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

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR INDIAN CREEK LANDINGS 2**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Indian Creek Landings 2 (this "Declaration") is made effective this 4th day of October, 2017, by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT

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

Lots 1 through 44, inclusive, in Indian Creek Landings 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

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

Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, Declarant hereby declares that each and all of the Lots 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. These restriction, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots shall each be subject to all of the following conditions and other terms:

FULL 1

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, for use as a school or park.
2. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:
 - i) One-story house 1800 sq. ft. On the main floor, exclusive with attached garage of garage area (garage must be approximately at the same level as the main floor)
 - ii) One and one-half 2600 sq. ft. Total area above the basement level; minimum 1600 sq. ft. on the main floor.
 - iii) Two-story houses 2600 sq. ft. Total area above the basement level; minimum 1400 sq. ft. on the main floor

Declarant may, at its sole discretion, reduce the minimum square footage set forth above a maximum of ten percent (10%).

For each dwelling, there must be erected a private garage for not less than three (3) cars (each car stall to be a minimum size of ten feet by twenty-one feet). Declarant may reduce the garage minimum to two (2) cars provided the reduction in square footage from a three to two car garage shall be added to the minimum square footage requirements for the applicable houses as set forth in paragraph 2 above. It is intended that this override only be used on those Lots where a three (3) car garage design would not be possible or would create an undue hardship.

3. No residence, building, fence, wall, driveway, patio enclosure, rock garden, landscaping, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, mailbox, solar heating or cooling devices, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Architectural Control Committee as follows:
 - (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for

such Improvement. Concurrent with submission of the Plans, Owner shall notify the Architectural Control Committee of the owner's mailing address.

- (ii) The Architectural Control Committee shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If the Architectural Control Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Architectural Control Committee may refuse approval of the proposed Improvement.
- (iii) Written notice of approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed rejected by the Architectural Control Committee.
- (iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee with respect to any proposed Improvement. No responsibility, liability, or obligations shall be assumed by or imposed upon Declarant or the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section or as a result of any act or failure to act by Declarant or the Architectural Control Committee with respect to any proposed Improvement.
- (v) The Architectural Control Committee shall be appointed and/or removed by Declarant until such time as all Lots have residential structures fully-constructed thereon and thereafter by the Board of Directors of the Association (defined herein). The number of members of the Architectural Control Committee shall be determined by the Declarant from time to time until such time

as all Lots have residential structures fully-constructed thereon and by the Board of Directors thereafter, from time to time.

4. Any exposed foundation wall (including side and rear) of all residential structures must be constructed or faced with brick, exterior insulation and finish systems (EIFS), stone or stucco or other equivalent masonry product. All driveways, including driveway approaches, must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys and chases shall be covered with brick, stone, EIFS, stucco or other equivalent masonry product. The roof of all Improvements shall be covered with wood cedar shake, architectural weathered wood shingles, or other equivalent materials specifically approved in writing by the Architectural Control Committee from time to time. No vertical siding shall be permitted. No vinyl siding shall be permitted.
5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.
6. No exterior television or radio antenna or disc greater than 18" x 24" in size shall be permitted on any Lot, and any such television or radio antenna or disc the Owner of the Lot installing a television or radio antenna or disc shall use its reasonable efforts to screen such television or radio antenna or disc from view of any street or sidewalk. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.
7. 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 offensive 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 operations, and then only in as neat and inconspicuous a manner as possible.
8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile homes, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). 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, airplanes, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards,

- driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.
9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. 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. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time.
 10. 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. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards shielded from view by a fence or shrubs.
 11. No fence shall be permitted to extend beyond the front line of a main residential structure. Side fences and limited private fences around swimming pools, patios and the like on such lots shall be the same (galvanized black wrought iron specifically approved by the Architectural Control Committee) except that they may be four feet (4') in height. Fences on interior lots must be approved by the Architectural Control Committee. No chain link fences will be allowed.
 12. No swimming pool may extend more than one (1') foot above ground. All swimming pool equipment shall be kept in an enclosed area for noise abatement and concealed from public view.
 13. A dwelling on which construction has begun shall be completed and fully-sodded within one (1) year from the date the foundation was commenced for such dwelling.
 14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed seven (7) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.
 15. Driveway approaches between the sidewalk and curb on each Lot shall be concrete or other approved material matching the driveway approved by the Architectural Control Committee. Should repair or replacement of the driveway or driveway approach be necessary, the repair or replacement shall be concrete or such other matching material approved by the Architectural Control Committee. No asphalt overlay of the driveway or driveway approach shall be permitted. All curb cuts shall be ground or cut out.
 16. 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 that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans,

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specifications and the location of the proposed structure have been first approved by the Architectural Control Committee. No dog runs shall be allowed. Dog houses shall only be allowed at the rear of the residence, concealed from public view.

17. 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. 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 an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of fifteen (15) inches.
18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Indian Creek Landings 2 to any Lot except that the Declarant may, while lots are still for sale in any Indian Creek Landings 2 location install and maintain a modular sales/information office which need not meet any of the requirements set forth in this Declaration.
19. All utility service lines from each lot line to a dwelling or other improvement shall be underground.

ARTICLE II

EASEMENTS

A. A perpetual license and easement is hereby granted to the Omaha Public Power District, Cox Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and the for transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, and eight (8') foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary line of all exterior lots. The term exterior lots are herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen-foot (16') wide easement will be reduce to an eight-foot (8') side strip when the adjacent land is surveyed, platted and recorded, and Declarant does further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') food wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used or gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

ARTICLE III
HOMEOWNER'S ASSOCIATION

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to the Indian Creek – Landing Homeowners Association, its successors and assigns, a Nebraska non-profit corporation.
2. "Improved Lot" shall mean and refer to any Lot in the Properties on which a dwelling has been erected and the construction thereof is substantially complete.
3. "Properties" shall mean Lots 1 through 44, inclusive, Indian Creek Landings 2, and such additional lots as may be added by reason of Article IV, Section 3.
4. Any definitions contained in Article I will likewise be applicable to this Article.

B. Every owner of a Lot shall be a member of the Association which has been established for the purposes of maintaining the Indian Creek, including Indian Creek Landings 2, perimeter, entryway, common and public area signage, fencing, landscaping and lighting; enforcement of the Article I restrictions and covenants, promoting and maintaining the general aesthetic appearance and upkeep of the entire area; and otherwise promoting and sustaining the Association's business. The Association shall, on a permanent and continuous basis, provide for the proper and continuous maintenance and upkeep of all medians, street islands and common areas within the Properties, including, but not limited to, Outlot B, Indian Creek Landings 2, all subdivision signs, entrance signs and landscaping. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot, whether, there are one or more owners shall have one (1) vote. It is understood and acknowledged that, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded on November 13, 1997 with the Douglas County Register of Deeds as Misc. 2002-13548, as amended from time to time, the owners of Lots 79 through 177, and 197-231, Indian Creek, and Lots 232-259, Indian Creek are also members of the Association. The Association, in executing the form of acknowledgement below, acknowledges and agrees that the Lots shall be part of the Association, with the same rights and obligations of the owners of all other lots within the Association.

C. The Declarant, for each Lot owned within the properties as defined herein, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed covenant and agreed to pay to the Association's regular annual assessments for the charges for the purposes hereinafter set for, which assessments, together with interest, costs, and reasonable attorneys' fees shall

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be and constitute, until paid, a continuing charge against and a lien upon such Lot against which each such assessment is made.

D. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members for the purposes set forth in subparagraph B above.

E. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonable itemized detail an annual budget for the anticipated fiscal affairs and assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each Lot which is not an Improved Lot shall be no more than fifty (50%) percent of the regular assessment for Improved Lots.

F. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot as least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

G. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the Lot in the same manner as provided by law for foreclosure or mortgages.

H. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

I. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

J. The Association is a nonprofit corporation and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein

by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.

ARTICLE IV
GENERAL PROVISIONS

1. Declarant, Association, and/or any owner of a Lot 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 Declarant, the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. This Declaration shall run with and bind the Lots for a term of twenty (20) years from the date of this Declaration is recorded. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of the Lots, which termination or amendment shall thereupon become binding upon all of the Lots. 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 ten (10) years from the date hereof.

3. Declarant shall, upon development of any subsequent phase of Indian Creek, have the option, at its sole discretion to add such lots to this Declaration and include them as a part of the Association.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed the 14th day of Sept., 2017.

Gottsch Land Co.,
A Nebraska Corporation

By: [Signature]
Jeff Jackson, VP

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of Sept., 2017 by Jeff Jackson in his capacity as V.P. of Gottsch Land Co., a Nebraska corporation.

[Signature]
Notary Public
GENERAL NOTARY - State of Nebraska
TAMMY L ZVACEK
My Comm. Exp. Dec. 14, 2020

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ACKNOWLEDGED AND AGREED:

INDIAN CREEK - LANDING
HOMEOWNERS ASSOCIATION

[Handwritten Signature]
Authorized Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of October, 2017 by Steve Baithwaite his/her capacity as President of Indian Creek - Landing Homeowners Association, a Nebraska non-profit corporation.

[Handwritten Signature]
Notary Public

