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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SOUTHPOINTE ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by PAC 211, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Nebraska, which is more particularly described as: See the legal descriptions that are included on the Exhibit A, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and described on the attached Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

Section 1. "Association" shall mean and refer to Southpointe Estates Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on the attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to all of the Lots that are legally described on the attached Exhibit A. It is intended that single-family dwelling units be constructed on the Properties hereinabove described, with one single-family dwelling unit being constructed on each Lot.

Please return to
Daniel P. Walsh
11605 Miracle Hills Dr #205
Omaha NE 68154

Section 5. "Declarant" shall mean and refer to PAC 211, L.L.C., and its successors and assigns.

Section 6. "Common Area" shall mean and refer to Outlots A, B, C, D, E, and F, all in SOUTHPOINTE ESTATES, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, which Outlots will be used as follows: Outlot A is an existing drainage way, will continue to be a drainage way, and will be owned and maintained by the Association and its successors and assigns; Outlots B, D and E shall be used for a buffer and landscaping and shall be owned by the Association and its successors and assigns, except Outlot B may be owned and maintained by the Villa Association and its successors and assigns, and Outlots D and E shall be maintained by the abutting property owners to the centerline of each said Outlot; and Outlots C and F shall be used for post construction storm water management facilities and will be owned and maintained by Sanitary and Improvement District No. 558 of Douglas County, Nebraska (hereafter SID 558), and its successors and assigns.

Section 7. "Tree Mitigation Plan" shall mean and refer to the Tree Mitigation Analysis and Planting Plan submitted and approved by the City of Omaha and any approved amendments thereto.

Section 8. "Villa Association" shall mean and refer to Southpointe Estates Villas Homeowners Association, its successors and assigns.

Section 9. "Villa Lot" shall mean and refer to Lots 1 through 9, inclusive, Southpointe Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

ARTICLE II
Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded;
- d. No firearms, including pellet guns and paint ball guns, shall be permitted in the Common Areas;
- e. No motorized vehicles shall be permitted in the Common Areas;
- f. No loitering shall be permitted from 10:00 PM to 7:00 AM;
- g. Pets must be controlled and picked-up after in the Common Areas;
- h. All activities will be conducted at the participant's risk and in no instance shall the Association, Villa Association or SID 558 be held liable; and

- i. The Association, Villa Association and SID 558 may adopt rules and regulations regarding the Common Areas that each such entity owns.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III **Membership and Voting Rights**

Section 1. Every Owner of a Lot which is subject to assessment 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on June 1, 2021.

ARTICLE IV **Purposes of the Association and Powers and Responsibilities**

Section 1. Purposes of the Association. In addition to any other purpose expressed herein, the Association has as its purposes the promotion of the health, safety, recreation, welfare and enjoyment of the residents of SOUTHPOINTE ESTATES, and the promotion and protection of the aesthetics, the value and desirability of the Properties, which shall include, but not be limited to, the following:

- A. The acquisition, construction, landscaping, improvement, maintenance, operation, repair, and upkeep of the Common Areas, including but not limited to any Common Facilities located on the Common Areas (such as any recreational facilities including playground or park equipment, paths or linear trails), and including all outlots as Common Areas.
- B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities and Common Area, 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. The rules and regulations may permit or restrict use of the Common Facilities and Common Areas by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

- C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of SOUTHPOINTE ESTATES; and the protection and maintenance of the residential character of SOUTHPOINTE ESTATES.
- D. The protection of all trees planted pursuant to the Tree Mitigation Plan, the protection of all trees located in the Tree Mitigation Outlots, and protection of trees that were not scheduled to be removed under the Tree Mitigation Plan (hereafter the "Protected Trees") by imposing an obligation on the Owner of the Lot on which the Protected Trees are located to protect said Protected Trees and imposing a prohibition from removing any healthy Protected Tree, by requiring an Owner to notify the Declarant and the Association in writing 30 days prior to Owner taking any action to remove a Protected Tree, by requiring the Owner of a Lot that desires to remove a Protected Tree to obtain the written approval from the Declarant and from the Association for removal of said Protected Tree, by imposing an obligation on the Owner to replace any Protected Tree that was wrongfully removed from the Owner's Lot by a deadline established by the Association with a tree substantially similar in size and kind or with a replacement tree that has been approved by the Declarant and the Association, by providing the right of the Association to enter onto the Owner's Lot for the purpose of replacing any Protected Tree that was wrongfully removed from said Owner's Lot if the Owner has not replaced the wrongfully removed tree as requested by the Association before the deadline established by the Association, and by providing the Association with the right to levy a special assessment against the Owner's Lot for all costs incurred by the Association associated with the replacement of one or more Protected Trees wrongfully removed.

Section 2. Powers and Responsibilities. The Association shall have 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 Area, and the enforcement of the rules and regulations relating to the Common Area.
- B. The landscaping, mowing, watering, maintenance, repair and replacement of parks, outlots, Median Islands, other public property and improvements on parks or public property within SOUTHPOINTE 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 Area or any other area in which the Association has an interest 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 purchases 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.

ARTICLE V
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and special assessments for wrongful removal of one or more Protected Trees, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Areas, and for costs incurred by the Association relating to the replacement of one or more Protected Trees that have been wrongfully removed without written permission from the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Fifty Dollars (\$350.00) per Lot, payable in annual installments.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum annual assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above

10% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Excess Dues and Assessments. With the approval of seventy-five (75%) of the votes of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

Section 6. Special Assessments for Wrongful Removal of One or More Protected Trees. The Association, by and through its Board of Directors, may levy, in an assessment year, a special assessment against a Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association relating to the replacement of one or more Protected Trees that have been wrongfully removed from said Lot without written permission from the Association.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Forty Percent (40%) 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 the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected annually, unless otherwise established by the Board.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any such improved Lot to an Owner who is not the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association or a designated agent of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Lots based upon the total number of Lots. Vacant lots shall be maintained by the owners. Assessments may be apportioned against Lots where inordinate wear, tear and/or damage occurs to the items to be maintained by the Association due to the fault or negligence of a Lot owners.

Section 11. Certificate of Payment. The Association shall, upon demand and for a reasonable charge furnish a certificate signed by an officer of the association or a designated agent of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 12. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of 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 of title or transfer of such Owner's Lot.

Section 13. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage, 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 any 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 thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

Section 14. 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 or Declarant's construction company.

Section 15. Additional Assessments on Villa Lots. It is understood and agreed that as Members of the Association all of the owners of the Villa Lots on which villas are constructed shall be eligible to share in the general use, benefit and enjoyment of all Common Areas and recreational facilities, dedicated and non-dedicated roads, pathways and green areas located on the Properties, and, as such, all such owners of Villa Lots agree to share in all assessments levied for the maintenance and improvement of such Common Areas. A separate homeowners association may be organized solely for the benefit of the owners of the Villa Lots which such Villa Association may assess additional assessments as set forth in any subsequently filed Declaration of Covenants that may be filed against the Villa Lots.

ARTICLE VI
RESTRICTIONS AND COVENANTS

Section 1. Each Lot shall be used for residential purposes.

Section 2. No residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool (provided that said swimming pool shall be in-ground or shall not exceed two feet above the grade of the Lot under any circumstances), tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Owner of a Lot with existing trees must develop a site plan, for the Declarant's review and approval that retains all Protected Trees. All residences shall have at least a three (3) car garage. All exterior walls not covered in stone or brick must have horizontal siding. No vinyl or aluminum siding will be permitted. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

(ii) Landscaping plans submitted: as per Section 2 (i) above shall conform to the following minimum standards:

- a. Each lot must plant a minimum of two street trees per City of Omaha Section 53-9 (except, that Lots 1 through 9, inclusive, must have only one (1) street tree per lot because said lots are on a cul-de-sac), and each street tree shall be a minimum of 3.0" caliper and shall be planted within the tree yard area between the curb and sidewalk. Street tree species shall consist of the following: Autumn Blaze Maple, Burr Oak, Red Oak, Norway Maple or Skyline Honey Locust.
- b. In addition to the street trees referenced in the prior paragraph, each lot must plant one (1) ornamental 2.0 caliper tree that shall be planted in the front of house.
- c. Minimum basic landscape (i.e. bed preparation, shrubs, additional trees beyond required) installation guidelines is \$3,000 (excludes all hardscapes, irrigation system and sod), landscaping must highlight both front corners of home plan.

(iii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(iv) Written notice of any refusal to approve 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 refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Declarant.

(v) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this Section or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

Section 3. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All residences must have a minimum of 50% brick or stone covering the front elevation of house. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. The roof of all improvements shall be covered with an Architectural Style or equivalent type shingles, weathered wood in color or other material that have been approved in writing by the Declarant.

Section 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. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant, its agents or assigns, during the construction and sale of the Lots.

Section 5. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot or on any structure on any Lot, except that a satellite dish not exceeding 18" in diameter may be permitted on the rear of a house provided that the Declarant and the Association have given their approval. No radio or television signals, or any other form of electromagnetic radiation or any type of signal of any kind or nature, shall be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Properties.

Section 6. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Properties, shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat, trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily

used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Declarant, or if the Declarant has released and relinquished this power, by the Association's Board of Directors.

Section 7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, motorcycle, motor home, recreation vehicle, 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). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 8. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No 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. No clothes line shall be permitted outside of any dwelling at any time.

Section 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. No fence shall be permitted to extend beyond the rear or back line of a main residential structure unless written approval is first obtained from the Declarant. No chain link fences or vinyl covered chain link fences shall be permitted. Fences must be wrought iron look-alike to be considered for approval. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

Section 10. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling. At the time of construction, sufficient sediment control measures, (BMP's-Best Management Practices), 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 all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures, BMP's, must be maintained until such Lot has been permanently stabilized as it pertains to soil erosion.

Section 11. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed seven (7.0) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof. Owners of lots 21, 27, 28, 34 and 39 shall install the public sidewalk an additional 5 feet beyond rear property lot line and into the outlot.

Section 12. No livestock, fowl or poultry of any kind shall be permitted on any Lot. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or

permitted to remain on any Lot. No dog runs and no dog houses shall be permitted. No more than a total of three dogs or cats (of any combination) shall be permitted on any Lot.

Section 13. 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.

Section 14. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after obtaining written approval from Declarant. No structures, dwellings or modular housing improvements shall be moved from outside SOUTHPOINTE ESTATES subdivision to any Lot.

In addition to the restrictions above, the Declarant and the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

ARTICLE VII **Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Declarant pursuant to the procedure set forth in Article VI, Section 2. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Declarant. In the event the Declarant and the Board or the Board's designated committee fail to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to the Declarant and to the Board or its committee, respectively, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, provided that the plans and specifications of which have been approved by the Declarant. The Declarant may assign the right to architectural control under this Declaration at any time to the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VIII **Insurance**

Section 1. Liability Insurance. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards that may be deemed appropriate by the Board of Directors.

Section 2. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE IX
Utility, Pipeline and Other Easements

Section 1. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, CenturyLink, and any company which has been granted a franchise to provide cable television system within the Lots, Metropolitan Utilities District, and Sanitary and Improvement District No. 558 of Douglas County, Nebraska, their successors and assigns, to erect, 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-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded. A perpetual easement is further reserved for the Metropolitan Utilities District and the City of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') 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 easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Section 2. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which CenturyLink files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then CenturyLink may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not been commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by CenturyLink and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) CenturyLink sends the owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE X
General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions contained herein, and all other such provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant, or by any entity designated by the Declarant, in writing, in any manner which it may determine in its full and absolute discretion for a period of seven (7) years from the date that this Declaration is recorded with the Register of Deeds in which the Properties is located. In addition, this Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the members of the Association. There will be no annexation or dedication of Common Area.

Section 5. Declarant, or its successors or assigns, may assign all or in part of its rights under the Declaration to any entity, including but not limited to the Association. 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, the Association may appoint itself or another entity, association or individual to serve as the Declarant, and such appointee shall thereafter serve as the Declarant with the same authority and powers as the original Declarant.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this document on this 28th day of January, 2014.

DECLARANT:

PAC 211, L.L.C.,
a Nebraska limited liability company,

By: [Signature]
Michael J. Kahre, Manager

By: [Signature]
John A. Mabrey, Manager

State of Nebraska)
) ss.
County of Douglas)

On this 28th day of January, 2014, before me, a Notary Public in and for said county and state, personally came Michael J. Kahre and John A. Mabrey, Managers of PAC 211, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.



[Signature]
Notary Public

Exhibit A

Lots 1 thru 46, inclusive, and Outlots A, B, C, D, E and F, all in SOUTHPOINTE ESTATES, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.