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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ELK RIDGE, ELK RIDGE REPLAT 1 AND ELK RIDGE REPLAT 2**

THIS AMENDED AND RESTATED DECLARATION (hereafter Amended and Restated Declaration), made on the date hereinafter set forth by ELK RIDGE RESIDENTIAL, L.L.C., ELK RIDGE VILLAS, L.L.C., and ER RESIDENTIAL MODEL HOMES, L.L.C., hereinafter referred to as "Declarants," hereby amends the Declaration of Covenants that was filed as Instrument Number 2006-114166 (hereafter Declaration), as to the real property described in said Declaration, pursuant to the right to amend set forth in Article X, Section 3, of that Declaration, and this Amended and Restated Declaration is an initial declaration as to the remaining Lots in Elk Ridge, Elk Ridge Replat 1 and Elk Ridge Replat 2 that were not described in the Declaration but are described in the attached Exhibit A, which is incorporated herein by this reference.

WITNESSETH:

WHEREAS, the Declarants and the Consenting Parties are the owners of certain property in the County of Douglas, State of Nebraska, that is more particularly described as follows, or if the Declarants are no longer the owners as to any Lot on Exhibit A, the Declarants have the right to amend the Declaration that is already filed against said Lot: See the legal descriptions that are included on the Exhibit A, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarants and Consenting Parties hereby declare 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 Elk Ridge Homeowners 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.

Handwritten notes and stamps:
FEE 149.50 FB *See attached*
BKP _____ C/O _____ COMP *MB*
DEL _____ SCAN _____ FV _____
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Courtesy

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 and any lot created subsequently by virtue of an administrative subdivision or replatting of any Lot described on the attached Exhibit A.

Section 5. "Declarants" shall mean and refer to ELK RIDGE RESIDENTIAL, L.L.C., ER RESIDENTIAL MODEL HOMES, L.L.C., and ELK RIDGE VILLAS, L.L.C., and their respective successors and assigns that have received an assignment of Declarants' rights hereunder.

Section 6. "Common Area" shall mean and refer to Outlots 3 and 5, in ELK RIDGE, and Outlot 1 in ELK RIDGE REPLAT 1, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska, which may be used as open green space and/or for recreational purposes and which shall be privately owned and maintained. However, the definition of "Common Area" shall not include Outlot 2 of Elk Ridge, which is owned by Papio-Missouri River Natural Resources District (NRD), and the NRD is solely responsible for the maintenance of Outlot 2.

Section 7. "Consenting Parties" shall mean and refer to all other persons executing this Amended and Restated Declaration as an Owner or any other Owner that executes a Consent of this Amended and Restated Declaration in the future.

Section 8. "Non-Single Family Lots" shall mean and refer to Lot 165 of Elk Ridge and Lot 1 of Elk Ridge Replat 1, which are part of the "Senior Housing Property" that is defined hereafter.

Section 9. "Villa Lot" shall mean and refer to any Lot that is encumbered by one or more subsequent declarations of covenants (that have been recorded with the Register of Deeds) that would create a separate "Elk Ridge Villa Association" the purpose of providing additional maintenance benefits to said Villa Lots and that would levy separate and additional assessments against said Villa Lots in order to pay for said additional maintenance benefits.

Section 10. "Senior Housing Property" shall mean the following described property: the assisted living facility located on Lot 165 of Elk Ridge; the independent living facility to be located on Lot 1, Elk Ridge Replat 1; and the other property that is legally described as Lots 2 through 27 of Elk Ridge Replat 1.

Section 11. "Single Family Residential Property" shall mean the following described property: Lots 5 through 106, inclusive, 114, 115, and 126 through 137, inclusive, all in ELK RIDGE, and Lots 1 through 22, inclusive, all in ELK RIDGE REPLAT 2.

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 and such other recreational facilities

available through the Association 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 or elsewhere;
- 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.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and such other recreational 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 shall be a Member of the Association. For purposes of this Amended and Restated 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 Amended and Restated Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. It is understood that the Owner of each respective Lot created as a result of a Lot split or administrative subdivision or replat shall be each entitled to one (1) vote.

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

Class A. Class A members shall be all Owners, with the exception of the Declarants and the exception of the Class C members defined below, and Class A members 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 Declarants and shall be entitled to three (3) 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, 2012.

Class C. The Class C member shall be the Owner of Lot 165, Elk Ridge which is the assisted living facility, and the Owner of that Lot shall be entitled to six votes.

Class D. The Class D member shall be the Owner of Lot 1, Elk Ridge Replat 1, which is the independent living facility, and the Owner of that Lot shall be entitled to twelve votes.

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 the Properties, 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 and the recreational facilities and other amenities located on the Common Areas or elsewhere that are available to the members of the Association.
- 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 the Properties; and the protection and maintenance of the residential character of the Properties.

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 other recreational facilities that are available to the Association, and the enforcement of the rules and regulations relating to the Common Area or relating to other recreational facilities.
- B. The landscaping, mowing, watering, maintenance, repair and replacement of Common Area and Median Islands.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Amended and Restated 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 coverage 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 Amended and Restated 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 Declarants and Consenting Parties, for each Lot owned within the Properties, hereby covenant, 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, 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 and for the improvement and maintenance of the Common Areas and other recreational facilities that are available to the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarants, the maximum annual assessment for each Lot, except for the Non-Single Family Lots, shall be Five Hundred Dollars (\$500.00) per Lot, payable annually or in such other manner as determined by the Board of Directors of the Association.

- 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 by the Board of Directors of the Association provided that the annual increase does not exceed 10% above the annual assessment for the previous year.

- b. Any increase in the annual assessment that exceeds 10% above the annual assessment for the previous year must be approved by a majority vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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. Allocation of Annual Assessments. Notwithstanding anything herein to the contrary, the Association's levy of the annual assessment must be allocated as follows: twenty-five percent (25%) of the total levy for the Association shall be levied against the Senior Housing Property and seventy-five percent (75%) of the total levy for the Association shall be levied against the Single Family Residential Property. All annual and special assessments must be fixed at a uniform rate for each type of Lot except for the Non-Single Family Lots, and may be collected annually, monthly or such other periodic basis, as may be established by the Board. The aforementioned twenty-five percent of the total levy of the Association shall be allocated among the various lots within the Senior Housing Property in accordance with the directions of the Board of the Association unless the Owners of each and every lot within the Senior Housing Property have executed a written unanimous consent that specifies an allocation of the entire twenty-five percent against the Senior Housing Property and have delivered said executed unanimous consent to the Board a minimum of seven days prior to the meeting of the Board in which a levy of an annual assessment is to be considered.

Section 6. 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 one of the Declarants. 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 7. 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 ten percent (10%) 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 8. 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 9. Assessments on Duplexes and Villas. It is understood and agreed that as Members of the Association all of the Owners of the Lots on which duplexes and 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, paths, ways and green areas located on the Properties and, as such, every Owner of one-half of a duplex and every Owner of a villa is hereby obligated to pay all assessments levied by the Association for the maintenance and improvement of such Common Areas. A separate Villa Association may be organized solely for the benefit of the owners of duplexes and Villa Lots, which such villa association may assess additional assessments for maintenance and improvement of common areas or facilities developed specifically for the owners of all duplexes and Villa Lots, and the owners thereof agree to pay all such additional assessments as shall be levied by said villa association on said property from time to time.

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 Declarants as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Declarants (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. Concurrent with submission of the Plans, owner shall notify the Declarants of the owner's mailing address.

(ii) Declarants 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 Declarants. In this regard, Declarants intend that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarants determine 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, Declarants may refuse approval of the proposed Improvement.

(iii) 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 Declarants.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarants 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 Declarants, or to control, direct or influence the acts of the Declarants with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon the Declarants by virtue of the authority granted to the Declarants in this Section or as a result of any act or failure to act by the Declarants 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 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 shingles that have been approved in writing by the Declarants.

Section 4. Except for the Non-Single Family Lots, 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 shall be conducted on any Lot; however, under no circumstances shall the use of the Non-Single Family Lots as an assisted living facility or as an independent living facility or as any other multi-family residential facility of any kind or nature be considered a retail business activity. 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 Declarants, their 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, 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 Declarants, or if the Declarants have 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 Declarants. No chain link fences or vinyl covered chain link fences shall be permitted. 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.

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 eight (8) 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.

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, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside the Properties to any Lot.

In addition to the restrictions above, the Declarants 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 Declarants pursuant to the procedure set forth in Article VI, Section 3. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Declarants. In the event the Declarants 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 Declarants 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 Declarants. The Declarants may assign the right to architectural control under this Amended and Restated 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, Qwest Corporation, and any company which has been granted a franchise to provide cable television system within the Lots, Metropolitan Utilities District, Aquila, and Sanitary and Improvement District No. 521 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, Aquila, and the City of Elkhorn, 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 Qwest Corporation files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest Corporation 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 Qwest Corporation 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) Qwest Corporation 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 Amended and Restated 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 Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended by the Declarants, or by any entity designated by the Declarants, 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 Amended and Restated Declaration is recorded with the Register of Deeds in which the Properties is located. In addition, this Amended and Restated 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. Declarants, or their successors or assigns, may assign all or in part of their rights under the Declaration and under the Amended and Restated Declaration to any entity, including but not limited to the Association. Declarants, or their successors or assigns, may terminate their status as Declarants under the Declaration and under this Amended and Restated 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 Declarants, and such appointee shall thereafter serve as the Declarants with the same authority and powers as the original Declarants.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto executed this document on this _____ day of _____, 2006.

State of Nebraska)
) ss.
 County of Douglas)

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came PATRICK G. DAY, Manager of ELK RIDGE VILLAS, 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.



Lisa A. Naylon
 Notary Public

CONSENTING PARTIES:

SILVERCREST-ELK RIDGE ASSISTED LIVING, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of this Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

SILVERCREST-ELK RIDGE ASSISTED LIVING, LLC, a Nebraska limited liability company

By: Rockford Riverside LP

By: [Signature]

Title: Member

State of Nebraska)
County of Douglas) ss.

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Christopher Held, Member of SILVERCREST-ELK RIDGE ASSISTED LIVING, LLC, 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.



Lisa A. Naylon
Notary Public

ELK RIDGE INDEPENDENT LIVING, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of this Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

ELK RIDGE INDEPENDENT LIVING, LLC, a Nebraska limited liability company

By: [Signature]

Title: Manager

State of Nebraska)
County of Douglas) ss.

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Patrick Day, Manager of ELK RIDGE INDEPENDENT LIVING, LLC, 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.



Lisa A. Naylon
Notary Public

BLACKTIE BUILDERS, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

BLACKTIE BUILDERS, LLC, a Nebraska limited liability company

By: Donald Day
Title: V.P. member

State of Nebraska)
County of Douglas) ss.

On this 18 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Donald Day, VP, member of BLACKTIE BUILDERS, LLC, 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.



Lisa A. Naylon
Notary Public

ROCKBROOK BUILDERS, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of Oct, 2006.

ROCKBROOK BUILDERS, LLC, a Nebraska limited liability company

By: Joel
Title: President

State of Nebraska)
County of Douglas) ss.

On this 18 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Tim Louder, Pres of ROCKBROOK BUILDERS, LLC, 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.



Lisa A. Naylon
Notary Public

SUNSET BUILDERS, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

SUNSET BUILDERS, LLC, a Nebraska limited liability company

By: T. Hendrix

Title: Owner

State of Nebraska)
County of Douglas) ss.

** FILED: AS IS

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Todd Hendrix of SUNSET BUILDERS, LLC, 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.



Lisa A. Naylon
Notary Public

PRESTON HOMES, LLC, a Nebraska limited liability company, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

PRESTON HOMES, LLC, a Nebraska limited liability company

By: [Signature]

Title: Member

State of Nebraska)
County of Douglas) ss.

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Rob BURKE

Member of PRESTON HOMES, LLC, 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.



Lisa A. Naylon
Notary Public

GATEWAY HOMES, INC, a Nebraska corporation, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of Oct, 2006.

GATEWAY HOMES, INC, a Nebraska corporation

By: [Signature]

Title: CEO

State of Nebraska)
County of Douglas) ss.

**** FILED: AS IS**

On this 18 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Kevin Hebrner of GATEWAY HOMES, INC, a Nebraska corporation, 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 corporation.



Lisa A. Naylon
Notary Public

PREMIER CUSTOM HOMES, INC, a Nebraska corporation, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of Oct, 2006.

PREMIER CUSTOM HOMES, INC, a Nebraska corporation

By: [Signature]

Title: Pres. depts.

State of Nebraska)
County of Douglas) ss. ** FILED: AS IS

On this 13 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Michael Andrews of PREMIER CUSTOM HOMES, INC, a Nebraska corporation, 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 corporation.



Lisa A. Naylon
Notary Public

L AND L CUSTOM BUILDERS, INC, a Nebraska corporation, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 13 day of Oct, 2006.

L AND L CUSTOM BUILDERS, INC, a Nebraska corporation

By: Eric P. Lakeman
Title: Vice-President

State of Nebraska)
County of Douglas) ss. ** FILED: AS IS

On this 13 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Eric Lakeman of L AND L CUSTOM BUILDERS, INC, a Nebraska corporation, 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 corporation.



Lisa A. Naylon
Notary Public

G W TACKET, INC, a Nebraska corporation, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 12 day of OCTOBER, 2006.

G W TACKET, INC, a Nebraska corporation

By: [Signature]

Title: PRESIDENT

State of Nebraska)
County of Douglas) ss.

**** FILED: AS IS**

On this 12 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Gary Tacket of G W TACKET, INC, a Nebraska corporation, 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 corporation.



Lisa A. Naylon
Notary Public

DIAL REALTY DEVELOPMENT CORP., a Nebraska corporation, hereby consents to all of the terms of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Amended and Restated Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 18 day of OCT, 2006.

DIAL REALTY DEVELOPMENT CORP., a Nebraska corporation

By: [Signature]

Title: President

State of Nebraska)
County of Douglas) ss.

On this 18 day of OCT, 2006, before me, a Notary Public in and for said county and state, personally came Christopher Held Pres. of DIAL REALTY DEVELOPMENT CORP., a Nebraska corporation, 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 corporation.



Lisa A. Naylon
Notary Public

Melvin Sudbeck Homes, a Nebraska Corporation, hereby consents to all of the terms of this Declaration of Covenants, Conditions, Restrictions and Easements and further consents to the recording of said Declaration in the office of the Register of Deeds for Douglas County, Nebraska.

Dated this 19 day of Oct, 2006.

Melvin Sudbeck Homes
a Nebraska Corporation

By: Melvin

Title: Pres Melvin Sudbeck Homes

State of Nebraska)
County of Douglas) ss.

On this 19 day of Oct, 2006, before me, a Notary Public in and for said county and state, personally came Melvin Sudbeck, Pres of Melvin Sudbeck Homes, a Nebraska Corporation, 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 Corporation.

Lisa A. Naylor
Notary Public



Exhibit A

Lots 5 through 106, inclusive, 114, 115, 126 through 137, inclusive, and 165, and Outlots 3 and 5, all in ELK RIDGE, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. OC-10993

Lots 1 through 27, inclusive, and Outlot 1, all in ELK RIDGE REPLAT 1, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. OC-10995

Lots 1 through 22, inclusive, all in ELK RIDGE REPLAT 2, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. OC-10996