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Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THE PRESERVE

EACH PERSON ACQUIRING A LOT IN THE PRESERVE IS BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS DECLARATION AND MUST-READ IT IN ITS ENTIRETY IN ORDER TO BE FULLY AWARE OF ALL REQUIREMENTS IMPOSED.

AMONG SUCH REQUIREMENTS ARE THE FOLLOWING:

- THAT EACH OWNER OF A LOT BE A MEMBER OF, AND PAY ASSESSMENTS TO, THE PRESERVE AT THE FARM HOMEOWNER'S ASSOCIATION.
- THAT APPROVAL OF THE DECLARANT BE OBTAINED BEFORE COMMENCEMENT OF ANY IMPROVEMENTS UPON OR DISTURBANCE OF A LOT.
- THAT UPON TRANSFER OR SALE OF ANY LOT, THE REQUIREMENTS OF ARTICLE VI BE FOLLOWED.

THE RECITATION OF CERTAIN REQUIREMENTS OF THIS DECLARATION ABOVE DOES NOT RELIEVE ANY OWNER OF A LOT IN THE PRESERVE FROM THE REQUIREMENTS OF ALL PROVISIONS OF THIS DECLARATION AND ANY AMENDMENTS TO THIS DECLARATION WHICH MAY HEREAFTER BE RECORDED.

AS SET FORTH IN THIS DECLARATION, THE DECLARANT RESERVES TO ITSELF THE RIGHT TO MODIFY, ALTER OR CHANGE THE DEVELOPMENT PLAN FOR THE PRESERVE, CONSISTENT WITH THE UNIFORM SCHEME OF DEVELOPMENT FOR THE PRESERVE. DECLARANT HAS RESERVED CERTAIN RIGHTS TO UNILATERALLY AMEND THIS DECLARATION.

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE PRESERVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by 228 SKYLINE, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

> Lots 1 through 67 inclusive, in The Preserve, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant is the Owner of certain real property located within Douglas County, Nebraska and described as follows:

> Outlots "A" through "H" inclusive, in The Preserve, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are referred to collectively as the "Outlots" and individually as each "Outlot".

The Lots and Outlots are situated in The Preserve, a residential subdivision situated in Douglas County, Nebraska and herein referred to as "The Preserve" or the "Project". The Declarant desires to provide for the preservation of the values and amenities of The Preserve, for the maintenance of the character and residential integrity of The Preserve and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of The Preserve.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots and Outlots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and

easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots and Outlots and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and Outlots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot and Outlot, or any part thereof, as is more fully described herein. The Lots and Outlots are, and each Lot and Outlot is and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.
DEFINITIONS

Section 1. "Additional Declaration."
Shall mean and refer to any additional Declaration of Covenants, Conditions and Restrictions filed in the Office of the Register of Deeds in Douglas County, Nebraska, with regard to a certain phase, section or portion of the Property.

Section 2. "Architectural Review Committee."
Shall have the meaning ascribed to such term as provided in Article V Section 1 of this Declaration.

Section 3"Association."
Shall mean and refer to THE PRESERVE AT THE FARM HOMEOWNER'S ASSOCIATION, a Nebraska not-for-profit corporation, its successors and assigns.

Section 4. "Building Envelope."
Shall mean and refer to the area on any Lot, designated by Declarant or the Architectural Review Committee, on which a Dwelling Unit, Guest House or other structures may be erected.

Section 5. "Common Area" or "Common Areas."
Shall mean and refer to parking areas (if any), storage areas (if any), decorative street lights, the Roadways, street signs, and areas on Outlots owned by the Association or on which the Association or the Owners are granted an easement, collectively, and any other property specifically shown and designated on any Plat as "Common Area" or "Outlot." The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Project.

Section 6. "Common Facilities."
Shall refer to any recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and non-dedicated roads, paths, ways and green areas, storm water basins, including street lights, landscaping and signs and entrances developed and constructed for the common use and benefit of the Project and as further described in Article III, Section 1 a). The Declarant reserves the right, but not the obligation, to provide Common Facilities.

Section 7. "Declarant."
Shall mean and refer to 228 Skyline, LLC, a Nebraska limited liability company, until its Declarant status is terminated and a successor Declarant is appointed as provided in this Declaration. Upon such appointment of a successor Declarant, all rights, duties and obligations of the former Declarant in and to such status as "Declarant", hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

Section 8. "Declaration."
Shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements as same may be amended and/or supplemented from time to time as herein provided.

Section 9. "Design Guidelines."
Shall mean and refer to the Design Guidelines for Dwelling Units and other Improvements as initially adopted by the Declarant and as amended from time to time by the Declarant and the Architectural Review Committee.

Section 10. "Dwelling Unit."
Shall mean a house in its traditional meaning, that includes a combination of rooms designed for year-round habitation, and containing bedrooms, bathrooms and kitchen facilities, and designed for residence by a family or household unit, and shall specifically include any Guest House constructed on a Lot as permitted by this Declaration.

Section 11. "Guest House."
Shall mean a residential structure constructed on a Lot that is in addition to the primary Dwelling Unit, provided that such Guest House may not be occupied as a primary residence, but only for temporary transient guest living quarters and not for rental or lease.

Section 12. "Improvement" or "Improvements."
Shall mean and include any and all man-made changes or additions to a Lot, including, but not limited to all Dwelling Units and other buildings (including any exterior devices attached to or separate from buildings); barns, storage sheds or areas; roofed structures; detached garages; tree houses; parking areas; fences, "invisible" pet fencing; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; driveways; changes in grade or slope; site preparation; swimming pools; hot tubs; jacuzzis; tree houses; basketball goals; skateboard ramps; tennis courts and other sports courts, fields, or play apparatus; signs; exterior illumination; and changes in size or any exterior color or shape of any of the foregoing. The definition of Improvements includes both original Improvements and all later modifications, reconstruction, renovation or other change to Improvements, provided, however, the definition of Improvements does not include the replacement or repair of Improvements previously approved by Declarant, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by Declarant.

Section 13. "Lot" or "Lots".
Shall have the meaning as set forth in the Preliminary Statement of this Declaration.

Section 14. "Maintenance Area" or "Maintenance Areas."
Shall mean the Common Areas and Common Facilities that are owned by or are subject to easement in favor of the Association and require periodic maintenance, repair and replacement, including, and not by way of limitation to the Roadways, entryways and entrance monument(s) for the Project; landscaping amenities (including signage, lighting, monuments and irrigation systems); hard surface or soft surface sidewalks, trails, walking or jogging paths, or similar pathways over and under any Outlot.

Section 15. "Member" or "Members."
Shall mean and refer to every person or entity who holds membership in the Association.

Section 16. "Occupant."
Shall mean and refer to any person occupying all or any portion of a Lot or the Property for any period of time, regardless of whether such person is the Owner or a guest, invitee or tenant of an Owner.

Section 17. "Outlot" or "Outlots".
Shall have the meaning as set forth in the Preliminary Statement of this Declaration.

Section 18. "Original Builder Group."
Shall mean the builders and their affiliated construction companies identified on Exhibit "A" attached hereto.

Section 19. "Original Purchase Price".
Shall mean the purchase price set forth in the purchase agreement for Declarant's sale of the Lot to an Owner other than Declarant.

Section 20. "Owner."
Shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Outlot or other portion of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 21. "Person."
Shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.

Section 22. "Plat."
Shall mean and refer to the subdivision plat for the Project which is recorded from time to time in the Office of the Register of Deeds of Douglas County, Nebraska, and any and all revisions or Declarant approved replats thereof.

Section 23. "Project."
Shall mean and refer to the residential development being developed by Declarant on the Property and commonly known as "The Preserve" or "The Preserve at the Farm".

Section 24. "Property."
Shall mean and refer to that certain real property located in Douglas County, Nebraska and being all of that property shown on the Plat.

Section 25. "Roadways."
Shall mean and refer to the roads, streets, and cul-de-sacs constructed on Outlot "A" and Outlot "H" of the Project and the paved entranceways to the Project, as shown on the Plat.

Section 26. "Turnover Date."
Shall have the meaning set forth in Article III, Section 4 of this Declaration.

Section 27. "Undeveloped Lot."
Shall mean and refer to any Lot on which the Dwelling Unit has not been completed.

ARTICLE II.
RESTRICTIONS AND COVENANTS

Section 1. Residential Restrictions.

Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, Declarant, or its successors or assigns, shall have the right to use the Lots designated from time to time by Declarant for the purpose of construction staging for development of the Project. Except for Improvements constructed by Declarant, or as otherwise approved by Declarant, no grading or excavation shall be commenced and no Improvements shall be constructed, erected, placed, altered, used or permitted to remain on any Lot, except as shall be in compliance with this Declaration and the Design Guidelines and that are first approved by the Architectural Review Committee as provided in the Design Guidelines.

Section 2. Primary Dwelling Unit Size and Garages.

All primary Dwelling Units shall be constructed with an attached and enclosed garage that will accommodate a minimum of three (3) cars. The Architectural Review Committee shall have the right, but not the obligation, because of restrictive topography, lot shape, dimensions or unusual site related conditions or other reasons, to allow variances from minimum square footage requirements set forth in the Design Guidelines by granting a specific written variance.

Section 3. 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.

Section 4. Fences and Walls.

In addition to the restrictions contained elsewhere in this Declaration, only fences or walls (including, without limitation, densely planted hedges or similar landscape barriers) approved in advance by Declarant, in their sole and absolute discretion, shall be used, installed and/or constructed on each Lot within the Project. All fences and walls shall be maintained in a structurally sound and attractive manner. In all events, installed fences or walls must comply with applicable set back requirements imposed by the City of Omaha or other governmental agencies with zoning jurisdiction. No fence or wall shall be erected on any Lot until the Architectural Review Committee has given prior written approval of the color, size, design, materials and location for such fence or wall. The Architectural Review Committee may, in its sole and absolute discretion, refuse to allow any fences or walls on a Lot, even if fences or walls are allowed on other Lots. Fence types which may receive consideration shall be set forth in the Design Guidelines.

Section 5. Animals.

No animals, livestock, or poultry, including horses, shall be raised, bred or kept on any portion of the Property, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided they do not create a nuisance (in the judgment of the Association) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. Any excrement deposited by an animal on any portion of the Property shall be promptly removed and appropriately disposed of by the owner of such animal. The number of household pets kept or maintained outside the Dwelling Unit on a Lot shall not exceed three (3) in number, except for newborn offspring of such household pets which are all under nine (9) months in age. All pets shall be registered, licensed and inoculated as required by law. Dogs, cats and other pets shall at all times whenever they are outside of a Dwelling Unit be on a leash or otherwise confined to the Lot in a manner acceptable to the Declarant and the Association. Animal control authorities shall be permitted to enter and Property to patrol and remove pets and wild animals. The Association shall have the authority to establish further rules and regulations regarding pets, and to include the levy of fines and assessments against Owners that violate such rules and regulations.

No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Review Committee. Doghouses shall only be allowed adjacent to the rear of the Dwelling Unit, concealed from public view. One (1) dog run may be constructed or installed on any Lot, provided that the construction plans, specifications and the location of the dog run have been first approved by the Architectural Review Committee, and shall be concealed from public view.

Section 6. Signs.

No sign of any kind, including billboards, unsightly objects or nuisances, shall be displayed on any Lot except for sign(s) approved in advance by the Architectural Review Committee, except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale." Notwithstanding the forgoing, Declarant and/or the Association shall be entitled to erect and maintain signs and billboards advertising the Property, the Project or portions of either, or for any other purpose, on any portion of the Property owned by Declarant and/or the Association or in the Common Areas or Maintenance Areas.

Section 7. Temporary Structures.

No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot, and no barn, carport, trailer, open basement, storage building, outbuilding, or utility building shall be erected on any Lot or attached to any Dwelling Unit unless approved by the Architectural Review Committee. Provided, however, nothing herein shall prohibit Declarant or a builder (subject to the prior approval of Declarant) from erecting or moving temporary buildings onto Lots owned by Declarant or such builders, or Lots which Owner has contracted with such builders, to be used for storage, or for construction or during construction of a Dwelling Unit. No permanent structure or dwelling shall be moved from outside the Project to any Lot without written approval of the Architectural Review Committee.

Section 8. Utilities.

All utilities and utility connections shall be located underground, including electrical, telephone and cable television lines. Transformers, electric, gas or other meters of any type, and any exterior air conditioning condenser, or other apparatus shall be located at the rear or sides of the buildings constructed on Lots or, if approved by the Architectural Review Committee, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Review Committee in accordance with the provisions of this Declaration.

Section 9. Sediment Control.

During any construction on any Lots, Owners of Lots shall install and maintain siltation fences until their Lots are sodded, which siltation fences shall be installed in a manner which will eliminate or substantially reduce erosion and run-off of soil. The Architectural Review Committee shall have the right to require the owners of Lots to install and maintain the siltation fences in such locations, configurations, and designs as the Architectural Review Committee may determine appropriate in its sole and absolute discretion. Owner shall indemnify and hold the Association, the Declarant, the Architectural Review Committee and the immediate grantor of such Lot harmless from any and all liabilities, costs, expenses, causes of action, attorney fees, fines, penalties or assessments with respect to Owner's construction and grading activities, including, without limitation, Owner's failure to comply with governmental requirements during and following construction.

Section 10. Building Envelope.

Unless approved in advance by the Architectural Review Committee, no construction activities, building or other Improvement on any Lot (including any stoops or porches, patios, decks, terraces, etc.) shall be erected or permitted to remain outside of the Building Envelope for that particular Lot as established by Declarant or in the Design Guidelines. All Improvements inside and outside of the Building Envelope are subject to prior approval by the Architectural Review Committee. The Building Envelope approved for any Lot may be amended or modified only through the Architectural Review Committee at the request of Owner of such Lot, and in the sole and absolute discretion of the Architectural Review Committee.

Section 11. Tree Removal

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 the Architectural Review Committee. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a caliper larger than two (2) inches measured at a height of five (5) feet from the ground. Should any of such trees, shrubs or bushes be removed, die, or deteriorate into a poor condition, the Owner of the Lot 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, the Architectural Review Committee 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 provided in this Declaration.

Section 12. Waste.

No Lot, street or road shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of Improvements on a Lot, all rubbish and debris shall be stored and disposed in a manner satisfactory to the Architectural Review Committee.

Section 13. Unsightly or Unkempt Conditions.

Any action which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot, other than in enclosed garages. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Dwelling Unit or Architectural Review Committee approved suitable storage facility, except when in actual use. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles unsightly to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible. Produce or vegetable gardens may only be planted and maintained in rear yards. No vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. No clothesline shall be permitted outside of any Dwelling Unit at any time. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any Lot. Notwithstanding the foregoing, an antenna or dish that is designed to receive over-the-air video programming signals that does not exceed one meter in diameter, and that is attached directly to the Dwelling Unit may be permitted provided that the location and size of the proposed antenna or dish is first approved by the Declarant or the Architectural Review Committee. No windmills, exterior solar heating or cooling devices, or similar structures shall be permitted on any Lot.

Section 14. Nuisances.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's property. No Lot shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute and actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

Section 15. Parking: Storage.

No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than fourteen (14) days, with no more than seven (7) consecutive days, within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. Notwithstanding the forgoing, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of

Dwellings Units or other Improvements during the period of construction. No parking of any motor vehicles will be allowed on the Roadways. Parking shall be on driveways and private property only.

Section 16. Construction.

All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and partially completed Dwelling Units or other Improvements shall not be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. Construction of the Dwelling Unit, including landscaping, must be completed within eighteen (18) months after the date upon which it commenced, unless a longer time is approved by the Declarant or Architectural Review Committee. Grading plans must be submitted to and approved by the Architectural Review Committee prior to commencement of Improvements to any Lot.

Any damage to the streets, roads or any part of any Common Area, Maintenance Area, or any utility system caused by an Owner or Owner's builder or such builder's subcontractors shall be repaired by such responsible Owner. Any builder of Improvements and such builder's subcontractors on any portion of the Property shall keep such portion of the Property free of unsightly construction debris and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements.

Prior to commencement of construction of Dwelling Unit on any Lot, a plastic construction fence, not less than four (4) feet in height, but not exceeding six (6) feet in height, must be installed at Owner's expense along the perimeter of the Building Envelope and approved by the Declarant or Architectural Review Committee. No materials, debris or objects are to be stored or placed, temporarily or permanently, along with no construction activities or machinery of any sort, on the exterior of this perimeter. The Owner of such Lot is responsible for costs associated with the clean-up resulting from construction activities. In addition, the perimeter of the Building Envelope of such Lot must be enclosed with silt fencing prior to commencement of construction in such a manner to keep the exterior of such perimeter free from silt or other forms of run-off. The silt fencing will be installed immediately inside the plastic construction fence. All silt fencing which is damaged or not effective in preventing run-off shall be immediately repaired. The Declarant has the right, but not obligation, without notice to Owner of such Lot, to repair all silt fencing which remains damaged and/or not effective in preventing run-off, after twenty-four (24) hours' notice to Owner at the expense of the Owner of such Lot. The foregoing restrictions shall be supplemental to the requirement of Article II, Section 9 of this Declaration.

Section 17. Driveway Approaches.

Driveway approaches on each Lot shall be constructed of concrete and in accordance with the Design Guidelines and subject to approval by the Architectural Committee. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

Section 18. Recreational Improvements.

Sports courts (e.g. tennis, basketball) shall be allowed to be constructed within the Building Envelope subject to approval by the Architectural Review Committee. Swimming pools must be constructed within Building Envelope and must have the prior approval of Architectural Review Committee, and may not extend more than one (1) foot above ground level on all sides and comply with all other elements of this Declaration and the Design Guidelines.

Section 19. Recreational Vehicles.

No motorized vehicle used primarily for recreational purposes, including without limitation, any motorcycle, moped, go-cart, three- or four-wheeled all-terrain vehicle, or similar vehicle, may be operated on the Roadways or Common Facilities, provided Declarant and the Association, and their respective employees, contractors and agents, shall have the right to operate such recreational vehicles in connection with the development, maintenance and operation of the Property and for the purpose of traveling to surrounding Dwelling Units in a safe, respectable, and appropriate manner.

Section 20. Governmental Requirements.

Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regards to the Lot(s) or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances).

Section 21. Sewer System.

Each Owner of any Lot(s) shall be responsible for installation, maintenance, repair and replacement of the sanitary sewer system for its Lot in accordance with the Design Guidelines.

Section 22. Improvements located on Lots 34, 44, and 45.

The Improvements located on Lots 34, 44 and 45 as of the date of the execution of this Declaration, and any associated required maintenance of such Improvements, shall be grandfathered in and shall not be subject to the provisions of the Declaration, except in the event the Improvements are eighty (80%) or more destroyed or deteriorated, then such Improvements will no longer be grandfathered and shall be subject to the provisions of this Declaration.

Section 23. Native Grass Buffer. Each Owner of a Lot shall install, comply with and maintain the native grass street buffer and other Lot seeding, sodding and landscaping requirements as set forth in the Design Guidelines.

ARTICLE III.
HOMEOWNER'S ASSOCIATION

Section 1. The Association.

Declarant has caused or will cause the incorporation of the Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of The Preserve including:

a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities and other amenities and Improvements constructed on Common Areas for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas, including, but not limited to, street lights, landscaping and signs and entrances for the Project. Common Facilities may be situated on Common Areas or property owned or leased by the Association within the Project subdivision, on private property subject to an easement in favor of the Association or on public property.

b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities and Common Areas, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities and Common Areas by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility and Common Areas.

c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of The Preserve; and the protection and maintenance of the residential character of The Preserve.

Section 2. Membership.

The "Owner" of each Lot shall be a Member of this Association. The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of any Lot. In addition, as long as the Declarant owns any part of the Property, Declarant shall be a Member of the Association.

Section 3. Classes of Voting Members.

The Association shall have two (2) classes of voting membership:

a) Class A Member:

Class A Members shall be all Association Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned by such Association Member. When more than one (1) Person owns an interest (other than a leasehold or security interest) in any Lot, all such Persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b) Class B Member:

The sole Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned by Declarant.

Section 4. Relinquishment of Control.

Notwithstanding anything contained herein to the contrary, the Class B Association Membership shall cease and be converted to the Class A Association Membership upon the earliest to occur of (a) the date that is four (4) years following on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that the Class B membership cease and be converted to the Class A membership; or (c) December 31, 2028. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A Association Member.

Section 5. Purposes and Responsibilities.

The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, as further provided for in the Bylaws shall include but not be limited to the following:

a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the adoption and enforcement of rules and regulations relating to the Common Facilities.

b) The landscaping, mowing, watering, maintenance, repair and replacement of parks, Common Areas and Maintenance Areas and improvements on parks, Common Areas and Maintenance Areas, within or near the Project.

c) To the extent not maintained by Douglas County, Nebraska, the City of Omaha, Nebraska or other governmental entity, as the case may be, the Association shall maintain, repair and replace the Roadways and improvements associated with the Roadways, including, but not limited to, pothole maintenance, culverts, bridges, swales and medians and associated landscaping and related improvements along and within the Roadways. Such Roadway maintenance shall include snow and ice removal.

d) The Common Areas and Maintenance Areas shall be kept clean and free from debris and maintained in a safe and orderly condition, together with the landscaping thereof, in accordance with the highest standards for first-class residential developments.

e) Except for portions of Common Areas located within a Lot (if any), the Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof.

f) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

g) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Area or Common Facility against property damage and casualty, and purchase of liability insurance coverage and directors and officer's liability

coverage for the Association, the Board of Directors of the Association, the Architectural Review Committee and the Members.

h) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

i) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

j) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

k) The contracting or employment of management companies, facilities managers, professionals and consultants to advise and assist the Association and the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

l) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

m) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

Section 6. Mandatory Duties of the Association.

The Association shall:

a) Maintain, repair and replace the Roadways, Common Areas, Common Facilities, Maintenance Areas such that they are kept and maintained in good repair and neat condition;

b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers and green areas constructed on and along the Property, so that such are in good repair and neat condition; and

c) In the event any Owner of a Lot shall fail to perform and fulfill his obligations and responsibilities of this Declaration, including, without limitation those prescribed in Article II, Sections 9, 11, 16, 21 and 23, the Association may, in its sole discretion, perform or have performed such obligation or responsibility. If the Association undertakes to perform or have performed the responsibilities of the Owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the Owner, and the Owner shall be obligated to promptly pay such sums to the Association. Assessment of such costs shall be made by written demand from the Association for payment by the

Owner. If such assessment is not paid within thirty (30) days after written demand from the Association, such assessment shall constitute a lien on the Lot, which lien shall attach, have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Declaration. The Association shall have the right, but not the obligation, to file of record a Notice of Lien Liability.

Section 7. Imposition of Dues and Assessments.

The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred respectively as "dues and assessments") under the following provisions of this Declaration, provided that the Declarant shall have the sole right and authority to fix and levy dues and assessments for the 2018 and 2019 calendar years. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

Section 8. Abatement of Dues and Assessments.

Notwithstanding any other provision of this Declaration, the Board of Directors of the Association may abate all or part of the dues and assessments due in respect of any Lot.

Section 9. Liens and Personal Obligations for Dues and Assessments.

The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligations for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

Section 10. Purpose of Dues and Assessments.

The dues and assessments collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article III, and to perform the powers, responsibilities, and duties of the Association described in Section 5 and Section 6 of this Article III.

Section 11. Annual Dues.

The annual dues for the 2018 calendar year shall be $625 and the annual dues for the 2019 calendar year shall be $2,500, the total sum of which shall be remitted to the Association not later than the date that title to a lot is transferred by Declarant. Commencing in 2020, the Board of Directors of the Association shall prepare an annual budget (to include a reasonable capital improvement reserve) and shall affix and levy the annual dues and assessments of the Association based upon the annual budget. The annual dues and assessments may be collected in advance or collected in periodic installments (e.g. monthly, quarterly or semi-annually) as determined by the Board of Directors of the Association in its sole and absolute discretion.

Section 12. Assessments for Extraordinary Costs.

In addition to the annual dues and assessments, the Board of Directors of the Association may levy a special assessment or assessments for the purpose of: (i) paying for extraordinary Association expenses incurred due to snow or ice storms, stormwater facility failure, flooding, tornados, extreme wind events, or other unforeseen events that cause a budgetary shortfall; or (ii) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility or Common Area, including fixtures and personal property related thereto, and related facilities.

Section 13. Uniform Rate of Assessments.

Except for assessments as provided in Article III, Section 6, Subparagraph (c), due and assessments and dues shall be fixed at a uniform rate as to all Lots in equal 1/67ths. In the event of an administrative subdivision or other replatting of individual Lots that result in the reduction of the number of Lots to less than sixty-seven (67), the proportionate share of dues and assessments for the Lots impacted by such administrative subdivision or replatting shall be allocated specifically to those Lots. By way of example, if two Lots are combined into one Lot, the replatted Lot shall be responsible for a 2/67ths share of the dues and assessments.

Section 14. Certificate as to Dues and Assessments.

The Association shall, upon written request and for a reasonable charge (not to exceed $50), furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

Section 15. Effect of Nonpayment of Assessments and Remedies of the Association

Any installment of dues or assessments that is not paid within ten (10) days of when due shall be subject to a late payment fee equal to the lesser of $25 or 5% of the delinquent amount. Any installment of dues or assessments which is not paid within thirty (30) days of when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by non-use of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

Section 16. Subordination of the Lien to Mortgagee.

The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for construction of a Dwelling Unit or for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien, provided, however, the sale or transfer of a Lot pursuant

to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, but no such sale or transfer shall relieve the Owner from personal liability for dues and assessments.

ARTICLE IV.
EASEMENTS AND OTHER RIGHTS

Declarant, in addition to any other easements granted herein, hereby reserves unto itself, its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, easements on, upon, over, across, through and under the Property as described in this Article IV. In addition, Declarant hereby reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Project, including, but not limited to, easements in favor of Declarant, the Association, the Owners, and all their family members, guests, invitees and tenants and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified. Unless otherwise specified in this Article IV, all easements reserved and granted herein shall be non-exclusive and shall be perpetual in duration notwithstanding the termination or expiration of the term of this Declaration.

Section 1. Use of Common Areas.

Subject to any rules, regulations and restrictions on use as set forth in this Declaration or in rules and regulations hereafter imposed by the Association, Declarant grants and reserves an easement in favor of Declarant, the Association, the Owners and all their family members, guests, invitees and tenants for ingress and egress and to otherwise travel across and use the Common Areas and Common Facilities on a non-exclusive basis.

Section 2. Right of the Association and Declarant to Enter Upon the Lots and Outlots to Maintain Common Areas and Common Facilities.

Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees or other designees of Declarant or the Association, a non-exclusive easement for ingress, egress and access to enter upon or over the Lots and Outlots as necessary, for the purposes of inspecting any construction, proposed construction, or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance, repair and replacement of the Common Areas, Maintenance Areas and Common Facilities.

Section 3. Other Maintenance.

Declarant hereby reserves for the benefit of itself, its agents, contractors and employees, and grants to the Association, its agents, contractors and employees, non-exclusive easements as follows:

a) An easement on the Lots and Outlots for the purposes of landscaping and maintaining entryways, entrance gates and fencing for erecting and maintaining entrance monument(s) for the Project, including the right to erect and maintain entrance monument(s) thereon bearing the name of the Project, and to erect and maintain lighting for such entrances,

monument(s), plantings, landscaping, irrigation systems and other Improvements typically used for entryways.

b) An easement on the Lots and Outlots as necessary for the Association to perform its obligations under Article III, Section 6 c) of this Declaration.

Section 4. Utility and Drainage Easements.

As provided in the Plat, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive landscaping, maintenance and drainage easement and right-of-way over, under and along a sixteen (16) feet-wide strip of land adjacent to the front of all Lots, and those areas of Lots adjacent to a Roadway. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage.

Section 5. Declarant's Right to Assign Easements, Maintenance of Easement Areas.

Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot, Outlot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems.

Section 6. Easement Reserved for the Association and Declarant.

An easement for access, ingress and egress over upon and across the Lots is hereby reserved by Declarant for itself and granted to the Association to perform their respective rights, duties and obligations under this Declaration.

Section 7. Other Easements.

Other easements are provided for in the final plat of The Preserve which is filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE V.
ARCHITECTURAL REVIEW AND ARCHITECTURAL REVIEW COMMITTEE

Section 1. Composition and Appointment.

An Architectural Review Committee may be appointed and/or removed only by the Declarant until the later of the date: (i) that is ten (10) years from the date that this Declaration is filed of record with the Register of Deeds of Douglas County, Nebraska; or (ii) Declarant no longer owns any Lots. Thereafter the Board of Directors of the Association shall have the right to appoint the Architectural Review Committee. The Architectural Review Committee shall consist of three (3) members, at least two (2) members of which shall be selected from the Original Builder Group until such time as the Original Builder Group no longer owns any Lots. Any vacancy in the

membership of the Architectural Review Committee shall be filled by the Declarant during the period it has the exclusive right to appoint the Architectural Review Committee and by the Board of Directors of the Association thereafter. If any vacancy shall occur, the remaining members of the Architectural Review Committee may continue to act until the vacancy has been filled. Except for members who have been designated by the Declarant during the period it has the exclusive right to appoint the Architectural Review Committee, any member may be removed with or without cause by the Board of Directors of the Association. In the event that the Declarant shall fail to designate an Architectural Review Committee during the period it has the exclusive right to appoint the Architectural Review Committee, the Board of Directors of the Association shall serve as the Architectural Review Committee.

Section 2. Powers and Duties.

(a) The Architectural Review Committee shall serve as an architectural review board and shall have the right and authority with the Declarant to amend or modify the Design Guidelines and to otherwise regulate the external design, appearance, and location of the Lots and Improvements thereon so as to enforce the architectural provisions of this Declaration and Design Guidelines, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Improvements and the Property.

(b) The Architectural Review Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors of the Association in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 3. Submission of Plans to Architectural Review Committee for Approval.

Except for such Improvements as may be constructed by the Declarant, no Improvements of any kind whatsoever shall be commenced, erected, placed, moved onto, or permitted on any Lot, nor shall any existing Improvements upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Review Committee. The process and procedure by which an Owner is required to submit plans to the Architectural Review Committee and all associated design regulations shall be set forth in the Design Guidelines.

Section 4. Rules, Regulations, and Policy Statements.

The Architectural Review Committee may recommend, from time to time reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on.

Section 5. Expenses of the Architectural Review Committee.

The Association shall pay all ordinary and necessary expenses of the Architectural Review Committee; provided, however no member of the Architectural Review Committee shall be paid any salary or receive any other form of compensation, at the expense of the Association except upon authorization by the Board of Directors of the Association.

Section 6. Right of Entry.

The Association and the Architectural Review Committee through their authorized officers, employees, and agents shall have the right, but not the obligation, to enter upon any Lot or Outlot at all reasonable times for the purpose of ascertaining whether such Lot or Outlot or the construction, erection, placement, remodeling, or alteration of any Improvement thereon is in compliance with the provisions of this Article V without the Association or the Architectural Review Committee or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

ARTICLE VI.
LOT RE-SALES AND BUYBACK

Section 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 VI. The provisions of this Article shall not apply to Lot 67.

Section 2. Right of First Refusal.

a) Before any Undeveloped Lot (or any ownership therein) may be sold 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 for the Original Purchase Price (an "Offer Notice"). Notwithstanding the foregoing, a member of the Original Builder Group may transfer ownership of a Lot to a client for purposes of owner financed construction of the Dwelling Unit. 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 said 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 or Owners of such Undeveloped Lot shall have the right to sell the said Lot to the third party making such bona fide offer pursuant to and in accordance with the terms of such bona fide offer, without any further additional obligation to offer the said Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer which 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 Article 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 Article VI, Section 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 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 or Owners 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. Further provided that this Article VI, Section 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 it sole discretion shall choose. Should an Owner fail to comply with the provisions of this Article VI, Section 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 Article, whether or not it is subsequently improved, from the purchaser thereof at the price as set forth in this Article VI, Section 2, and shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Article VI, Section 2.

b) 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 Article.

c) In the event that Declarant exercises its right of first refusal pursuant to Article VI, Section 2 a) 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 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 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.

d) The right of first refusal reserved by Declarant in this Article VI, Section 2 shall run with the title to each Lot in the Project 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 Article VI, Section 2 shall constitute record notice to all purchasers of Lots in the Project 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 Project subject to the provisions of this Article VI, Section 2.

Section 3. Right of Reverter.

a) Should any Lot remain an Undeveloped Lot for four (4) years from the date of closing of the purchase of a Lot from Declarant (the "Purchase Option Date"), whether or not such Lot has been repurchased by any subsequent parties, the Declarant shall have the right, but not the obligation, to purchase such Lot from the Owner for a period of three (3) years from the Purchase Option Date, while the Lot remains an Undeveloped Lot. The Price at which

the Undeveloped Lot may be repurchased under this Article VI, Section 3 shall equal the Original Purchase Price. In the event that Declarant desires to repurchase a Lot under the provisions of this Article VI, Section 3, Declarant shall deliver notice of exercise of such right to Owner.

b) In the event that Declarant exercises its right to purchase a Lot pursuant to Article VI, Section 3 a) above, the closing and transfer of title shall occur in accordance with the same procedures and requirements as set forth in Article VI, Section 2 c) above.

c) The option to purchase reserved by Declarant in this Article VI, Section 3, shall run with the title to each Lot in the Project 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 Article VI, Section 3 shall constitute record notice to all purchasers of Lots in the Project 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 Project subject to the provisions of this Article VI, Section 3.

ARTICLE VII.
GENERAL PROVISIONS

Section 1. Duty of Maintenance.

Except for those portions, if any, of a Lot which the Association may elect to maintain to repair hereunder, the Owner of any Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot(s) owned by such Owner, including Improvements thereon and ground and drainage easements or other rights-of-way incident thereto, in compliance with the covenants, conditions, restrictions and development standards contained in this Declaration (to the extent applicable), and in any applicable Additional Declaration, and otherwise in a well-maintained, safe, clean and attractive condition at all times. Such maintenance, as to unimproved and improved Lots, shall include, but shall not be limited to, the following:

a) Prompt removal of all litter, trash, refuse, and waste;

b) Keeping land, including lawns and shrub beds, well maintained and free of trash, uncut grass and weeds;

c) Keeping all sediment resulting from land disturbance or construction confined to the respective Owner's Lot; and

d) Complying with all governmental requirements.

In addition, such maintenance, as to improved Lots, shall include, but shall not be limited to, the following:

1) Lawn mowing on a regular basis;

2) Tree and shrub pruning;

3) Watering by means for a lawn sprinkler system and/or hand watering as needed;

4) Keeping exterior lighting and mechanical facilities in working order;

5) Keeping lawn and garden areas alive;

6) Removing and replacing any dead plant material;

7) Maintenance of lawns, green space and landscaping according to the provisions in this Declaration and the Design Guidelines;

8) Keeping parking areas and driveways in good repair;

9) Repainting of Improvements;

10) Repair of damage and deterioration to Improvements, it being understood and agreed that if any Improvements are damaged or destroyed by fire or other casualty, then within six (6) months following the date such damage or destruction occurs, the Owner of the Lot on which such Improvements are situated, must repair and restore such damaged Improvements (in accordance with provisions in this Declaration) or remove such damaged Improvements and restore Lot to its condition existing prior to the construction of such Improvements; and

11) Maintain, in accordance with the terms hereof, any Common Area, Common Facility, and/or Maintenance Area located within the boundaries of an Owner's Lot, to the extent such Common Area, Common Facility, and/or Maintenance Area is not maintained by the Association as provided in this Declaration.

Section 2. Powers.

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

Section 3. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date of recording of this Declaration. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots covered by this Declaration. Provided however, that no amendment of any provisions of this Declaration regarding the maintenance agreement

required by Article III, Section 6 d), shall be made without the advance written consent of the City of Omaha or any successor governmental authority with zoning jurisdiction.

Section 4. Changes and Amendments.

By written consent of the Declarant for a period of ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Project and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

Section 5. Termination of Status.

Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint a successor, or in the absence of such appointment the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Section 6. Notices.

Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States Mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owners Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed. Any notice delivered to Declarant shall be addressed as follows:

William J. Douglas
c/o 228 Skyline, LLC
PO Box 418
Elkhorn, NE 68022

Section 7. Miscellaneous.

Invalidation of any covenant or provision in this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.

15th IN WITNESS WHEREOF, the Declarant has caused these present to be executed this day of October, 2018.

228 SKYLINE, LLC, a Nebraska limited liability company

By:_____
William J. Douglas, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of October, 2018, by Williams J. Douglas, as Manager of 228 SKYLINE, LLC, a Nebraska limited liability company, for and on behalf of the company.

GENERAL NOTARY - State of Nebraska
JAMES D. BUSER
My Comm. Exp. June 26, 2020

Notary Public

EXHIBIT "A"

ORIGINAL BUILDER GROUP

1. ***CHOICE HOMES, LLC, an Iowa limited liability company***
2. ***CURT HOFER CONSTRUCTION, LLC, a Delaware limited liability company***
3. ***GRACE HOMES, LLC, a Nebraska limited liability company***
4. ***MALIBU PROPERTIES, LLC, a Nebraska limited liability company***
5. ***NATHAN HOMES, LLC, a Nebraska limited liability company***
6. ***OSTER CONSTRUCTION, LLC, a Nebraska limited liability company***
7. ***R & A BUILDERS, INC, a Nebraska corporation***
8. ***THOMAS DAVID BUILDERS, LLC, a Nebraska limited liability company***