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 Anderson & Gonderinger, L.L.C.
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 Omaha, NE 68124

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**DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF SILVER CREEK ESTATES, A CLUSTER SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by JABA ENTERPRISES, L.L.C., a Nebraska limited liability company (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 6, inclusive, and Outlots A and B, in Silver Creek Estates, a cluster subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots other than Outlots A and B (and any "additional lots" which may hereafter become subject to this Declaration pursuant to Article II, Paragraph 3) are herein referred to collectively as the "Lots" and each individually as a "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Silver Creek Estates, for the maintenance of the character and residential integrity of Silver Creek Estates, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Silver Creek Estates. As used herein, the term "Common Facilities" shall mean recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Silver Creek Estates, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Association for the general use, benefit and enjoyment of the members of the Association.

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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. Each Lot is and shall be subject to all and each of the following conditions and other terms:

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, or its successors or assigns, for use in connection with any Common Facilities or for non-profit use.

2. No residence, building, fence (other than fences constructed by Declarant), landscaping, wall, pathway, driveway, patio, patio enclosure, playground equipment, deck, rock garden, swimming pool, dog house, tree house, pool house, tennis court, antenna, satellite receiving station or disc, flag pole, solar heating or cooling device or any other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, reconstructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant or its successors or assigns as follows:

a. An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the location, type, quality, color and use of materials proposed for the exterior of such Improvement and proposed elevations of the Improvement, and site plans for the Improvement, including detail regarding proposed foundations and driveways and proposed set backs, together with a description of all trees which are purposed to be removed. Concurrent with submission of the Plans, the Owner shall notify the Declarant of the Owner's mailing address.

b. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the neighboring Lots and in surrounding areas, and any general scheme or plans formulated by Declarant with regard to views, and with regard to retaining the natural environmental area and character of the subdivision. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials, including but not limited to homes and landscaping with spectacular views which, to the greatest extent possible, preserves the natural environment of the Lots and surrounding areas. The decision to approve or refuse approval of a proposed Improvement, including but not limited to homes and landscaping,

shall be exercised by Declarant to promote conformity and harmony of the external design of the Improvements constructed on the Lots and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written notice of any approval or disapproval 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 within thirty (30) days after the date of submission of the Plans.

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 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 Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two stories in height. Each residence must have an attached garage accommodating not less than three (3) cars. No residence shall be constructed on any Lot in a manner which would unreasonably restrict the views of residences constructed on other Lots, as determined in Declarant's sole and absolute discretion. No fence or other above-ground structure shall be constructed on any Lot outside of the building envelope shown on the final plat for Silver Creek Estates.

4. Each Lot shall be used only for residential purposes and no Lot shall contain more than one detached, single-family dwelling. No Lot may be subdivided without the approval of Declarant and such approval of the City of Omaha and any other applicable authorities as may be required.

5. Each single-family dwelling constructed on a Lot shall conform to the following requirements:

a. Each one story dwelling constructed on a Lot shall contain no less than 2,300 square feet of living area above the basement level, excluding the garage area.

b. Each one and one-half story or two story dwelling constructed on a Lot shall contain no less than 2,800 square feet of living area above the basement level, with a minimum of 1,900 square feet on the main floor, excluding the garage area.

c. Each dwelling constructed on a Lot shall have an attached three (3) car side load garage.

6. Each dwelling and any other Improvement constructed on any Lot shall conform to the surrounding dwellings and any general scheme or plans formulated by Declarant and, unless approved by Declarant, shall have high-pitched roofs and at least fifty percent (50%) of the front covered in brick or stone. All Improvements on any Lot shall comply with all side yard and set back requirements of the City of Omaha and any other zoning or other applicable laws of any governmental authority with jurisdiction over the Lots.

7. Subject to the specific requirements set forth below, unless otherwise approved by Declarant, all foundations shall be constructed of poured concrete. The exposed front foundation walls and any exposed foundation walls of all main residential structures facing any street must be constructed of or faced with brick, stone or other material approved by Declarant. All corner lots with exposed foundation walls will be faced with brick, stone or other material approved by Declarant. All exposed side and rear concrete foundation walls not facing a street must be covered with brick, stone, siding or shall be painted.

8. All driveways must be constructed of concrete, brick, asphalt, paving stone or laid stone. All driveways must be completed within 12 months of the start of residential construction.

9. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with 40-year warranty asphalt shingles or its equivalent, slate, wood cedar shakes, tile or wood shingles.

10. In the event that a wood-burning fireplace is constructed as part of the dwelling on any Lot in a manner so as to protrude beyond the outer perimeter of the front, rear or side of the dwelling or is exposed above the roof, the enclosure of the fireplace and flue shall be constructed of or finished with brick or stone. In the event that a pre-fabricated unit fireplace which is wood or gas burning or direct vent fireplace is constructed as a part of the dwelling on any Lot and is vented directly through an exterior wall of the dwelling or is vented through the roof of the dwelling with a vent similar in style, size and location to that of a furnace flue, no brick or stone enclosure will be required, provided, however, if said pre-fabricated unit fireplace which is wood or gas burning or direct vent fireplace is constructed in such a manner so as to protrude beyond the outer perimeter of a front, rear or side wall of the dwelling on a Lot, the protrusion for the fireplace and/or flue shall be finished with brick or stone. Also any fireplace vent which protrudes above the roof of any dwelling on any Lot shall be finished with brick or stone unless it is vented in similar style, size and location to that of a furnace flue as stated herein. Fireplace enclosures for pre-fabricated unit fireplaces which are wood or gas burning or direct vent fireplaces that protrude beyond the foundation may be framed if approved in writing by Declarant.

11. The Declarant will create a water drainage plan by grading and installing improvements and easements for storm draining in accordance with generally accepted engineering

principles. No building shall be placed, nor any Lot graded, to interfere with such water draining plan nor cause damage to the building or neighboring buildings or Lots. Without limiting the generality of the foregoing, no fence, accessory building or other Improvement will be allowed within one hundred (100) feet of any drainage easement area shown on the plat of Silver Creek Estates. Silt fences on all Lots, installed prior to the start of construction, shall be used to comply with this Paragraph, at the sole cost and expense of a Lot's Owner. If an Owner fails to install any or sufficient silt fences to comply with this Paragraph, Declarant may install such silt fencing as is necessary to comply with this Paragraph and shall be entitled to record a lien against the Lot on which such silt fencing is installed, and foreclose the same if the Owner fails to pay Declarant within thirty (30) days after written demand for all costs and expenses related thereto.

12. No obnoxious or offensive activity shall commence on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. 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.

13. No tree or rock wall shall be removed from any Lot by any person or entity without the prior written approval of the Declarant, its successors or assigns. No tree houses, tool sheds, doll houses, windmills or similar structures shall be permitted on any Lot.

14. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot, each consisting of not more than six (6) square feet advertising a Lot as "For Sale." No Lot shall be used in any way for any purpose that may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. No business activities of any kind shall be conducted on any Lot including home occupations except home office usage. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

15. No repair of any boats, automobiles, motorcycles, trucks, campers, snowmobiles, recreational vehicles, 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 or similar chattels 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.

16. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than two (2) consecutive days and no more than an aggregate of twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except non-commercial vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors, semi-tractors/trailers, or other

commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 16 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 a 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.

17. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tanks shall be permitted to be stored outside of any dwelling unless completely screened from view, except on a designated day for pick-up 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 or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

18. No fence shall be permitted unless approved in writing by Declarant after submission of fence plans. No fence shall be permitted to extend beyond the front line of a main residential structure. No fence shall entirely enclose the rear yard of any Lot with the exception of wrought iron (or synthetic iron, i.e. Blackline) fencing and invisible fencing. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the discretion of the Declarant shall not be subject to the provisions of this Paragraph.

19. No swimming pool may extend more than one foot above ground level.

20. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot. No tree shall be removed from any Lot without prior written approval of the Declarant. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Declarant. In the event that construction of any Improvement is not completed within one (1) year from the date of commencement of excavation or construction, any person or entity authorized to enforce the provisions of this Declaration shall be entitled to any remedies available at law or in equity, including but not limited to obtaining a mandatory injunction ordering removal of the Improvement and backfilling the Lot within ninety (90) days of such order, if such Improvement is not completed in accordance with all provisions of this Declaration.

21. The front yard shall have grass (either sod or seed) and five trees, each not less than four inches in diameter, planted in the front yard of each residence. All yards shall have grass and

trees planted within one year from the date that construction for the residence on the Lot commenced.

22. No commercial raising of livestock shall be permitted.

23. No commercial breeding of domestic animals shall be permitted. Any Lot of two (2) acres and over may maintain two (2) dogs, two (2) cats or two (2) other small household pets, or any combination thereof with the total number of pets not exceeding two (2). Any Lot of four (4) acres and over may maintain three (3) dogs, three (3) cats or three (3) other small household pets or any combination thereof with the total number of pets not exceeding three (3). All pets must be licensed in Douglas County, Nebraska. Dog houses and dog runs shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence and hidden from view by P.V.C. fencing. No excessive barking of any dog or other excessive noise of any kind from any animal shall be permitted on any Lot.

24. Prior to placement on any Lot, the location of any exterior air conditioning condenser unit shall first be approved by the Declarant according to the requirements set forth in Article I, Paragraph 2, and shall be placed in the rear yard or any side yard so as not to be visible from public view. No grass, weeds or other vegetation shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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 of more than twelve (12) inches.

25. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, unless parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat and is as large in area as the largest Lot on the original plat.

26. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed, shack or similar structure shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently, unless approved in writing by Declarant. Any 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 the Declarant. No structure or dwelling shall be moved from outside Silver Creek Estates to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

28. As of the date hereof, all Lots are located in the North Hills Environmental Resources Overlay District and are subject to certain development restrictions pursuant to Article XXI, Section 55-901 of the Special Purpose Overlay Districts.

ARTICLE II HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Silver Creek Estates Homeowners Association, a Nebraska not for profit corporation (herein 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 Lots, including but not limited to the following:

a. The acquisition (by gift, purchase, lease or otherwise), 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; dedicated and nondedicated roads, paths, ways and green areas; and signs, gates and entrances for Silver Creek Estates. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, 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 to 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 Facilities.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Silver Creek Estates; and the protection and maintenance of the residential character of Silver Creek Estates.

2. Membership and Voting. The Owner of each Lot shall be a Member of the 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 owners of each Lot, whether one or more persons or entities, shall be entitled to one vote per Lot owned on each matter properly coming before the members of the Association, except that Declarant shall have ten votes for each Lot owned.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation with the Register of Deeds of Douglas County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. 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 (by gift, purchase, lease or otherwise), 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 to parks or public property subject to a lease or easement in favor of the Association within or near Silver Creek Estates.

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 Facilities against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors and Officers 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.

5. Mandatory Duties of Association. The Association shall maintain and repair the private road or driveway located in the easement area on Lots 2, 3, 4, 5 and 6, shall maintain and repair any entrance landscaping, entrance monuments, gates, fences, and signs that have been installed by Declarant or by the Association, and shall maintain and repair any property or lots which the Association may own (including but not limited to Outlots A and B in Silver Creek Estates), in generally good and neat condition.

6. Imposition of Dues and Assessments. Subject to the provisions of Article II, Paragraph 7, the Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be expressed in such deed, is deemed to covenant and agree, to pay dues and assessments to the Association as provided for herein. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. 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.

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

owned by the Declarant or builders designated by Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, 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 or 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 obligation 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. The Association may record in the real estate records such notices regarding its lien for dues and assessments as it deems appropriate.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized the Members in accordance with Paragraph 12 below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

a. Two Thousand Dollars (\$2,000) per Lot for the first year in which dues are assessed by the Association.

b. In each calendar year beginning after the first year in which the Association assesses annual dues, one hundred twenty-five percent (125%) of the aggregate annual dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may from time to time levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facilities, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year pursuant to this Article II, Paragraph 11 shall be limited in amount to \$4,000.00 per Lot unless excess assessments are authorized by the Members in accordance with Paragraph 12 below.

12. Excess Dues and Assessments. With the approval of Members casting not less than seventy-five percent (75%) of the votes entitled to the cast, the Board of Directors may establish dues and/or assessments in excess of the maximums established in Paragraphs 10 and 11 above.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided above.

14. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, 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.

15. Effect of Nonpayment of Dues or Assessments-Remedies of the Association. Any installment of dues or assessments, which is not paid when due shall be delinquent. Delinquent dues and assessments 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 nonuse of the Common Facilities 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.

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 a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Alltel, or any other electric utility or telephone utility which have been granted the power to provide electric and/or telephone services to the Lots, and any company which has been granted a franchise to provide a cable television system within the Lots, and Metropolitan Utilities District, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the 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 the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all

interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District, its successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. All easements along side Lot lines shall be automatically released if the Lots adjoining both sides of the side Lot line(s) are under common ownership and one dwelling unit is constructed on all of such Lots.

4. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns, to create, install, repair, reconstruct, maintain, and renew a fence and related accessories located on, over and upon the rear most ten (10) foot wide strip of land abutting the rear boundary lines of all Lots on the perimeter of Silver Creek Estates.

5. Other easements are provided for in the final plat of Silver Creek Estates which has been filed in the Register of Deeds of Douglas County, Nebraska.

6. Declarant and the Association may plant trees in the tree mitigation easement area shown on the plat of Silver Creek Estates in such quantities, of such types, and in such locations as may be determined by the Declarant and the Association, in their sole discretion. The Declarant or the Association may, in their sole discretion, remove, replace, or relocate any of such trees from time to time.

ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Declarant, the Association, 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 all loss or damages arising out of such violation. Failure by the Declarant, the Association or 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 for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, the covenants, restrictions and other provisions of this Declaration shall be automatically renewed for successive periods of ten (10) years each unless terminated or amended by the Owners of not less than seventy-five percent (75%) of the Lots, which termination or amendment shall thereupon become binding on all 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. Thereafter this Declaration may be amended or, after twenty-five (25) years, terminated, by an instrument signed by the owners of not less than seventy-five percent (75 %) of the Lots.

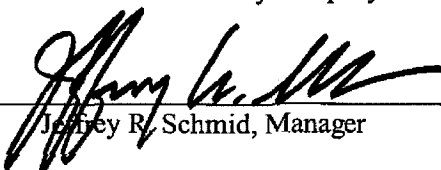
3. By written consent of the Declarant for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver will have on the Silver Creek Estates subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver 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 Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver.

4. Declarant may assign its status as Declarant to any person or entity which acquires one or more Lots from Declarant by filing a Notice of Appointment of Successor Declarant. Declarant, or its successors or assigns, 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, or at such time as Declarant (or its successor or assigns) no longer owns any of the Lots, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise all rights (or may appoint another person or entity to exercise all rights) of Declarant, and the Association or its appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any one or more provisions of 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.

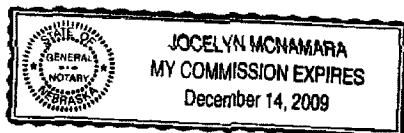
IN WITNESS WHEREOF, the Declarant and Owners have caused these presents to be executed this 3 day of March, 2008.

JABA ENTERPRISES, L.L.C.,
a Nebraska limited liability company

By 
Jeffrey R. Schmid, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of March, 2008, by Jeffrey R. Schmid, personally known to me to be the Manager of JABA ENTERPRISES, L.L.C., a Nebraska limited liability company and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.




Notary Public

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