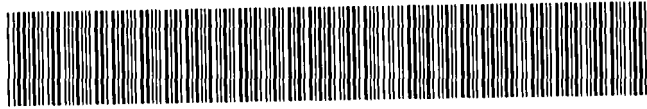



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**DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR
 OF THE PRAIRIES, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by LANOHA REAL ESTATE COMPANY INC., a Nebraska corporation, 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 10, inclusive, Lots 15 through 134, inclusive, Outlots A through F, inclusive, and Outlot J, in The Prairies, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

Lots 1 through 4, inclusive, The Prairies Replat 1, 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 Lots are situated in The Prairies, a residential subdivision situated in Douglas County, Nebraska and herein referred to as "The Prairies." The Declarant desires to provide for the preservation of the values and amenities of The Prairies, for the maintenance of the character and residential integrity of The Prairies, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of The Prairies.

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

Return to:
 Dennis P. Hogan, III
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, NE 68114

✓ 005886

ARTICLE I.
DEFINITIONS

1. "Association" shall mean and refer to The Prairies Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

2. "Owner" shall mean and refer to:

(a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

(b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

3. "Properties" shall mean and refer to:

Lots 1 through 10, inclusive, Lots 15 through 134, inclusive, Outlots A through F, inclusive, and Outlot J, in The Prairies, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

Lots 1 through 4, inclusive, The Prairies Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association, including, but not limited to, the property located and adjoining the subdivision to the south to be known as Phase II of The Prairies and the Declarant elects to include Phase II (as defined herein) to be subject to this Declaration.

4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a Lot split and Outlots all in the Subdivision.

5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling and a certificate of occupancy issued for such dwelling.

6. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

7. "Common Area" shall mean and refer to Outlots A through F, inclusive, and Outlot J, The Prairies, and any improvements thereon, which Outlots shall be owned by the Association, and any additional real property owned by the Association. The Association shall own and maintain the common area.

8. "Common Facilities" shall include parks (public or otherwise); dedicated and nondedicated roads, paths, ways and green areas; signs; and entrances for The Prairies, and other improvements and facilities owned by the Association and/or Sanitary and Improvement District No. 537 of Douglas County, Nebraska ("SID 537").

9. "The Prairies Club" shall mean and refer to the clubhouse, tennis courts, pool and other improvements to be constructed and owned by the Declarant, which will be located on Lot 135, The Prairies, and which will be utilized by the Owners of an Improved Lot, and their families and guests, and the Owners of an Improved Lot, and their families and guests, within the proposed parcel of real property adjoining The Prairies subdivision to the south to be known as Phase II of The Prairies ("Phase II") will have the right to use The Prairies Club.

10. "Community Recreation" shall mean recreational activities or recreational gatherings of the Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Phase II) not in excess of eighty (80) persons within the gathering room of the clubhouse and other recreational games and activities which are generally and ordinarily conducted within a community recreational facility setting by and for the Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Phase II).

11. "Ground Floor Finished Living Area" shall mean the space of a dwelling at the ground level, as viewed from the front elevation, which is intended for human occupancy and is heated and cooled by a permanent system, has finishes consistent with that of a dwelling in a similar price point and is directly assessable from another finished living area. Said space is exclusive of attics, porches of any type, garages, porte-cocheres, storage areas, decks and patios.

ARTICLE II. 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, or its successors or assigns, for use in connection with a Common Facility, The Prairies Club, for a church, school or park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, 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 Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver one set of construction plans, detailed landscaping plans, and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within The Prairies subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(c) Written Notice of any 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 disapproved by Declarant.

(d) No Lot owner, or combination of Lot owners, or other person or persons, shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. 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 proposed Improvement.

(e) Dwelling construction requirements are as follow:

Lots 1-63:

Minimum Ground Floor Finished Living Area (sq ft):

1 Story:	1,750
1.5 Story:	1,200
2 Story:	1,200

Dwelling Setbacks (feet from property line):

Front:	25
Side:	5
Street Side:	15
Rear:	25

Architectural Details:

Front elevation shall be covered with 50% or more brick and/or stone.
No wood shake shingles or asphalt shingles less than 300 pounds per square.
Street side exposed foundation shall be covered with brick and/or stone.

Driveways:

All driveways shall be constructed of concrete and/or paving stones, except that the approach between the sidewalk and curb shall be constructed of concrete.
The maximum width between the street curb and front property line shall be 22 feet.

Fencing:

No fence shall be installed without prior approval by Declarant.
Fencing shall be constructed of black wrought iron or aluminum (maximum height of 72 inches) or black vinyl chain link (maximum height of 48 inches).

Lots 64-97:

Minimum Ground Floor Finished Living Area (sq ft):

1 Story:	2,200
1.5 Story:	1,900
2 Story:	1,900

Dwelling Setbacks (feet from property line):

Front:	25
Side:	5
Street Side:	15
Rear:	25

Architectural Details:

Front elevation shall be covered with 50% or more brick and/or *natural* stone.
A minimum of 50% of garage door exposure shall be side-loaded.
No wood shake shingles or asphalt shingles less than 350 pounds per square.

Street side exposed foundation shall be covered with brick and/or stone.

Driveways:

All driveways shall be constructed of concrete and/or paving stones, except that the approach between the sidewalk and curb shall be constructed of concrete.

The maximum width between the street curb and front property line shall be 22 feet.

Fencing:

No fence shall be installed without prior approval by Declarant.

Fencing shall be constructed of black wrought iron or aluminum (maximum height of 72 inches).

Lots 98-122:

Minimum Ground Floor Finished Living Area (sq ft):

1 Story:	2,800
1.5 Story:	2,100
2 Story:	2,100

Dwelling Setbacks (feet from property line):

Front:	25
Side:	10
Street Side:	15
Rear:	25

Architectural Details:

Front elevation shall be covered with 50% or more brick and/or *natural* stone.

100% of garage door exposure shall be side-loaded.

No wood shake shingles or asphalt shingles less than 450 pounds per square.

Street side exposed foundation shall be covered with brick and/or stone.

Driveways:

All driveways shall be constructed of concrete and/or paving stones, except that the approach between the sidewalk and curb shall be constructed of concrete.

The maximum width between the street curb and front property line shall be 22 feet.

Fencing:

No fence shall be installed without prior approval by Declarant.

Fencing shall be constructed of black wrought iron or aluminum (maximum height of 72 inches).

Lots 123-134:

Minimum Ground Floor Finished Living Area (sq ft):

See current Saltgrass Design Standards, to be provided by Declarant.

Dwelling Setbacks (feet from property line):

Front:	25 (Front is a specific requirement, i.e. the dwelling must be set at 25 feet)
Side:	5
Rear:	25

Architectural Details:

See current Saltgrass Design Standards, to be provided by Declarant.

Driveways:

All driveways shall be constructed of concrete with a standard light broom finish.

Each Lot shall only have a single shared driveway, with 50% of the driveway to occur on each Lot.

The maximum width per Lot shall be 12 feet and the total shared width shall not exceed 24 feet.

Lots shall share driveways in the following grouping: 123/124, 125/126, 127/128, 129/130, 131/132, 133/134.

Fencing:

No fence shall be installed without prior approval by Declarant.

Fencing shall be constructed of black wrought iron or aluminum (specific height of 48 inches).

See current Saltgrass Design Standards, to be provided by Declarant.

Notwithstanding the foregoing requirements, the Declarant, in its sole discretion, shall have the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

(f) Landscape plans submitted: as per Section (a) above, the plans shall conform to the following standards:

- Plans shall indicate any grade changes, walls and berms.
- Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs and perennials/groundcovers.
- Landscaping shall be installed during the first available planting season following substantial completion of the building.
- All swimming pool plans shall be approved by the Declarant and shall not extend more than one foot above ground level
- Minimum tree size is a 2" caliper B&B.
- No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant.
- No wall shall exceed a height of six (6) feet unless otherwise approved by Declarant.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

4. 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. The foregoing restriction in this Article II, Section 4 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

5. 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 residence may be permitted provided that the location and size of the proposed antenna or dish is first approved by the Declarant or its assigns. No tree houses, tool sheds, dollhouses, windmills, exterior solar heating or cooling devices, or similar structures shall be permitted on any Lot.

6. 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.

7. 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 twenty (20) 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. However, this Article II, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

8. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

9. 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.

10. No tennis courts shall be allowed on any residential lots.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

12. Commencing with completion of construction of any Improvement on a Lot, a public sidewalk constructed of concrete five (5) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of eight (8) feet and a maximum of seventeen and one-half (17.5) feet from the street curb line, in conformance with the master sidewalk plan. The sidewalk alignment shall be approved by Declarant prior to construction. After approval of the sidewalk alignment, the sidewalk shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

13. Repair or replacement of driveway approaches shall be of concrete and the responsibility of the Lot Owner. No asphalt overlay of driveway approaches will be permitted.

14. 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 constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Doghouses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in The Prairies subdivision, including pot-bellied pigs.

15. 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 twelve (12) inches.

16. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except parts of two or more platted Lots may be combined into one Lot provided that any proposed Lot combinations or administrative subdivisions must be approved by Declarant.

17. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside The Prairies to any Lot without the written approval of Declarant.

18. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

19. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article II. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along the public sidewalk easement area on their Lot. 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 or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement as allowed hereinafter.

20. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion. The Lot Owner shall be solely responsible for the cost of any erosion control measures. The Lot Owner shall not materially change the grade or contour of any Lot and shall control the flow of surface water from its Lot so not to interfere with the drainage of any adjoining or downstream Lot.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of THE PRAIRIES HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of The Prairies, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities 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 landscaping); and signs and entrances for The Prairies. Common Facilities may be situated on property owned or leased by the

Association within The Prairies subdivision, on private property subject to an easement in favor of the Association, on public property, or on property dedicated to a Sanitary and Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities 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.

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

2. The Prairies Club.

(a) Purpose. The Declarant is the owner of Lot 135, The Prairies. The Declarant shall construct a clubhouse, pool and other improvements on Lot 135, The Prairies, which lot and improvements shall be known as The Prairies Club. After construction of such improvements, the Declarant shall remain the owner of The Prairies Club. The purpose of The Prairies Club shall be to provide a facility for Community Recreation as defined in Article I, Section 10 of these Covenants, consisting of the clubhouse, pool, fitness facility and other recreational facilities for the Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Phase II). Each Owner of an Improved Lot within The Prairies subdivision shall be a member of The Prairies Club. Each Owner of an Improved Lot shall pay monthly membership dues in order to belong to The Prairies Club ("The Prairies Club Dues"). The monthly membership The Prairies Club Dues shall be paid by the Owner of an Improved Lot as part of the Monthly Assessments charged by the Association under these Covenants. The Association shall then segregate such dues and deliver such dues to the Declarant on a monthly basis. The Prairies Club Dues shall be utilized to maintain, operate and pay for The Prairies Club. The initial monthly The Prairies Club Dues shall be set by its Board on an annual basis in accordance with its Bylaws. The Prairies Club Dues shall not be assessed by the Board until such time as The Prairies Club is completed and a Certificate of Occupancy issued. Prior to the year 2020, The Prairies Club Dues are estimated not to exceed One Thousand Dollars (\$1,000) per year. In the event the Owner of an Improved Lot fails to pay his or her The Prairies Club Dues, the Declarant or the Association shall have the authority and power to enforce the collection of such The Prairies Club Dues pursuant to these Covenants, further, in the event of such nonpayment, the Association and/or the Declarant shall also have the right to not permit the Owner the use of The Prairies Club during the period when such The Prairies Club Dues are delinquent. The Declarant shall also have the right to establish, change, amend or revise Rules and Regulations for the operation and use of The Prairies Club, which Rules and Regulations shall be in writing and provided to the Owner of an Improved Lot. Each Owner of an Improved Lot shall execute a statement acknowledging the receipt, review and acceptance of such Rules and Regulations, which receipt must be on file with The Prairies Club in order for such Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Phase II).

(b) Use Restricted to Community Recreation. Lot 135, The Prairies, and the improvements to be constructed thereon by the Declarant as described in Article III, Section 2 of these Covenants, which lot and improvements are described herein as The Prairies Club, shall be used only the Declarant and the Owners of the Improved Lots, and their guests, for Community Recreation as defined in Article I, Section 10, and as a facility for Community Recreation and for no other purpose. The Prairies Club shall not be used for a commercial activity and shall at all times remain a facility for Community Recreation and a non-commercial facility. The Owners of the Improved Lots shall be permitted to reserve and utilize the gathering room within The Prairies Club for recreational gatherings for their families and guests not in excess of eighty (80) persons. The

Prairies Club shall not be rented out. The Declarant and/or the Association shall have the right to require a reasonable deposit for the recreational gatherings of the Owners of Improved Lots and their families and guests. In the event the Declarant should ever convey any of its interest in Lot 135, The Prairies, and any of the improvements described herein which constitutes The Prairies Club, such conveyance shall at all times be subject to the use restrictions of these Covenants which restrict the use of Lot 135, The Prairies and the improvements thereon, to Community Recreation for the Owners of Improved Lots and their families and guests, and for no other purposes. Notwithstanding any provision contained herein to the contrary, the use restrictions set forth in this Article III, of the Covenants may not be amended without the written approval of the City of Omaha.

3. Property Rights.

(a) Voting Rights. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period of time not to exceed sixty (60) days for any infraction by such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

(b) Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such nonexclusive parking rights as shall be available upon the parking facilities of The Prairies Club.

4. Membership and Voting. Phase I of The Prairies is divided into one hundred thirty-five (135) residential lots (for purposes of Article II of this Declaration, the term "Lots" shall mean all of the residential lots which are included in the Association, including the Lots as defined in this Declaration). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). 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 each Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant anticipates that additional phases of The Prairies may be developed by Declarant or other developers. From time to time, without the consent or approval of an Owner or Member, the Association may, with Declarant's approval, be expanded by Declarant to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of The Prairies subdivision. Such expansion(s) may be effected from time to time by Declarant's recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article, and the owners of the additional residential lots shall be members of the Association with all rights, privileges and obligations accorded or accruing to members of the Association.

Every owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner and the Association is empowered to enforce the Covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Members holding one-tenth (1/10) of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

Class A: Class A Members shall be all Owners, including the Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities of both, shall be Members, provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

Class B: Class B Members shall be the Declarant or its successors and assigns which shall be entitled to thirty (30) votes for each Lot owned by the Declarant or its successors or assigns (in addition to Declarant's number of votes as a Class A member). The Class B membership shall terminate (with the Declarant or its successors and assigns then still entitled to one (1) vote for each Lot owned by the Declarant or its successors and assigns as a Class A member) upon the occurrence of the first of the following dates: (a) the date on which Declarant no longer owns any Lot; (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, 2030.

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, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

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

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, public property, within or near The Prairies.

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

(d) 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 Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(e) 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.

(f) 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.

(g) 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.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(i) 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.

(j) 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.

6. Mandatory Duties of the Association. The Association shall:

(a) Maintain and repair the signs which have or will be installed by Declarant 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 mixed-use lots, 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 under Article II, Section 19 of this Declaration, and if such failure continues for thirty (30) days after written notice to the Owner from the Association, the Association shall 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 Article III.

(d) Maintain, repair, construct and replace the irrigation system constructed by the District and located within The Prairies.

ARTICLE IV. COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Improved Lot and for each Owner of any Improved Lot, by acceptance of a deed therefor or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association:

(a) Monthly assessments for the repair, maintenance and improvement of the Common Area, and operational expenses of the Association (the "Association Monthly Assessment"), and

(b) The collection of The Prairies Club Dues for The Prairies Club pursuant to Article III, Section 2 of these Covenants, and

(c) Special assessments for capital improvements, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be

made. Each such assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents of the Properties for the ownership, maintenance, construction, reconstruction and repair of the Common Area and the roadway, utilities and improvements within the Common Area for The Prairies Club dues as set forth in Article III hereof, and other matters as more fully set out in Article III herein.

3. Monthly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Improved Lot any monthly maintenance Assessment for the purpose of meeting the requirements of Article IV herein.

4. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against an Improved Lot for the purpose of meeting the requirements of Article III herein for the costs of any construction, reconstruction, repair or replacement of a capital improvements on or within the Common Area, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days or more than fifty (50) days in advance of such meeting. At the first of such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

6. Rate of Assessment. The Association Monthly Assessments shall be paid pro rata by the Owners of all Improved Lots based upon the total number of Improved Lots. The Association Monthly Assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Improved Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvement shall only be assessed against the Improved Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, finish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Improved Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Improved Lot shall be binding upon the Association as of the date of its issue by the Association.

7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest that the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot. The Owner shall be responsible to pay any attorney fees associated with and incurred by the Association in any such legal proceeding.

8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of a Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of Trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. Nor mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

9. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

10. Maximum Annual Dues. The maximum Association Monthly Assessments, including The Prairies Club Dues to be paid to The Prairies Club, shall be set by its Board in accordance with its Bylaws. The Board of Directors shall be permitted to raise the annual dues, if necessary; however, such annual dues shall not exceed 125% of the aggregate dues charged in the previous calendar year.

ARTICLE V. EASEMENTS AND CHARGES

1. Other easements are provided for in the final plat of The Prairies which is filed in the Register of Deeds of Douglas County, Nebraska (Instrument No. 2013119826).

ARTICLE VI. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant 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 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.

2. 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 hereof. 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.

3. By written consent of the Declarant for a period of five (5) 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 Prairies subdivision 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.

4. 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 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.

5. Invalidation of any covenant 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 this 1 day of August, 2014.

LANOHA REAL ESTATE COMPANY INC., a Nebraska corporation,

By 
David F. Lanoha, President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of August, 2014, by David F. Lanoha, President of LANOHA REAL ESTATE COMPANY INC., a Nebraska corporation, for and on behalf of the corporation.


Notary Public

