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**THIRD AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STEVENS CREEK RIDGE ADDITIONS**

THIS DECLARATION is made as of the day written below by the undersigned.

WITNESSETH:

*WHEREAS*, Gerry A. and Dianne D. Krieser are the owners and/or developer, of certain real property located at North 129<sup>th</sup> Court in the County of Lancaster, State of Nebraska, which is more particularly described as:

Lots One (1) through Three (3), Stevens Creek Ridge Addition, Lots One (1) through Five (5), Block 1, Stevens Creek Ridge First Addition, and Outlot A, Stevens Creek Ridge Second Addition, all located in Lancaster County, Nebraska (the "Property").

*NOW THEREFORE*, the undersigned hereby declares that all of the properties described above shall, except as otherwise set forth herein, be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (the "Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with the real property described above and be binding on all parties having any rights, 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. The Covenants amend and restate in their entirety the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stevens Creek Ridge and Stevens Creek Ridge First Addition, filed of record with the Register of Deeds for Lancaster County, Nebraska, as Instrument No. 2008055879, which shall be void and without further effect as of the date hereof.

**ARTICLE I**

**Definitions**

1. "Association" shall mean and refer to the Stevens Creek Ridge Association, a Nebraska nonprofit corporation, and its successors and assigns.
2. "Common Areas" shall mean and refer to the Roadway or such other areas as Developer may designate in writing from time to time in its sole discretion.

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3. "Developer" shall mean and refer to Gerry A. Krieser and Dianne D. Krieser, and their successors and assigns.

4. "Farmland" shall mean Outlots A and B, Stevens Creek Ridge First Addition, Lancaster County, Nebraska.

5. "Lot" or "Lots" shall mean and refer to the plots of land shown upon any recorded subdivision map of the Property, and such Lots or additions thereto as may hereafter be developed by the Developer from time to time and brought within the jurisdiction of the Association.

6. "Maintenance" shall mean and refer to the design, installation, operation, usage, maintenance, improvement, repair, replacement, construction, reconstruction, hard surfacing, insurance, snow removal, weed control, re-gravelling, plantings, draining, dredging, grading, mowing and administration.

7. "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 Property, including any contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

8. "Plats" shall mean and refer to the Final Plats for Steven Creek Ridge Addition, Stevens Creek Ridge First Addition and Stevens Creek Ridge Second Addition, all located in Lancaster County, Nebraska, as may be amended from time to time, and such additions as may hereafter be developed by the Developer from time to time and brought within the jurisdiction of the Association.

9. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be developed by the Developer from time to time and brought within the jurisdiction of the Association.

10. "Roadway" shall mean North 129<sup>th</sup> Court (Outlot A, Stevens Creek Ridge Second Addition), and such additional roadway as may hereafter be developed by the Developer from time to time and brought within the jurisdiction of the Association.

## ARTICLE II

### Architectural Control

1. Prior to the commencement of construction of any residence or other structure (as further described in Article VI, Section 6 below) on any Lot, the Lot Owner must first provide written notice to Developer identifying the name of the proposed builder or building company Lot Owner would like to use to build the residence or other structure. Written approval or disapproval of such builder or building company shall be given by the Developer within fifteen (15) days from and after receipt by the Developer of the name of the proposed builder or building company. The Developer shall have the right, in its sole discretion, to approve or reject any proposed builder or building company if the Developer believes that the builder or building

company is unlikely to uphold or has in the past failed to comply with the Covenants or for other reasons in the Developer's discretion. No construction of any residence or other structure on any Lot shall be commenced unless and until written approval of the builder or building company for such residence or other structure has first been obtained from the Developer.

In addition, prior to the commencement of construction of any residence or other structure on a Lot, a set of final building plans (i.e., blueprints, not preliminary sketches or preliminary building plans) for such residence or other structure shall be submitted by the Owner to the Developer for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence or other structure to be constructed on such Lot and contain a statement that the Lot Owner will submit to the Developer, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the residence or other structure to be constructed on such Lot, and shall indicate the location of the residence, any garage and any other structures to be placed or constructed on such Lot. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Developer. No construction of any residence or other structure on any Lot shall be commenced unless and until written approval of the building plans for such residence or other structure has first been obtained from the Developer. Written approval or disapproval of such building plans shall be given by the Developer within thirty (30) days from and after receipt thereof by the Developer. Approval of such building plans shall not be unreasonably withheld; provided however, Developer shall have the right, in its sole discretion, to approve or reject any such plans if, in the opinion of the Developer, either the style, size, materials or plot plan of such residence or other structure does not conform to the general standard and character of the Covenants and the Stevens Creek Ridge Development.

2. Prior to the construction of any addition to any residence or other structure constructed on any Lot, or the change or modification in the exterior of any residence or other structure constructed on any Lot, the Lot Owner shall first obtain the written approval of the Developer to proceed with any such construction, change or modification which approval shall not be unreasonably withheld.

3. Regardless of any of the requirements of these Covenants concerning the prior approval of builders, building companies and building plans by the Developer, the Developer shall have no power to (i) allow, permit or consent to the construction of any residence or other structure on any Lot if such residence or other structure would violate any of the other terms or provisions of these Covenants, or (ii) waive any term, condition or restriction imposed by these Covenants on such Lot. The Developer may, in its sole discretion, at such time as Developer deems appropriate, transfer and assign to the Association or a three member Architectural Review Board, who are Lot Owners and appointed by Developer, the right to approve or disapprove builders, building companies and building plans using the same criteria the Developer has set forth in this Article II. Vacancies occurring thereafter shall be appointed by majority vote of the remaining members of the Architectural Review Board, and such vacancy must be filled by a Lot Owner.

### ARTICLE III

#### Association Membership and Voting Rights

1. Every Lot Owner shall be a member of the Association, which shall be a Nebraska non-profit corporation, including contract sellers, but not including persons or entities that hold an interest merely as security for the performance of an obligation. No Lot Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership. At its first meeting, the Association shall adopt bylaws for its organization and the conduct of its business, which bylaws include provision for the election of directors and officers.

2. The Association shall have two classes of voting membership. Class A members of the Association shall be all the Lot Owners with the exception of the Developer. Class A members shall be entitled to cast one vote at a membership meeting of the Association, provided that the Lot Owner has paid the current dues and assessments on its respective Lot(s). Rights of membership shall pass by conveyance of any Lot to the grantee thereof as appurtenant to said conveyance. When more than one person holds an interest in any Lot, all of such persons shall be members, but in no event shall more than one vote be cast with respect to one Lot, and the vote for such Lot shall be exercised as they among themselves shall determine.

3. Class B members of the Association shall be the Developer, and the Class B member shall be entitled to five votes for each Lot in which they hold the interest required for membership by this Article III.

4. Membership voting rights are to be governed and regulated by the bylaws of the Association, which shall not be inconsistent with the provisions of these Covenants.

### ARTICLE IV

#### Property Rights in the Common Areas

1. The City of Lincoln, Nebraska, and the County of Lancaster, Nebraska, have approved the Plats upon condition that the Common Areas be maintained by the Developer on a permanent and continuous basis. Developer hereby covenants for themselves, their successors, and their assigns that they will at a time designated by Developer (or its successors and assigns), in its discretion, convey the Common Areas to the Association free and clear of all encumbrances and liens, and that the Association by acceptance of the deed to the Common Areas agrees to assume the obligations of the Developer to comply with the conditions of approval of the Plats regarding continuous and permanent Maintenance of the Common Areas and private improvements therein.

2. Every Lot Owner shall have the right and easement of enjoyment to the Common Areas and said right and easement shall pass with the title to every Lot, subject to the following provisions:

(a) Use of the Common Areas, except for the Roadways, shall be restricted to members and their guests, and the Association shall have the right to limit the number of guests and their members to adopt reasonable regulations applicable to use by guests. The Roadways are subject to public access easements granted pursuant to the Plats.

(b) The Association shall have the right to charge a reasonable admission and/or fee for the use of any recreational facility situated upon the Common Areas and shall also have the right to contract with Developer or with any other person, persons, or entity for the charging of reasonable admission or other fees in exchange for management, development, Maintenance, and improvement of any such recreational area.

(c) After the Developer conveys the Common Areas as described above, the Association shall have the right in accordance with the bylaws to borrow money for the purpose of improving the Common Areas and the facilities, and to mortgage said property, provided, however, that the rights of any mortgagees shall be subject to the rights of the Lot Owners.

(d) The Association shall have the right to suspend the rights to use the Common Areas, except for the Roadways, and recreational facilities therein by a member for the period during which any assessment against a Lot Owner remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

3. The use of the Common Areas shall be subject to the following:

(a) No use shall be made of the Common Areas which shall in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over such Common Area.

(b) No Lot Owner shall place any structure whatsoever upon the Common Areas, nor shall any Lot Owner engage in any activity which would temporarily or permanently deny free access to any part of the Common Areas to all members.

(c) The use of the Common Areas shall be subject to such rules and regulations as may be adopted from time to time by the board of directors of the Association.

## ARTICLE V

### Dues and Assessments

1. The Developer has constructed North 129<sup>th</sup> Court as an asphalt roadway. The Developer has dedicated a public access easement for the public to use North 129<sup>th</sup> Court, which will remain the property of the Developer until it is transferred or assigned in its discretion. Lancaster County has not placed North 129<sup>th</sup> Court into the County road inventory for Maintenance purposes. The Owner of a Lot shall be obligated to pay its prorated share (based upon the number of residential Lots in the Property, abutting the applicable Roadway) of the Maintenance obligations, costs and covenants imposed by the Covenants. For example, if a Lot

Owner owns a Lot that abuts North 129<sup>th</sup> Court, and there are a total of 8 Lots that abut North 129<sup>th</sup> Court, then such Owner and its Lot would be obligated to pay  $\frac{1}{8}$ <sup>th</sup> of the Roadway assessments and related costs.

2. Dues and general and special assessments may be established and fixed in accordance with the bylaws of the Association. The board of directors of the Association shall have the power and authority to establish and enforce dues and general and special assessments for all legitimate purposes and objectives of the Association; provided, however, that the dues and special assessments may be made only by the affirmative vote of at least two-thirds of the board of directors of the Association. Assessments shall be made by dividing the total assessment by the number of Lots covered by these Covenants within the Plats and assessing each Lot in that amount equal to the quotient.

3. Written notice of any meeting of the board of directors of the Association called for the purpose of taking any action to establish dues or any special assessment pursuant to the provisions of this Article V, whether by the board of directors or otherwise, shall be sent to all members (at the most recent address available) not less than fifteen (15) days nor more than forty-five (45) days in advance of any meeting called for that purpose.

4. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Any assessments whether for dues or special assessments, shall be a lien against the Lot assessed and if not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring an action of law against the Lot Owner personally obligated to pay the same or foreclose a lien against the applicable Lot. No Lot Owner may waive or otherwise escape liability for the assessment provided herein by virtue of his or her abandonment of their Lot.

5. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall release such Lot from liability for any assessments not foreclosed or thereafter becoming due or from the lien attaching to said Lot by reason of such dues or assessments.

## ARTICLE VI

### General Provisions

1. Every Lot Owner shall have a right and easement of enjoyment in and to the benefits conferred upon the properties by virtue of these Covenants.

2. No walls, fences, structure, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement areas reserved for the installation and maintenance of utilities or drainage, as shown on the Plats, if such wall, fence, structure or planting would (i) damage or interfere with the installation or maintenance of any such utilities, or (ii) change the direction or flow of the surface water drainage channels in any

such easement area, or (iii) obstruct or retard the flow of water through any drainage channels over the easement area.

3. The primary driveway on each Lot shall be constructed of concrete or asphalt. The primary driveway shall extend from an attached garage to North 129<sup>th</sup> Court. All other driveways on the Lot itself, which may include a circular drive directly in front of the primary residence not within County right-of-way, shall connect to the primary driveway, and will be gravel, crushed rock, concrete or asphalt.

4. No Lot or any residence hereafter placed or constructed shall be utilized for any purpose other than for single family residential purposes. No townhouses, condominiums, apartments or multiple dwelling units of any kind or type shall be built on any Lot, nor shall any Lot Owner allow or permit any dwelling unit constructed on any Lot to be conveyed into any type of townhome, condominium, apartment or multiple dwelling unit. Only one (1) single family residence shall be permitted per Lot. No Lot shall be replatted or subdivided or partial thereof sold, transferred or conveyed.

5. No dwelling or other structure of any kind or type shall be located on any Lot within fifty (50) feet of the front Lot line, nor within fifteen (15) feet of any side or rear Lot line, nor in the case of the Lot abutting two (2) or more streets, within fifty (50) feet of any street right of way. No cantilever or chimney shall extend into the required set back area. In addition, no trees shall be planted within fifteen (15) feet of any Lot line.

6. In accordance with the terms hereof; a maximum of one (1) accessory building, barn, garage, storage shed, or any structure of any kind may be constructed or placed on any Lot and shall be located behind the residence, including a detached swimming pool house, so long as the accessory structure is of a minimum quality in the reasonable opinion of the Developer as a Morton or equivalent brand building, and is not larger than 1,600 square feet or taller than 17.6 feet. The minimum size of such structure shall be 360 square feet, excepting any detached swimming pool house or dog house, each of which may be smaller. Lot Owners may construct a swimming pool house and/or a dog house, as well as an additional accessory building that is not larger or taller than specified above, provided that the swimming pool and/or dog house may not be greater than 400 square feet. Lot Owner must have approval (pursuant to the procedures set forth in Article II hereof) for any such structure, including the exterior color, from Developer before construction begins, whether or not such structure is constructed concurrently with the residence or thereafter. The residence shall be constructed before any such other structure.

7. No residence shall be constructed on any Lot unless such residence has a minimum floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of an aggregate of (i) 1,900 square feet in the case of a one-story ranch style residence; or (ii) 2,200 square feet in the aggregate for the main floor and secondary floor in the case of a one and one-half story residence; or (iii) 2,500 square feet in the aggregate for the main floor and secondary floor in the case of a full two-story single family residence.

The exterior of any residence constructed on any Lot must be faced with "color lok" siding (or equal to or better) less than eight inches wide or vinyl, stucco, stone or brick; provided

however, that in no event shall any side of any such residence substantially parallel to a front line and the dominant side of the residence be faced with less than eighty percent (80%) brick, stucco or stone, unless the home style is a cape cod, colonial or other theme-based style where the brick, stucco or stone front side requirement may, in the sole discretion of the Developer or Architectural Review Committee, be waived. All chimneys on any side of the residence shall be entirely faced with brick, stucco or stone. All concrete foundation on the residence shall be covered with brick, stucco, stone or siding. Each residence shall have a garage with no fewer than three (3) stalls that each exit the exterior of the residence, or such other garage configuration of more than 600 square feet that may be approved by the Developer or Architectural Review Committee in its sole discretion.

8. No wind turbines, solar or other energy collectors shall be constructed on any Lot without first being approved by Developer or the Architectural Review Committee.

9. Except for appropriate gutter and downspout systems, all single family residences constructed on any Lot shall have an architectural designed roof consisting of:

- a. Wood or shake shingles;
- b. Slate shingles;
- c. Built-up composition shingles;
- d. Cement shingles; or
- e. Shingles of comparable or higher quality than the above,

and this restriction shall apply to any residential roof that needs to be reshingled during the existence of these Covenants. This restriction is not to be construed to prohibit the installation of skylights in any residential roof.

10. Any exterior air conditioning unit or system placed on any Lot must be located on the side yard adjacent to the residence or in the rear yard; provided, however, no exterior air conditioning unit shall be placed in the side yard facing a street on a corner lot.

11. No roof pitch shall be less than a 6/12 pitch for any residence.

12. No noxious or offensive trade, activity or practice shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

13. Except for temporary visitations of one week or less, no trailer, slab basement, mobile home, tent, shack, barn, or any other outbuilding erected or placed in or on any Lot shall at any time be used as a residence, temporary or permanent; nor shall any structure of a temporary character be used as a residence.

14. No trailer, motor coach, recreation vehicle or boat may be stored or parked in any location on the Lot that is visible from North 129<sup>th</sup> Court, and in no event in any front or side

yard. No salvage or unlicensed vehicles may be parked in any location on the Lot except the garage of the residence or in an accessory building.

15. A minimum of three (3) offsets on the front elevation of a residence are required unless the homestyle is a cape cod or colonial.

16. Once construction of any single family residence is begun on any Lot, such single family building and landscaping plans approved by the Developer, shall be completed and occupied within twenty-four (24) months.

17. All outdoor wiring for any Lot shall be placed underground. No wires for electric power, telephones, radios, television or for any other use shall be placed or permitted above the ground on any Lot except inside a residence. No aerials, antennas, television dishes or satellite dishes (greater than 30" in diameter), poles, towers or other devices shall be placed or permitted above the ground on any Lot except when placed inside the residence constructed on such Lot, below the roof line or as otherwise approved by Developer or the Architectural Review Committee.

18. No horses or other animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except dogs, cats and household pets; provided such dogs, cats or other household pets are not kept, bred or maintained for commercial purposes. No dog runs shall be located in a front yard nor within 25 feet of a side lot line unless in the backyard.

19. No Lot may be utilized, maintained or used as a dumping ground for rubbish. All waste, garbage and trash must be kept in sanitary containers and removed from such Lot on a weekly basis. No incinerators may be constructed or maintained upon any Lot. All Lots shall be kept free of debris and weeds and shall be kept mowed (other than those portions with decorative landscaping grasses described below). All portions of the Lots not encompassed within the building site shall be planted to appropriate decorative landscaping grasses (e.g., buffalo and blue stem grasses) and shall be well maintained and manicured by Lot Owner.

20. All sewage and water systems shall be constructed in accordance with the standards and requirements of the Lincoln-Lancaster County Health Department and all other regulatory bodies. No lagoon shall be constructed on any Lot until approved in writing by the Developer or Architectural Review Committee after receipt of proof satisfactory to either Developer or such committee showing percolation tests demonstrating inadequate soil conditions for an underground septic system, or unless otherwise expressly authorized by regulation or directive of the Lincoln-Lancaster County Health Department or other applicable regulatory body. Alternative septic systems such as "mound" and "constructed wetlands" are favored by the Developer and Architectural Review Committee over lagoon systems.

21. Lot Owners may (i) access water via the rural water access provided by the applicable rural water authorities, or (ii) drill or engage third parties to drill for water on their respective Lots. For Lots on which a rural water hook-up exists on the date of purchase of the Lot, Lot Owners must use the rural water hook-up as the water source for the primary residence.

22. The Lot Owner shall be responsible for the safety of themselves and their guests and invitees and shall indemnify and hold harmless the Developer, its successors and assigns and

the Association from any injuries or damages suffered by themselves, their guests and invitees through the use of any portion of the Property.

23. Only plant materials grown for aesthetic landscape purposes, for personal and not commercial use, shall be grown on Lots. No field crops shall be cultivated and/or raised for any commercial use. Fruit and/or vegetable gardens for personal use, not commercial use, are allowed. The restrictions of this Section 23 apply only to Lots not owned by Developer. Notwithstanding the foregoing, nothing in these Covenants shall prevent Developer from cultivating and raising field crops for commercial purposes on any Lot or adjacent land owned by Developer, or as may be agreed upon by a Lot Owner and the Developer.

24. No wire, chain link, or snow fencing shall be permitted abutting a public roadway. Fencing (other than chain link or snow fencing) or landscaping materials must entirely shield from view any propane tanks. Lots and adjoining ditches shall be maintained by the Lot Owners so as not to appear unsightly and so as to control noxious weeds.

25. No industrial activity shall be conducted on any Lot or in any residence thereon. No commercial vehicles, heavy construction equipment, or like equipment, or mobile or stationary trailers of any kind (including but not limited to mobile homes) shall be permitted on any Lot of the subdivision unless they are located inside accessory outbuildings and maintained in such a manner as not to be offensive to the occupants of adjoining Lots. Personal vehicles which require commercial license plates, such as vans and pickups, are excluded from this restriction. No businesses of any kind or anything that may be construed as business may be conducted on any Lots covered by these Covenants, except that (a) this restriction shall not prevent a Developer from placing on any Lots owned by the Developer, signs advertising the development of Lots thereon or the improvements to such Lots or exercising Developer's other rights hereunder and (b) this restriction shall not prevent a Lot Owner from maintaining a small, home based business, or in home office which does not disturb the quiet enjoyment of the occupants of other Lots. No business or commercial use shall be permitted that requires the utilization of any structure other than the personal residence.

26. Until such time as Developer is no longer a Lot Owner, annual and special assessments customary in the subdivision of property and Maintenance thereof, other than for capital improvements, may be levied by the Developer in its reasonable discretion. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds (2/3) of each class of members affected and entitled to vote, at a regular meeting of the members or a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

27. The Property abuts or is adjacent to Farmland and said Farmland is agricultural land utilized for agricultural operations and/or agricultural processing operations (collectively "Operations"). Each Lot, Lot Owner, guests and invitees may be subject to inconvenience or discomfort from lawful Operations on the Farmland. Discomfort and inconvenience may include, but are not limited to, noise, odors, fumes, pesticides, herbicides, fertilizers, dust, smoke, burning, vibrations, insects, rodents and/or the Operations of machinery (including aircraft) at any time. One or more of the inconveniences described may occur or change from time to time as a result of Operations which are in compliance with existing laws and regulations

and accepted customs and standards. Each Lot, Lot Owner, guests and invitees agree said Operations shall not be deemed a private or public nuisance. Each Lot, Lot Owner, guests and invitees accepts such inconveniences and discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector.

## ARTICLE VII

### Miscellaneous

1. These herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several Lot Owners, their successors, assigns, heirs and devisees. These Covenants may be terminated or modified by an instrument signed by the Lot Owners of Lots comprising not less than three-quarters (3/4) of the total votes of Lots covered by these Covenants.

2. The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Association, Developer, or any Lot Owner (including the Developer) against any person or persons violating or attempting to violate any provisions hereof. If the Association, Developer, or any Lot Owner is successful in any action, whether at law or equity, to enforce any term of provision of these Covenants, then the Association, Developer or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorneys' fees and court costs, to the extent permitted by law, which shall constitute a lien on the Lot owned by the Lot Owner against whom enforcement is sought. In addition, the City of Lincoln, Nebraska and the County of Lancaster, Nebraska shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions and covenants regarding Maintenance of the Common Areas. In the event the Association dissolves, the Lot Owners shall remain jointly and severally liable for the cost of Maintenance of the aforementioned Common Areas and private improvements located therein.

3. Any failure to enforce any of the terms, conditions, covenants, or provisions of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such term, covenant, condition or restriction as they may apply in any other situation or to the same or a similar situation on any other site. An invalidation by judgment of a court of any of the covenants, conditions, restrictions requirements or terms set forth in these Covenants or any action undertaken pursuant to these Covenants shall not affect any other covenant, condition, restriction, requirement or term set forth in these Covenants or any other action undertaken hereunder.

4. Any instrument amending, modifying, abrogating, or canceling these Covenants must be approved by the City Attorney's office in writing and recorded before it shall be effective. In addition, for so long as any part of the property is located outside the City of Lincoln's three-mile extraterritorial zoning jurisdiction, any instrument amending, modifying, abrogating, or canceling the Covenants must be approved by the County Attorney's office, in writing, and recorded before it shall be effective.

## ARTICLE VIII

### Developer Rights

1. The Developer, upon delivery of written notice to the Association, may assign or delegate all or a portion of the Developer's approval, consent, rights, title and interests under these Covenants and the Association hereby agrees to assume said approval, consent, rights, title and interests.

The Developer is the Owner of the Farmland, as well as Outlot C, Stevens Creek Ridge Addition and Outlot B, Stevens Creek Ridge Second Addition, Lancaster County Nebraska, and other adjacent properties. The Developer, at its election and expense, may develop, subdivide or plat all or parts of such outlots and properties into future Lots, at any time, with the approval of the governing jurisdiction, but without the consent of the Lot Owners or the Association. Upon filing of record an amendment to these Covenants against a new subdivided or platted Lot(s) from all or a part of such outlots and adjacent properties and upon Developer delivering written notice to the Association of the addition, then said new subdivided or platted Lot(s) and Lot Owner(s) shall be subject to these Covenants and the Lot Owner(s) shall automatically become a member(s) of the Association. New Lot Owner(s) who are not the Developer shall be Class A member(s) and new Lot Owner(s) who are the Developer shall be Class B member(s). Said new Lot(s) and new Lot Owner(s) shall have all the rights, title, privileges, benefits, burdens, liabilities, and responsibilities, including being subject to general and special assessments, reservations, easements and right-of-way as the original Lots and Lot Owners of these Covenants. As part of the amendment to these Covenants, the Developer may also designate and convey additional Common Areas to the Association and related reservations, easements and right-of-way, including the right to connect, use, travel or abut the Association's existing and new Common Areas. The Association agrees to assume ownership of said new Common Areas and assume the additional Maintenance responsibilities in the same manner as the original Common Areas, including the power to fix and levy general and special assessments against the existing and new Lot(s) and Lot Owner(s). Any new Common Areas must be initially designed, installed and constructed at no expense to the Association, must be free and clear of any liens, and must meet or exceed the Lancaster County design standards.

*WITNESS WHEREOF*, the undersigned being the Developer of record herein, and the owner of Lots 1-3, Stevens Creek Ridge Addition, and Lots 1, 2 and 4, Block 1, Stevens Creek Ridge First Addition, Lancaster County, Nebraska, has set its hand and seal as of this 30 day of September, 2010.

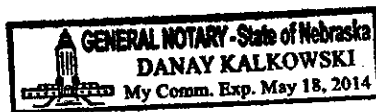
### DEVELOPER

Gerry A. Krieser  
Gerry A. Krieser, a married person

Dianne D. Krieser  
Dianne D. Krieser, a married person

STATE OF NEBRASKA                    )  
  )ss.  
COUNTY OF LANCASTER            )

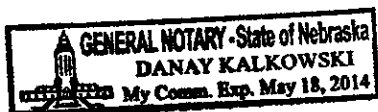
The foregoing was acknowledged before me this 30 day of September, 2010, by  
Gerry A. Krieser, a married person.



Danay Kalkowski  
Notary Public

STATE OF NEBRASKA                    )  
  )ss.  
COUNTY OF LANCASTER            )

The foregoing was acknowledged before me this 30 day of September, 2010, by  
Dianne D. Krieser, a married person.



Danay Kalkowski  
Notary Public