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*Glenn J. Dawkins*  
REGISTER OF DEEDS

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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF PART OF SPRING CREEK, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Spring Creek Development, Ltd., a Nebraska limited partnership, hereinafter referred to as the "Declarant."

**PRELIMINARY STATEMENT**

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

Lots 1 through 85, inclusive, all in Spring Creek, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Spring Creek, for the maintenance of the character and residential integrity of Spring Creek, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Spring Creek.

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 more fully described herein. The Lots, and each Lot are 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 a Common Facility, or as a church, school, park, or for other nonprofit use.

*pkc*  
*Spring Creek Development LLC*  
*112 Banyan Court*  
*Bellevue, NE 68005*

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2. No residence, building, fence (other than fences constructed by the Declarant), landscaping, privacy wall, retaining wall, pathway, driveway, patio, patio cover/enclosure, deck, rock garden, swimming pool, dog house, pool house, tool shed, tennis court, flag pole, satellite receiving station or "discs" exceeding 18" in diameter, radio antennas, wind mill, wind generating device, solar heating or cooling device, 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, excavation or tree removal for any Improvements be commenced, except for Improvements which have been approved by Declarant, its successors and 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 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 relation to the type and exterior of improvements constructed, or approved for construction and landscaping, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant with regard to views, retaining natural environmental area and character of the subdivision. In this regard, Declarant intends that the Lots shall form a quality residential community with homes constructed of high quality materials. 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 development of the Lots and to protect the values, character and residential quality of all Lots. 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.

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. The plans will be deemed disapproved if Declarant fails to mail notice of approval within 30 days.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or any right 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 Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, with an attached three or four car garage, which does not exceed two stories in height on front elevation. An additional single car garage may be permitted to be constructed at basement level with approval of plans by Declarant. No detached garages, utility sheds

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or tool sheds shall be allowed. Such dwelling on any Lot shall conform to the surrounding dwellings of similar regime and any general scheme or plans formulated by Declarant. All Improvements on any Lots shall comply with all side yard and setback requirements of the Zoning Code of the City of Bellevue, Nebraska and any other applicable laws of any governing authority. Declarant will have sole discretion on approving plan size and appearance.

4. **Completion of Construction:** Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement.

5. **Foundations:** Subject to the specific requirements set forth below, all foundations shall be constructed of poured concrete or concrete block. 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 clay fired brick or stone or other material approved by Declarant. All corner lots with exposed side foundation walls facing any street shall be constructed of or faced with clay-fired brick or stone other material approved by Declarant. All exposed side and rear foundations not facing a street must be painted.

6. **Shingles:** Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with "Heritage" 30 asphalt shingles or its equivalent. The color to be weathered wood.

7. **Fireplaces and Flues:** In the event that a masonry wood-burning fireplace and/or flue, pre-fabricated gas/wood burning fireplace, pre-fabricated direct vent fireplace is constructed as a part of the dwelling in a manner so as to protrude beyond the outer perimeter of the front elevation, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay fired brick or stone. Fireplaces shall not be cantilevered on any part of the front elevation. In the event that a pre-fabricated direct-vent fireplace unit is installed as a part of the dwelling on any Lot and is vented directly through an exterior side or rear 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 clay fired brick or stone enclosure will be required.

8. **Front Elevation:** Front elevation of dwelling shall be covered with at least 50% masonry, brick or stone.

9. **Advertising and Signs:** No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by Declarant. 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." No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in anyway for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, including model homes, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

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10. **Obnoxious Activities:** No obnoxious or offensive activity shall be carried on upon 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. No excessive barking of any dog, or other excessive noise of any kind from any animal, shall be permitted on any Lot. Any dog or other animal that barks or makes other noise outside the home of any Lot at any time shall wear electronic collars to prevent such barking or other noise.

11. **Exterior Lighting:** Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent lots.

12. **Antennas:** No outside radio, television, ham broadcasting, earth station, satellite dish or other electronics antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of the Declarant. One (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. **Vehicle Repairs:** No repair of any boats, jet skis, wave runners, automobiles, motorcycles, trucks, campers (trailers, van type, auto drawn or mounted), snowmobiles, recreational vehicles (RV), other self propelled 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.

14. **Vehicle Parking:** 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 two (2) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles (which are not trucks exceeding 1 ton, campers, mobile homes, camper trucks or similar chattels) 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 section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

15. **Trash:** No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to be stored outside of any dwelling unless completely screened from view, except on a designated day each week for pickup purposes.

16. **Garden/Garden Equipment:** 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. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than 120 square feet.

17. **Clothes Lines:** No clothes line or other outside facility for drying or airing clothes shall be permitted outside of any dwelling at any time.

18. **Fencing:** No fence shall be permitted unless approved of in writing by Declarant after submission of fencing plans. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless Declarant specifically approves other materials in writing, fences shall only be composed of black wrought iron or similar material or tan vinyl. Wire, chain link or wood fences shall not be permitted. Temporary or permanent barbed wire, electrified (above ground), and/or snow fences are strictly prohibited. No fences or privacy walls shall exceed a height of six (6) feet, and such height shall comply with any requirements of the City of Bellevue, Nebraska. No hedges or mass planted shrubs shall be permitted more than (10') feet in front of the front building line. Any fences, privacy walls, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.

19. **Swimming Pools:** Any swimming pool approved by the Declarant shall be constructed only on the rear of the residence on any Lot. No swimming pool may extend more than one foot above ground level.

20. **Tennis Courts/Volleyball Courts:** No Tennis or volleyball court shall be allowed on any Lot.

21. **Dirt Work:** No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour or intended drainage of any Lot. If fill dirt is required to be hauled in on any Lot to change the grade or contour for the purpose of constructing any Improvement on said Lot, grading plans must be submitted to the Declarant and approved in writing before any fill dirt may be added to said Lot.

22. **Retaining Walls:** All retaining walls shall be constructed of masonry "Anchor" wall blocks or equivalent masonry retaining wall blocks or natural stone. Wood retaining walls are not allowed. No retaining wall shall exceed six (6) feet in height. If required grade elevation changes exceed six (6) feet, retaining walls shall be installed in a tiered (stair step) method, with a minimum of four (4) feet between tiers.

23. **Sidewalks:** A public sidewalk shall be constructed of concrete four (4') feet wide by four (4") inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5') 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. The sidewalk shall be designed and constructed to meet up with any existing sidewalk on any abutting Lot.

24. **Landscaping:** The entire Lot shall be sodded with either a bluegrass or fescue grass within one year from the time construction on the Lot was commenced. One, one and one half (1 ½") inch diameter tree must be planted in the front yard within one (1) year from the date of occupancy. No tree, nor any rock wall, constructed by Declarant, shall be removed from any Lot, including, but not limited to, Outlots A & B, by any person or entity without prior written approval of the Declarant, its successors or assigns.

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25. **Landscape Maintenance:** 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. Vegetation on vacant Lots shall not be allowed to reach a height in excess of twelve (12) inches.

26. **Dumping:** Vacant Lots shall not be used for dumping of earth or any waste materials. No unused building material, garbage, refuse, 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 garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

27. **Driveways:** Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted. All driveways must be constructed of concrete, paving brick, paving stone or laid stone. Vehicular ingress and egress to and from the lot upon the public streets shall be limited to the driveway only.

28. **Animal Shelters:** No stable, dog run, kennel or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. One dog house for two (2) dogs is allowed, provided always that the construction plans, specifications and the location of the proposed structure have been approved by Declarant, its successors, or its assigns. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from view. No livestock, agricultural-type animals, including, pot bellied pigs, fowl or poultry of any kind, shall be raised, bred or kept on any Lot.

29. **Air Conditioners:** 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.

30. **Lot Size:** No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if 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 in the original plat.

31. **Outbuildings:** No structure of a temporary character, carport, tree houses, tool sheds, doll houses, windmills, detached garage, trailer, modular home, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement, pursuant to Sections 2 and 19 of this Article. No structure or dwelling shall be moved from outside the Spring Creek subdivision to any Lot without the written approval of Declarant.

32. **Utilities:** All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

33. **Water Drainage:** Declarant does hereby reserve unto itself the right to require the installation of silt containment fences or erosion control devices and measures in such location,

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configurations, and designs as it may determine appropriate in its sole and absolute discretion. Any costs associated with the installation and maintenance of any such silt containment fences or erosion control devices shall be the sole responsibility of the Lot owner.

The Declarant has or may create a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with generally accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan or cause damage to the building or neighboring building. Silt fences shall be used to comply with this paragraph. During construction of dwellings, silt fences are required and must be maintained on rear property line of all Lots adjoining Outlots "A" and "B".

## ARTICLE II. HOMEOWNER'S ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Spring Creek 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 Lots, including:

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 such as swimming pools, tennis courts, health facilities, playgrounds and parks dedicated and nondedicated roads, paths ways and green areas, and signs and entrances for Spring Creek. 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 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 Spring Creek; and the protection and maintenance of the residential character of Spring Creek.

2. Membership and Voting. Spring Creek is divided into single-family residential lots (which are collectively referred to as the "Lots"). The "Owner" of each Lot subject to this Declaration or any other Declaration filed against any or all of the Properties shall be a Member of this Association. 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 of a Lot, but excluding however those parties having any interest in any of such Lot

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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. With the exception of the Class B membership, as set forth below, the Owner of each Lot, whether one or more, shall have one vote on each matter properly brought before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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 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 three-fourths of the total votes outstanding in the Class B membership, or
- b. On June 1, 2012 or sooner at Declarant's discretion.

3. 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 on parks or public property within or near Spring Creek.
- 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 coverage for the Association, the Board of Directors of the Association and the Members.



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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. The Association has the authority to hire one trash company for the entire Spring Creek Subdivision.

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.

4. Mandatory Duties of Association. The Spring Creek Homeowners Association shall access each Lot \$450.00 as a mailbox fee and construct, maintain and operate mailboxes within the Spring Creek neighborhood, in compliance with any requirements of the United States Postal Service. The Association shall maintain, in a generally neat and clean condition, any and all entrance ways, signs and landscaping which have been installed in easement or other areas of the Spring Creek subdivision and center island dividing dedicated roads.

5. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay dues and assessment as provided for herein. The Association may fix, levy and charge the Owner of each Lot with a 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.

6. Abatement of Dues and Assessments. Notwithstanding any other provisions of this declaration, the Board of Directors shall abate one hundred (100%) percent of the dues or assessments due in respect of any Lot owned by the Declarant. Upon Declarant's transfer of its ownership interest in a Lot, said abatement shall cease. Dues or assessments shall be prorated on a monthly basis.

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7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorney's 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 attorney's 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.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- A. One Hundred and No/100th (\$100.00) Dollars per Lot.
- B. In each calendar year beginning on January 1, 2007, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy a one time assessment of Four Hundred Fifty and NO/100s Dollars (\$450.00) for the purpose of defraying, in whole or in part, the costs of acquisition, and construction of mailboxes to serve the Lots in the Spring Creek subdivision. In addition to the dues and the mailbox assessment, the Board of Directors may 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 Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in an amount to Two Hundred and No/100th Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments . With the approval of seventy-five (75%) percent 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.

12. 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 in Section 6 of this Article.

13. 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 assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the lesser of either 1) the maximum rate allowable under Nebraska law, or 2) 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 Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. 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 are hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications and any company which have been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 279 of Sarpy County, Nebraska, 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; and 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. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways 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.

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2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, 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 cull-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 easement ways 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. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence, standards 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 the Spring Creek subdivision.

4. Qwest Communications and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

5. Other easements are provided for in the final plat of Spring Creek and any other plats relating to the Spring Creek subdivision, which is filed in the Register of Deeds of Sarpy County, Nebraska (Instrument No. 2005-46387).

#### ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, unless Declarant's authority and power is specifically assigned by the Declarant to the Association, the Declarant, the Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either 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. Declarant may at its discretion add a second phase to this Declaration.

3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said Lots, which

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termination or amendment shall thereupon become binding upon all Lots. For a period of ten (10) years following the date hereof, Developer, its successors or assigns, shall have the sole, absolute and exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Sarpy County, Nebraska. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

4. Spring Creek Development, Ltd., a Nebraska limited partnership, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, or at such time of Declarant no longer owning any lots subject to this Declaration, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and such Association or 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 present to be executed this 28<sup>th</sup> day of March, 2008.

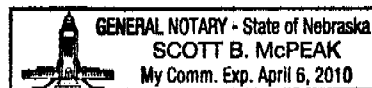
DECLARANT:  
SPRING CREEK DEVELOPMENT,  
LTD., a Nebraska limited partnership,

By: [Signature]

STATE OF NEBRASKA       )  
                                  )ss.  
COUNTY OF SARPY    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March 2008, by DEAN L. ECKEL, Administrative Partner, on behalf of Spring Creek Development, Ltd., a Nebraska limited partnership.

[Signature]  
Notary Public



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IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 28 day of March, 2008.

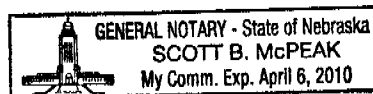
Owner Lot 31, Spring Creek  
Subdivision,  
Banyan Homes, Inc.

By: [Signature]

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March 2008, by DEAN L. ECKEL, President, Banyan Homes, Inc., Owner, Lot 31 Spring Creek Subdivision.

[Signature]  
Notary Public



IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 28 day of March, 2008.

Owners Lot 25, Spring Creek  
Subdivision  
Scott L. and Shannon D. Kluver

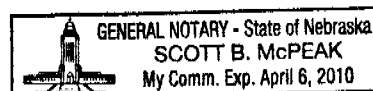
By: Shannon D Kluver

By: Scott L Kluver

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March 2008, by SCOTT L. KLUVER & SHANNON D. KLUVER, Owners, Lot 25 Spring Creek Subdivision.

[Signature]  
Notary Public



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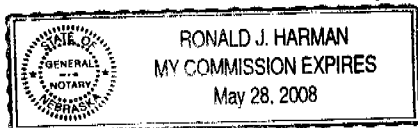
IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 27 day of March, 2008.

Owner Lot 12, Spring Creek  
Subdivision,  
Eugene Gau & Stewart W. Knutson

By: Eugene Gau  
By: Stewart W. Knutson

STATE OF NEBRASKA       )  
                                  )Douglas. )ss.  
COUNTY OF ~~SARPY~~ )

The foregoing instrument was acknowledged before me this 27 day of March 2008, by STEWART W. KNUTSON, Owner, Lot 12 Spring Creek Subdivision.

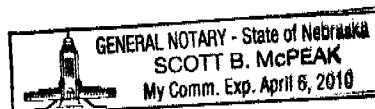


Ronald J. Harman  
Notary Public

STATE OF NEBRASKA       )  
                                  )  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March 2008, by EUGENE GAU, Owner, Lot 12 Spring Creek Subdivision.

[Signature]  
Notary Public



2008-085710

IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 27 day of March, 2008.

Owners Lot 8, Spring Creek  
Subdivision,  
Robert D. & Brenda L. Larsen

By: Robert D. Larsen

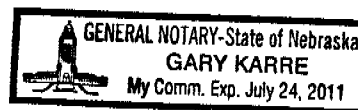
By: Brenda L. Larsen

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF SARPY    )

The foregoing instrument was acknowledged before me this 27 day of MARCH 2008, by ROBERT D. LARSEN, Owner, Lot 8, Spring Creek Subdivision.

Gary Karre  
Notary Public

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF SARPY    )



The foregoing instrument was acknowledged before me this 27 day of MARCH 2008, by BRENDA L. LARSEN, Owner, Lot 8, Spring Creek Subdivision.

Gary Karre  
Notary Public

