

15.4 Amending Plat. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to record amendments to the Plat 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 such Owner's Lot.

15.5 Control over Construction of Initial Improvements. Declarant, or such individuals appointed by Declarant, shall (i) solely make up the Committee for the purpose of architectural and design improvements; and (ii) have the unilateral authority to amend and supplement the Development Guidelines, the provisions of Section 7.1, and the covenants, conditions and restrictions under Article IX (provided that such amendments/supplements shall unduly burden another Lot not owned by Declarant, or bring the same into violation with this Declaration that was conforming prior to such amendment/supplement), until a single-family residence has been constructed on every Lot in the Subdivision, unless and until the Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XVI.

15.6 Reserved Rights Do Not Create Obligations. Anything in this Article XV to the contrary notwithstanding, the foregoing rights in favor of Declarant shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to

perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Article.

ARTICLE XVI

ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

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 Douglas 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 obligations under this Declaration by filing in the Register of Deeds of Douglas 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

LOT RE-SALES AND BUYBACK

17.1. Applicability of Lot Re-Sales. Except for sales and conveyances by Declarant, no Lot (whether improved or unimproved) may be sold by any Owner except in compliance with the provisions of this Article XVII.

17.2. Right of First Refusal.

17.2.1. Rights and Obligations. Before any Undeveloped Lot (or any part thereof) may be sold by or to any Person other than Declarant, the Owner of such Undeveloped Lot shall first deliver to Declarant an offer in writing to sell the Undeveloped Lot to Declarant or its successors (an "**Offer Notice**") for an amount equal to the original price paid from Owner to Declarant in exchange for such Undeveloped Lot (the "**Original Purchase Price**"). Notwithstanding the foregoing, Designated Builder, RA Builders, and Nathan Homes, as home builders, may transfer ownership of a Lot to a homeowner client for purposes of owner-financed construction of the Improvements without being subject to Declarant's rights under this Section 17.2; provided, however, any transfer or proposed transfer of a Lot by RA Builders and/or Nathan Homes to any other third party or for any other purpose shall not be exempt and shall be subject to Declarant's rights under this Section 17.2. The Offer Notice shall include the Owner's address, a copy of the bona fide offer to purchase the Undeveloped Lot and shall indicate that Owner is

offering the Lot for sale to Declarant pursuant to this right of first refusal. If Declarant or its successors does not accept or reject in writing said offer of sale within thirty (30) days from the date of receipt of the Offer Notice, then the Owner of such Undeveloped Lot shall have the right to sell said Lot to the third party making the bona fide offer pursuant to and in accordance with the terms of such bona fide offer, without any further additional obligation to offer said Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer an Owner receives for the purchase of an Undeveloped Lot. Any Owner who buys an Undeveloped Lot from another Owner shall be governed by the provisions of this Section 17.2 and the failure to exercise or rejection of the right of first refusal with respect to any Offer Notice shall not limit Declarant's rights of first refusal with respect to any subsequent proposed sale of any Undeveloped Lot. Provided, however, the right of first refusal reserved by Declarant pursuant to this Section 17.2 shall be valid and enforceable with respect to any Undeveloped Lot only for a period of fifteen (15) years from the date of the initial conveyance of such Undeveloped Lot from Declarant to an Owner other than Declarant, and upon the expiration of said fifteen (15) year period, the Owner of such Lot shall have the right to sell the Undeveloped Lot to any third party without the obligation to offer the Lot to Declarant. This Section 17.2 shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on a Lot or deed in lieu thereof which is made and delivered in good faith. In each instance where an Offer Notice is delivered to Declarant by an Owner, Declarant shall determine in its sole discretion and on a case by case basis whether to exercise its right of first refusal, and such determination may be made on such basis and for any reason as Declarant in its sole discretion shall choose. Should an Owner fail to comply with the provisions of this Section 17.2 and sell an Undeveloped Lot without delivering an Offer Notice to Declarant in accordance with the terms hereof, then the purchaser of such Lot shall purchase such Lot subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase such Lot according to the provisions of this Section 17.2, from the purchaser thereof for the Original Purchase Price, until the substantial completion of a single-family dwelling Improvement on such Lot, at which point Declarant's rights under this Section 17.2 shall be of no further force or effect with respect to such Lot; except such rights shall be reinstated if such Lot subsequently becomes an Undeveloped Lot within the fifteen (15) year time period prescribed above. In addition to the foregoing, Declarant shall be entitled to any other rights and remedies available at law or in equity for the violation of this Section 17.2.

17.2.2. Death of Owner; Gifts. The personal representative, 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 an 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 Section 17.2.

17.2.3. Duties Upon Election. In the event that Declarant exercises its right of first refusal pursuant to Subsection 17.2.1 above, the closing of the conveyance of such

Lot shall occur within thirty (30) days after receipt by the Owner of written notice from Declarant or its successors that it elects to exercise its right of first refusal with respect to such Lot. At closing, Declarant shall make payment to such Owner of the Original Purchase Price. The Owner shall deliver to Declarant a warranty deed conveying fee simple marketable title to the Lot free and clear of all liens and encumbrances except those that existed immediately prior to the time of the acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year and any other liens and encumbrances which may be approved by Declarant, in Declarant's sole and exclusive discretion. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

17.2.4. Terms Binding. The right of first refusal reserved by Declarant in this Section 17.2 shall run with the title to each Lot in the Subdivision and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Section 17.2 shall constitute record notice to all purchasers of Lots in the Subdivision of the right of first refusal herein reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots in the Subdivision subject to the provisions of this Section 17.2.

17.3. Option to Purchase.

17.3.1. Rights and Obligations. Should any Lot remain an Undeveloped Lot for five (5) years from the date of closing of the initial sale of a Lot from Declarant to a third party (the "**Purchase Option Date**"), whether or not such Lot has been re-purchased by any subsequent parties, the Declarant shall have the right, but not the obligation, to purchase such Lot from the current Owner. Declarant may exercise such right for a period of three (3) years from the Purchase Option Date, or until commencement of construction of a single-family home on the Lot, whichever occurs first. The price at which the Undeveloped Lot may be purchased under this Section 17.3 shall equal the Original Purchase Price. If Declarant desires to purchase a Lot under the provisions of this Section 17.3, Declarant shall deliver to the Owner written notice of Declarant's intent to exercise its right under this Section 17.3 with respect to such Lot. Notwithstanding the foregoing, any extension of time for the construction of Improvements granted by Declarant under Subsection 7.1.7 above shall act to extend the Purchase Option Date for an equal duration.

17.3.2. Duties Upon Election. If Declarant exercises its right to purchase a Lot pursuant to Subsection 17.3.1 above, the closing and transfer of title shall occur in

accordance with the same procedures and requirements as set forth in Subsection 17.2.3 above.

17.3.3. Terms Binding. The option to purchase reserved by Declarant in this Section 17.3 shall run with the title to each Lot in the Subdivision and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Section 17.3 shall constitute record notice to all purchasers of Lots in the Subdivision of the option to purchase reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots in the Subdivision subject to the provisions of this Section 17.3.

ARTICLE XVIII

ADDITIONAL PROVISIONS

18.1. Covenant Running with the Land. This Declaration shall bind and run with the title to each Lot in the Subdivision and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party.

18.2 Constructive Notice and Acceptance of Declaration. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the 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 the Subdivision.

18.3 Governing Law. 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 Douglas County, Nebraska, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.

18.4 Mutuality and Reciprocity. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Lot within the Subdivision; shall create mutual, equitable servitudes upon each Lot within the Subdivision in favor of every other Lot of the 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 the Subdivision, their heirs, successors and assigns.

18.5 Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of the Subdivision can or 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 enforceability. Declarant shall have no liability for the development of the Subdivision or the enforcement of this Declaration.

18.6 Headings. 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.

18.7 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

18.8 Notices.

18.8.1 To Declarant, Board or Committee. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given to or received by Declarant, the Board 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 Committee at the following address:

Skyline Ridge Estates, LLC
1413 S 208 Street
Elkhorn, NE 68022

Declarant, Board and/or the 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 Douglas County, Nebraska.

18.8.2 To Owners. 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.

18.9 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.

18.10 Requirements of City. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the City on the Subdivision. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the City applicable to the Subdivision, then the more restrictive requirement shall govern.

18.11 Consent. 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 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.

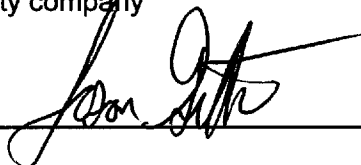
18.12 Indemnification. Declarant, during the Period of Declarant Control, the Board thereafter and/or the Association, as applicable, shall indemnify and hold each Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the grossly 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.

[Signature on following page]

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

DECLARANT:

Skyline Ridge Estates, LLC, a Nebraska limited liability company

By: 

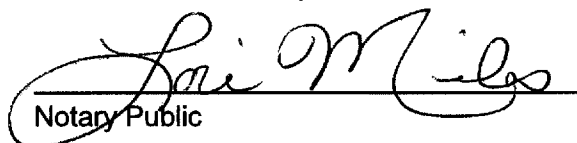
Name: Jason Gillman

Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned Notary Public in and for said county and state, appeared Jason Gillman, Manager of Skyline Ridge Estates, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 9 day of May, 2022.


Notary Public

My Commission expires: January 13, 2023

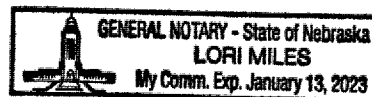


Exhibit A
Legal Description of the Subdivision

LOTS 1 THROUGH 21 AND OUTLOTS A AND B, SERENITY ESTATES, A SUBDIVISION BEING
A PLATTING OF PART OF THE SW 1/4 OF SECTION 26, T15N, R10E OF THE 6TH P.M.,
DOUGLAS COUNTY, NEBRASKA.

Exhibit B
Final Plat

(See attached)

SERENITY ESTATES

LOTS 2 THROUGH 20
OUTLOTS A THROUGH B
DOUGLAS COUNTY, NEBRASKA
AND

SERENITY ESTATES REPLAT ONE

LOTS 1 AND 2
DOUGLAS COUNTY, NEBRASKA

SUBDIVIDER

SKYLINE RIDGE ESTATES, LLC
10035 DEC MILL RD
LINCOLN, NEBRASKA 68516

ENGINEER

TRAVIS J. HARRIS, P.E.
10035 DEC MILL RD
LINCOLN, NEBRASKA 68516

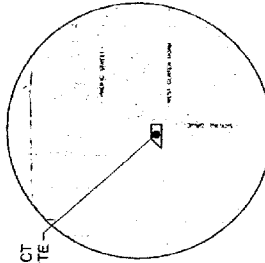
LEGEND

- PROPERTY BOUNDARY LINE
- EXISTING LOT LINES
- EXISTING LOT CORNERS
- EXISTING LOT AREA
- EXISTING LOT PERIMETER
- EXISTING LOT CORNER
- EXISTING LOT AREA
- EXISTING LOT PERIMETER

LEGAL DESCRIPTION

TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20,
T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA

VICINITY MAP



NOTES

1. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
2. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
3. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
4. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
5. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
6. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
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8. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.
9. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.

Skyline Ridge
Estates, LLC

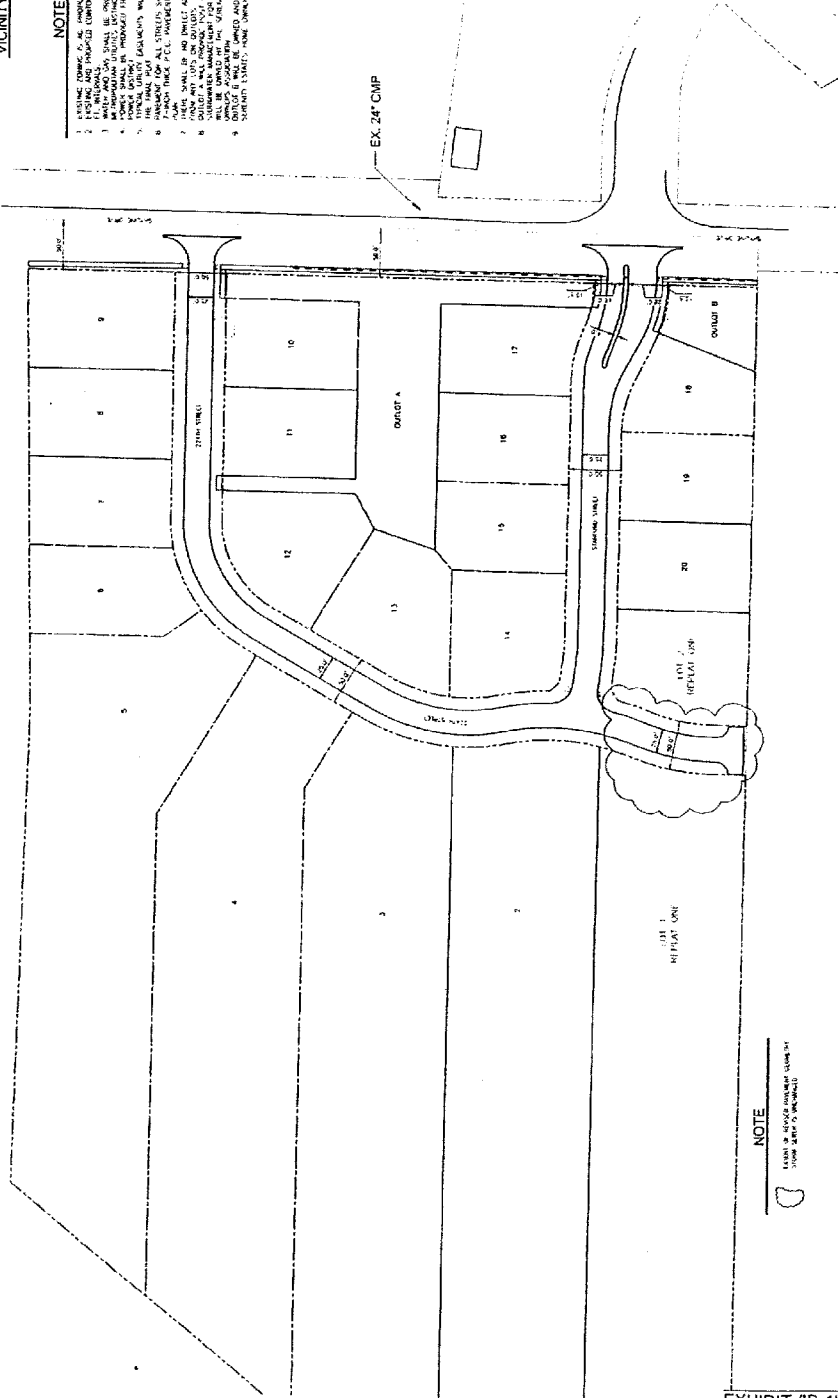
PROGRESS PRINT
NOT TO BE USED FOR
CONSTRUCTION
DATE PRINTED: MARCH 28, 2022

NO.	DESCRIPTION	REMARKS
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Location: 10035 DEC MILL RD
Area: 1.00 AC
Date: 10/1/2011

Storm Sewer &
Paving Plan

Nebraska



NOTE

1. THE SUBDIVISION IS BASED ON THE SURVEY OF THE TRACT OF THE S. 1/4 OF THE NE. 1/4 OF SECTION 20, T24N, R10E, OF THE 2ND TWP. IN DOUGLAS COUNTY, NEBRASKA, DATED 10/1/2011.

EXHIBIT "B-1"

Exhibit C

Development Guidelines

The development of the Subdivision, and construction of all Improvements thereon, shall strictly comply with and conform to the following guidelines and regulations, as may be supplemented and/or amended. All capitalized words not otherwise defined herein shall have the meanings set forth in the Declaration to which this exhibit is attached. Per the Declaration, any reference herein to the "Committee" shall mean the Declarant during the Period of Declarant Control.

1. **Deposit.** An Owner or Owner's contractor shall be required to remit a deposit of \$2,000, to Declarant prior to the commencement of the construction of any primary or secondary dwelling Improvements on such Lot. Such deposit shall be held by Declarant until completion of construction to ensure the proper cleanup of the job site on the Lot. Declarant shall, upon inspection of the completed work on the Lot, either apply the deposit towards the expenses to remedy inadequate clean up, in Declarant's discretion, or if such cleanup is adequate, refund the deposit (or such unused portion) to the payor.
2. **Setbacks.**
 - a. All side yard setbacks for Improvements shall be at least 5 feet.
 - b. All front yard setbacks for Improvements shall be at least 25 feet.
 - c. All rear yard setbacks for Improvements shall be at least 25 feet.
 - d. All street side setbacks (other than the front yard) for Improvements shall be at least 15 feet.
3. **Driveways.**
 - a. Concrete only; no asphalt
 - b. Minimum thickness of 4"
 - c. All primary and driveway locations must be approved by the Committee and clearly shown on the materials included with an Application
 - d. All driveways must contain ample off-street parking areas for guests
 - e. Primary driveway width shall be 16' minimum and 22' maximum
 - f. All decorative concrete designs must be approved by the Committee
4. **Foundation.** All exposed foundations on all sides of an Improvement must be coated with stone, brick, stucco, or other materials approved by the Committee, and must be complimentary to the approved architectural style of the Improvement.
5. **Architectural Elements; Building Materials.**
 - a. All Improvements must meet a specific architectural style as determined by the Committee.
 - b. The front of all dwelling Improvements must contain a minimum of 50% brick, stone, or stucco, or other similar materials as approved by the Committee, and must compliment the approved architectural style of the dwelling Improvement.
 - c. The approved architectural style of a dwelling Improvements must wrap around the sides and rear of the dwelling Improvement, with sides and rear containing the same building materials as the front, but with a lessened intensity of non-siding materials.

6. Shingles.

- a. All shingles must be "Heritage II" or otherwise approved by the Committee.
- b. All shingles shall be a weathered wood color, black, or any other color approved by the Committee in its consideration of architectural style.
- c. No wood stake shingles or asphalt shingles less than 350 lbs. per square shall be used.

7. Siding.

- a. All cement board siding must be James Hardie horizontal lap siding. Other siding materials may be approved by the Committee based upon the architectural style of the Improvement.
- b. Vinyl siding shall not be permitted.

8. Exterior Color.

- a. All base and accent colors must be approved by the Committee and shall compliment the approved architectural style of the Improvement. This shall apply to both the initial painting and repainting of any Improvement.

9. Fencing.

- a. No fences shall be installed without prior approval by the Committee.
- b. Fencing shall be consistent with the architectural style and color of the dwelling Improvements on such Lot and shall not exceed a maximum height of 72 inches.
- c. All fencing shall be made from black aluminum or wrought iron. No wood, chain link, or vinyl fences shall be permitted.
- d. Fencing shall not extend beyond the front line of the primary dwelling Improvement on a Lot.
- e. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front line of the primary dwelling Improvement on a Lot.

10. Landscaping. Lot Owners shall submit an initial landscaping plans (including any pool plans) to the Committee as part of its Application. Any material changes to landscaping elements on a Lot, either initially or in the future, shall be further presented to the committee via an Application with a revised landscaping plan. All landscaping on the Lots and landscaping plan shall conform to the following standards:

- a. Plans shall indicate any grade changes, walls and berms.
- b. Each Lot shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs and perennials/groundcovers.
- c. Landscaping shall be installed during the first available planting season following substantial completion of the primary dwelling Improvement on the Lot.
- d. Minimum tree size shall be a 2" caliper balled and burlapped.

11. Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

12. **Side Walks.** Commencing with completion of construction of the primary dwelling Improvement on a Lot, a public sidewalk constructed of concrete five (5) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of eight (8) feet and a maximum of seventeen and one-half (17.5) feet from the street curb line, in conformance with the master sidewalk plan. The sidewalk alignment shall be approved by Declarant prior to construction. After approval of the sidewalk alignment, the sidewalk shall be constructed by the Owner of the Lot prior to the time of completion of the primary dwelling Improvement on such Lot and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.
13. **HVAC.** Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.
14. **Fill and Grading; Building Envelope.** Fill and grading plans for Lots shall first be approved by the Committee, and shall be done in a manner to create the least amount of disturbance to the natural contours of the Lot's surface. Any such plans shall identify the building envelope for the dwelling Improvements thereon, which shall be subject to the approval of the Committee.
15. **Sediment Controls.** Sufficient sediment control measures, including, but not limited to, installation and maintenance of sill fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion. The Lot Owner shall be solely responsible for the cost of any erosion control measures. The Lot Owner shall not materially change the grade or contour of any Lot and shall control the flow of surface water from its Lot so not to interfere with the drainage of any adjoining or downstream Lot.
16. **Drainage Direction.** All storm water and downspouts must drain toward the frontage of each Lot unless otherwise approved by the Committee.
17. **Restrooms.** Any third-party undertaking the construction of any building or other substantial structure on a Lot shall be required to provide and keep on-site a portable restroom for its agents and employees. Such portable restroom shall be removed immediately following the completion of such work.
18. **No Outbuildings.** Lot Owners may not construct outbuildings or similar Improvements in addition to the primary dwelling Improvement on a Lot, including but not limited to a pool house, guest house, detached garage, shed, or workshop, under any circumstances.

- 19. Minimum Ground Floor Square Footage Requirements.** All dwelling Improvements shall be “ranch” style and must comply with the following square footage requirements:

With respect to Ridge Lots (Lots 1 – 5):

Story	Minimum Ground Floor (finished living area square footage)
1 Story	3,000
1.5 Story	2,500
2 Story	2,500

With respect to Executive Estate Lots (Lots 12 – 14; 21):

Story	Minimum Ground Floor (finished living area square footage)
1 Story	2,200
1.5 Story	1,900
2 Story	1,900

With respect to Estate Lots (Lots 6 – 11; 15 – 20):

Story	Minimum Ground Floor (finished living area square footage)
1 Story	1,750
1.5 Story	1,200
2 Story	1,200

A finished living area is considered a space intended for human occupancy that is heated and cooled by a permanent heating system, has finishes consistent with that of a similar single-family dwelling in a similar price point, is directly accessible from another finished living area, and is exclusive of garages, storage areas, porches of any type, decks or patios.

- 20. Drainage from Ridge Lots.** All water flow and drainage for Ridge Lots, including downspouts, must be directed to the frontage of the Ridge Lot. Under no circumstances shall water be diverted to the rear of any Ridge Lot.