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FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LOTS 318 THROUGH 390 OF DEER CREEK SUBDIVISION KNOWN AS PHASE II VILLAS ON THE GREEN

THIS AMENDED AND RESTATED DECLARATION, made on the date herein set forth by EPIC HOMES, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property:

Lots 318 through 390, inclusive, and Outlot C, Deer Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, Epic Homes, L.L.C., a Nebraska limited liability company is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lots 318 through 390 of Deer Creek Subdivision known as Phase II Villas on the Green, filed for record in the office of the Register of Deeds of Douglas County, Nebraska on July 17, 2003 as Instrument No. 2003137176 (the "Declaration"), which governs Lots 318 through 390, inclusive, in Deer Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article XII, Section 2 of the Declaration, the Declarant reserved the right to amend the Declaration; and

WHEREAS, pursuant to the terms and conditions of Article XII, Section 2 of the Declaration, the undersigned Declarant is desirous of amending such Declaration in its entirety, it being the intention of the Declarant that the Declaration shall be and hereby is superceded and replaced in its entirety by this Amended and Restated Declaration Covenant, Conditions, Restrictions and Easements (the "Restated Declaration").

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restriction, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Committee" shall mean the Architectural Control Committee appointed by the Board of Directors of the Deer Creek Phase II Villas on the Green Homeowners Association, a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to the Deer Creek Phase II Villas on the Green Homeowners Association, a Nebraska non-profit corporation, its successors and assigns.

Section 3. "Common Properties" shall mean and refer to Outlot C, Deer Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and any other areas of land declared to be Common Properties in any Supplemental Declaration filed by Declarant pursuant to Article II of the Restated Declaration. All Common Properties shall be devoted to the exclusive common use and enjoyment of the Owners of the Properties.

Section 4. "Declarant" shall mean and refer to Epic Homes, L.L.C., a Nebraska limited liability company, its successors and assigns.

Section 5. "Living Unit" shall mean and refer to any building situated upon the properties designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded map or plat of the properties, upon which a Living Unit shall be built, or is proposed to be built, with the exception of the "Common Properties," as heretofore defined. The Lots subject to this Restated Declaration are described in the first WHEREAS paragraph above. Any Supplemental Declaration herein filed shall similarly reflect those Lots thereunder subject to this Restated Declaration, or otherwise legally describe the real property to become subject to the Restated Declaration.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Mortgagee" shall mean the holder or beneficiary of any mortgage, deed of trust or other security interest on or to any Lot or any improvements or fixtures thereon.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to all or any part, parcel or portion of a platted Lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "The "Properties" shall mean and refer to all such properties as are subject to the Restated Declaration or any Supplemental Declaration under the provisions of Article II hereof, which shall initially consist of Lots 318 through 390 inclusive, and Outlot C, Deer Creek, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 11. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provisions of Article II hereof which shall subject additional real estate to this Restated Declaration.

Section 12. "Tree" shall mean and refer to any specie of tree larger that one (1) inch diameter at chest height.

Section 13. "Water Feature" shall mean and refer to the water fountain, well, gazebo, pumps and other equipment located on the Common Properties.

ARTICLE II

PROPERTY SUBJECT TO RESTATED DECLARATION

The Properties shall be held, transferred, sold, conveyed and occupied subject hereto. Declarant shall incorporate the Association. The Association shall have the right at any time subsequent to the filing of this Restated Declaration, to add, annex and subject additional land in Douglas County, Nebraska to this Restated Declaration by filing in the Office of the Register of Deeds of Douglas County, a written instrument duly executed and acknowledged by the Association, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require written instruments signed by not less than two-thirds (2/3) of the membership in the Association. Any real property thereby subjected to this Restated Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Restated Declaration.

ARTICLE III

MEMBERSHIP

Declarant, and every Owner as defined in Article I, Section 9, under this Restated Declaration shall be a member of the Association. No Owner shall have more memberships than the number of Lots owned by such Owner. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot or Lots shall be the sole qualification for membership. The foregoing is not intended to include persons or entities (such as a lender or lien holder) who hold an interest merely as security for the performance of an obligation.

ARTICLE IV

VOTING RIGHTS

Members (Owners) 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 among themselves determine, but in no event shall more than one vote be cast, then they be deemed to have abstained from the vote, but they shall be deemed to have participated for purposed of any required quorum.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, subject to Section 7 of this Article, and each Owner of any Lot, except those exempt under Section 9 of this article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (i) annual assessment or charges; and (ii) special assessments for capital improvements; such assessments to be established and collected as herein 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 continuing lien upon the Lot against which each such assessment is made. All subsequent purchasers shall take title to the Lot subject to said lien and shall be bound to inquire to the Association as to the amount of any unpaid assessments. 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 Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and recreation of the residents of the Properties and, in particular, annual assessments shall be used for providing insurance coverages upon any Common Properties as herein set forth; basic yard care and maintenance for each Lot, removal of snow from the front sidewalks and driveway of each Lot, trash pickup for each Lot, and mowing for each Lot and maintenance and operational costs of any improvements located on the Common Properties, including but not limited to, the Water Feature, to the extent the Association elects to provide any of the foregoing services from time to time. Annual assessments, and annual assessment reserves, are not intended to be used for maintenance (other than yard care, snow removal or the Common Properties if the Association elects to provide the same), or repair or replacement of the Living Units.

Section 3. Annual Assessment. Until January 1, 2004, the maximum annual assessment shall be ONE THOUSAND FIVE HUNDRED and No/100 Dollars ($1,500.00) per Lot, payable monthly in twelve (12) equal installments of $125.00 each, subject to adjustment as hereinafter set forth:

(a) From and after January 1, 2004, the annual assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2005, the annual assessment may be increased above ten percent (10%) of the annual assessment for the previous year by a vote of not less than two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors must fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that 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 any Common Properties, including fixtures and personal property related thereto, provided that any such

assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be delivered either personally or by mail to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of all the votes. If the required quorum is not present, a third meeting may be called subject to the same notice requirements, and the required quorum at the third meeting shall be one-fourth (1/4) of all votes. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. 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 June, 2003, EXCEPT THAT SUCH ASSESSMENTS SHALL NOT BE APPLICABLE TO ANY LOT OWNED BY THE DECLARANT UNTIL JANUARY 1, 2008. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Association's fiscal year shall be the calendar year. The Board of Directors shall adopt a budget for each fiscal year, which shall include the estimate of funds required to defray the expenses of the Association in the coming fiscal year and provide funds for reserves as herein set forth. The budget shall be adopted by no later than November of each year immediately preceding the upcoming fiscal year, and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, preceding the fiscal year for which the budget is made. Budgets may be amended during a current fiscal year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of same to Owner shall not apply to any budgeting for any period prior to January 1, 2004.

The Board of Directors shall fix the amount of annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association, which shall coincide with the annual assessment period commencing at 12:01 a.m., on January 1 of each year and terminating at 12:00 midnight on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

The Association shall, upon written request, and upon payment of a reasonable administrative charge as determined by the Association from time to time, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specific Lot have been paid . Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner, The Lien; Remedies of the Association. If any assessment, or any installment thereof, or any other amount due by an Owner pursuant to this Restated Declaration, is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein after provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period.

Any delinquent assessment, payment or installment thereof not paid within thirty (30) days after the due day shall bear interest from the due date at an annual rate equal to the "Prime Rate" as published from time to time in the Midwest Edition of The Wall Street Journal, plus five percent (5%), or highest contractual rate permitted by law, whichever is less; provided, if the "Prime Rate" cannot be obtained for any reason from The Wall Street Journal, then the interest rate on delinquent assessments shall be sixteen percent (16%) per annum, or the highest contractual rate permitted by law, whichever is less. In the event the unpaid assessment is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of any Common Properties or abandonment of his Lot. The Mortgagee of the subject property shall have the right to seasonably 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 rights of foreclosure.

Section 9. Exempt Property. Other than Lots exempt under the provisions of Section 7 of this Article, all Lots shall be subject to a uniform rate, except for Lots owned by or conveyed to, and accepted by, any political subdivision of the Federal, State or any local governments, and Lots owned ;by or conveyed to, and accepted by, the Association. Such Lots shall be exempt from assessment from and after the date of filing of any such conveyance with the Register of Deeds of Douglas County, Nebraska, and until the Lot is thereafter conveyed to a party or an entity not qualifying for exemption under this Section. Such Lots shall also be exempt from special assessments.

Section 10. Subordination of the Lien to Mortgages. 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 lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish with respect to the subject Lot, only, the lien of such assessments as to payments which became due prior to such sale or transfer, but the Owner at the time the delinquent assessments were incurred shall remain personally liable for payment of the same. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due, or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the Association shall appoint three (3) or more persons to serve as Architectural Control Committee ("the Committee"). The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee.

(a) Structures. No structures, whether residences, accessory building, tennis courts, swimming pools, swing sets, play equipment, antennae (on a structure or on a Lot), flag poles, fences, walls, driveways, patio, patio, enclosures, house numbers, or any other such improvements, shall be constructed or maintained upon any Lot, nor shall any grading or excavation be commenced unless complete plans, specifications, grading plans, landscape plans and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure platted horizontally and vertically, the location and size of driveways, the detailed plan of landscaping (including the species and location of all trees, shrubs and ornamental plantings and beds), fencing, walls and windbreaks, and the grading plan all shall have been submitted to and approved in writing by the Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Committee. The Committee shall have such other powers and duties as set forth in this Restated Declaration, the By-Laws of the Association and as delegated by the Board of Directors.

(b) Review Procedures. After submission of such plans and requests, the Committee shall make due consideration thereof in light of the restrictions in Article VII below and shall approve or disapprove all plans and requests in writing within thirty (30) days after submission. In the event the Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee members is required for approval of proposed improvements.

(c) Tree Removal. No tree upon the Lot of an Owner may be moved, removed, out or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut or destroyed and the reason therefore, together with the size and specie of the tree to be planted to replace the same, shall have been submitted to and approved in writing by the Committee.

(d) Tree Removal Procedures. After submission of such tree removal and replacement plans and requests, the Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within thirty (30) days after submission. In the event the Committee fails to take any action within thirty (30) days after tree removal requests have been submitted, said submitted plans shall be

deemed disapproved. A majority vote of the Committee members is required for approval of proposed tree removal plans.

Section 3. Guidelines and Restrictions. All exterior front and side walls of all main residential structures not covered by brick, stone, stucco or other approved materials, must have the color approved by Declarant. All exterior painting will be of an earth tone color and any repainting or changing of color or repainting of any Living Unit shall be consistent with the approved original plans and specifications for the Living Unit and shall not be done without the prior affirmative approval by the Committee. Driveways for each Living Unit shall be concrete. Except for any fence or gate Declarant or the Association may elect to install along the boundary of the Deer Creek Phase II Villas on the Green, and except as permitted in Article VII, Section 1(o) below, no fences shall be allowed. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, vinyl, or other material approved in writing by Declarant. All other external materials of any Improvement shall be of white, off-white or earth-tone, wood/railroad tie walls will be allowed. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with existing surroundings and structures.

Section 4. Records. The Committee shall maintain written records of all applications submitted to it, the dates submitted, and of all action it takes in reference thereto and the dates such action is taken.

Section 5. Liability. The Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, delay or disapprove by the Committee of any plans or requests for approval hereunder shall in no way render the Committee of the Association liable for the sufficiency of such plans or requests or the failure of the same to comply with any covenants, restrictions, laws, ordinances, regulations, structural standards or design standards, the same being the obligation and responsibility solely of the Owner of the Lot for which the approval or disapproval would be applicable.

ARTICLE VII

COMMON SCHEME COVENANTS AND RESTRICTIONS

Section 1. The following covenants and restrictions are imposed as a common scheme upon all Lots for the benefit of each other Lot, and may be enforced by Owner of Lot, or the Association.

(a) No Lot shall be used except for single family residential purposes for occupancy by the Owners and their immediate family and guests, and any domestic staff. Living Units shall be limited to ranch style homes, only, and walk-out basements shall be permitted only on Lots where the designed grade of the Lot is appropriate. No house or room rentals, or paid boarding, shall be allowed under any circumstances.

(b) No noxious 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. No floodlights for outdoor areas shall be installed or used.

(c) No structure of a temporary character, trailer, modular home, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence, either temporarily or permanently.

(d) Living Units shall not be moved from outside of the Properties to any Lot within this addition.

(e) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operation, during which time such items shall be kept to a minimum and shall be properly contained within the boundaries of said Lot. No repair of automobiles will be permitted outside of garages on any Lot at any time.

(f) No boat, camping trailer, motor home, recreational vehicle, bus, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading construction or excavating equipment (except as reasonably necessary during construction or repairs on a Lot or its improvements) or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

(g) Except for the purpose of controlling erosion on vacant Lots, no field crops or vegetables shall be grown upon any Lot at any time, however, well-maintained flower and ornamental gardens are permitted, subject to Committee approval and four (4) foot maximum height restriction on plants other than trees, shrubs or vines.

(h) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit and complies with applicable laws and codes. No garbage or trash can container or fuel tank shall be permitted to remain outside of any Living Unit unless completely screened from view from every street and from all other Lots in the Deer Creek Phase II Villas on the Green. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Living Unit except when in actual use unless completely screened from view from every street and from all other Lots in the addition. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any Living Unit at any time. Any exterior air conditioning condenser unit shall be placed in the rear or side yard so as not to be visible from the street.

(i) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the Living Unit may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that the total number of dogs and cats kept within the Living Unit or on the Lot shall not exceed two. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the Living Unit except for the single dog house permitted in Article VII, Section 1(j). Only one free-standing bird feeder and bird bath shall be allowed per Lot, subject to Committee approval.

(j) No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house shall be

permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Committee using the provision set forth in Article VI.

(k) No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered. Placed or permitted to remain on any Lot, except that typical real estate for-sale signs of a size no greater than 4.5 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale.

(l) Exposed portions of the foundation on the front of each Living Unit facing any street are to be covered with brick or imprinted brick/painted and exposed portions of the foundation on the sides and rear of each Living Unit shall be painted imprinted brick on poured foundation.

(m) A Living Unit and any permitted outbuildings shall have "Weathered Wood" Presidential Shake Celotex shingles approved by the Declarant or the Committee or earth-tone tile or slate.

(n) All Living Units shall have indoor garage space for a minimum of two automobiles, and shall have driveway space for a minimum of two automobiles. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement be needed, the repair or replacement shall also be concrete. No asphalt overlay of driveway approaches will be permitted. A public sidewalk shall be constructed of four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each former Lot. The sidewalk shall be placed four (4) 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; provided, however, this sidewalk provision shall vary to comply with any requirements of the City of Omaha.

(o) No fences shall be allowed except as required by applicable code for a swimming pool enclosure, in which case the fence must be wrought iron and shall be confined to the perimeter of the patio and/or deck surrounding the pool.

(p) A Living Unit on which construction has begun must be completed within one (1) year from the date the foundation was dug for said Living Unit. Appropriate erosion control measures shall be employed at all times during construction and until proper sod and vegetation has been established to control same. No Owner shall remove or alter any berms, slopes or swales established by Declarant in the grading and drainage design for the Properties.

(q) No use shall be made of any Common Properties which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over any Common Properties.

(r) No Owner, other than the Declarant, and Declarant's successors and assigns, shall place any structure whatsoever upon any Common Properties, nor shall any Owner

engage in any activity which will temporarily or permanently deny free access to any part of any Common Properties to all members.

(s) The use of any Common Properties shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(t) Swimming pools shall not extend more than one (1) foot above the surrounding grade, and above-ground swimming pools shall not be allowed under any circumstances. Outdoor spas must be either in the ground or enclosed within a deck, and no "portable" spas will be allowed.

(u) No basketball hoops or backboards shall be erected or installed on any Lot or Living Unit. Any other playground equipment shall be limited to the rear yard of any Living Unit and shall be subject to stringent review and approval by the Committee.

(v) No exterior television or radio antenna or disc greater than 18'x24' in size shall be permitted on any Lot other than in an enclosed structure hidden from public view.

(w) 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.

(x) Each Owner must install an approved automatic yard sprinkler system at the time of construction of a Living Unit on the Owner's Lot, at Owner's expense, and if the Association has or is establishing a central yard sprinkler control and water supply system, the Owner's sprinkler system shall be connected at Owner's expense to that system. If an Owner's sprinkler system is connected to a central system operated and controlled by the Association, then the Association shall provide maintenance for each Owner's sprinkler system (provided it has been properly installed and conforms to the standards and specifications established by the Association from time to time): otherwise each Owner shall properly operated and maintain the yard sprinkler system for that Owner's Lot as appropriate for the season, at the Owner's sole expense.

(y) Once a landscape plan has been approved by the Committee for a Lot, the Owner shall be responsible for installing as soon as seasonably possible after the Living Unit is substantially completed and maintaining the approved landscaping and all vegetation called for in the same at all times in good, proper and healthy condition, including proper trimming, pruning and removal of any dead or diseased material, and promptly replacing any dead or diseased plants or vegetation with healthy plants or vegetation of the same species and of appropriate size and maturity, which shall in no event be less than the size and maturity at the time the vegetation being replaced was first planted on the Lot. All Lots shall be fully sodded at the time of completion of the Living Unit.

(z) Each Owner shall at all times keep and maintain the exterior of its Living Unit, Lot and any related improvements in good and neat condition and repair including, but not limited to, repainting, residing, re-roofing and sealing and resurfacing of driveways, as needed and in a timely manner.

Section 2. The restrictions set forth in subparagraphs (a) and (k) of Section 1 shall not apply to Declarant, its successors or assigns, during the period in which Declarant is selling and constructing Living Units on the Lots.

ARTICLE VIII

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

Section 1. Coverage. The Association shall obtain and maintain in effect for the improvements upon any Common Properties, one or more policies of insurance against the perils of fire, lightening, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by such peril, without deduction for depreciation (if such replacement value coverage is available at a cost deemed reasonable by the Board of Directors). Such coverage shall include "contents coverage." The Association shall obtain and maintain in effect public liability insurance in such limits ass determined from time to time by the Board of Directors, but in no event less than $500,000/$1,000,000/$100,000, covering any Common Properties with the Association, Board, its employees and agents as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined to be appropriate from time to time by the Board.

Section 2. Valuation and Coverage Amount. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a casualty company or otherwise of the full replacement of the improvements on any Common Properties, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Article.

Section 3. Liability of Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage carried on or with respect to any Common Properties, or obtained in settlement of the insurance claim nor the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

Section 4. Homeowner's Insurance. Each Owner shall at all times keep its Living Unit and Lot insured for its full insurable value against fire and other casualty ("all risk" coverage) and shall carry public liability insurance in amounts which are not less than the amounts carried from time to time by the Association. Each Owner shall provide poof that such insurance coverages are in effect upon request by the Association.

ARTICLE IX

RESIDENTIAL LOT RESTRICTIONS AND EASEMENT AS RELATED TO GOLF COURSE

All Lot owners hereby acknowledge that certain of the Lots may not have an unobstructed view, or may not have any view at all of the Golf Course to be constructed on Lots 318 through 390 Phase II Villas on the Green, (hereinafter "Golf Course" or Golf Course Lots"), and that the right of privacy appurtenant to each Lot shall be subject to such disruption and invasion, by noise,

windblown debris and the like, as is normally associated with Golf Course construction/maintenance, grass mowing, equipment maintenance and use.

Section 1 Assumption of Golf Course Risks. By acceptance of a deed to a Lot, each Owner acknowledges that owning property in Deer Creek Phase II Villas on the Green is subject to each of the following risks and that the Owner assumes each of these risks: (i) the risk of damage to property or injury to persons or animals from golf balls hit on or over an Owner's Lot or other portions of the Properties; (ii) the entry by golfers onto Owner's Lot or other portions of the Properties to retrieve golf balls; (iii) overspray in connection with the watering or fertilizing of the roughs, fairways and greens on the Golf Course; (iv) noise from Golf Course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) disturbance and loss of privacy resulting from golf course maintenance, golf maintenance, golf cart traffic and golfers. Additionally, each Owner acknowledges and understands that pesticides and chemicals may be applied to the Golf Course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course.

Each Owner expressly assumes such detriments and risks and agrees that neither Declarant, the Golf Course Owner, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns shall be liable to the Owner or occupant of any Lot, or any family member, guest, employee or agent, or anyone else claming any loss or damage, including without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or residence to the Golf Course. Each Owner shall indemnify and hold harmless Declarant, and the Golf Course Owner, and their successors and assigns against any and all such claims by Owner's family members, invitees or agents. The Owner's foregoing indemnity obligations shall not exceed the amount of liability insurance maintained by the Owner at the time the event occurred that gave rise to the Owner's indemnity obligations.

Section 2. Appearance of Golf Course. Each Owner acknowledges, understands and agrees that no Owner shall have the right to compel the Golf Course Owner to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements shall be determined in the sole discretion of the Golf Course Owner.

Section 3. Golf Course Easements. There is reserved for the benefit of the Golf Course Owner, and its successors and assigns, a nonexclusive right and easement appurtenant to the Golf Course as the dominant tenement over each Lot as the servient tenement for purposes of overspray in connection with the watering and fertilizing of the roughs, fairways, tees and greens on the Golf Course and for the intrusion of golf balls onto or over the servient tenement from the roughs, fairways, tees and greens of the Golf Course. Any person for whose benefit the right and easement for overspray and intrusion is reserved shall not be liable to occasioned by the intentional act of such person. The right and easements reserved by this section shall be for the benefit of the Golf Course Owner, its successors and assigns and for the benefit of their employees, contractors, agents, invitees, licensees and all persons playing the Golf Course, (collectively referee to as "Beneficiaries").

Section 4. Prior to commencement of any construction activities on any Lot which is adjacent to one or more of the Golf Course Lots, a silt fence must be installed in a trench constructed

along all boundary lines of such Lot which is adjacent to the Golf Course, so as to prevent any run off of silt or other erosion from such Lot onto the Golf Course property.

ARTICLE X

PROPERTY RIGHTS IN ANY COMMON PROPERTY

Section 1. Owner's Easements of Enjoyment. Every Owner and/or Member of the Association shall have a right and easement of enjoyment in and to any Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and rights to the use of any Common Properties by an Owner for any period during which any assessment against his Lot remains unpaid for a period not to exceed sixty (60) days or for any infraction of its published rules and regulations.

(b) The right of the Association to withhold the provision of services to any Owner or any Lot, including but not limited to basic yard care and maintenance, snow removal, trash pick up and mowing, for any period during which any assessment against his lot remains unpaid for a period not to exceed sixty (60) days or for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or part of any part of any Common Properties, subject to any then existing ingress and egress requirements in connection therewith, to any public agency, non-profit corporation (to use for purposes similar to those for which the Association was formed), authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners and/or Members of the Association and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owner not less than thirty (30) days or more than sixty (60) days in advance. Declarant, or its assigns, shall have the right at any time to use so much of any Common Properties as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not unreasonably interfere with the Owner's use and reasonable access to any Common Properties, nor with their right of ingress or egress to their homes. This shall not be construed as limiting the right of the Association, without a vote of the Owners, to grant reasonable and necessary water, telephone, cable, sewer and utility easements within any Common Properties to served or enhance service to the Properties by the same.

(d) The right of the Association to borrow money for the purpose of improving any Common Properties and facilities and, in aid thereof, to mortgage any Common Properties and facilities, which mortgage shall be subordinate to the rights of the Owners hereunder.

(e) The right of the Association to charge reasonable admission and other fees for the use of any Common Properties by Members and by guests of Members.

(f) The right of the Association, through its Board of Directors, to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of any Common Properties for the welfare and common good for all Owners within the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment of any Common Properties and facilities, together with any other right, license,

privilege or easement conferred upon such Owner by this Restated Declaration, to the Members of his family, his tenants, guests or contract purchasers who actually reside on such Owner's Lot.

Section 3. Title to the Common Properties. The Declarant will convey a fee simple title to any Common Properties owned by Declarant to the Association, free and clear of all encumbrances and liens, except easements, right-of-way, restrictions, covenants, and conditions then of record. Any Common Properties may be conveyed by the Declarant to the Association prior to the sale of the twenty-fifth (25th) Lot by Declarant, and shall be conveyed by Declarant to the Association prior to the sale of the twenty-fifth (25th) Lot by Declarant.

ARTICLE XI

EASEMENTS

Section 1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, US West Company, and any company which has been granted a franchise to provide a cable television system or telephone service within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 405 of Douglas 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 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 an eight (8) foot wide strip of land abutting the rear boundary lines of al Lots.

Section 2. A perpetual easement is further reserved for the Metropolitan Utilities Company, 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 thereon pipes, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac street; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementsways 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.

Section 3. All easements along side lot lines shall be automatically released in the lots ajoining both side of the side lot line(s) or portion of such lots are under common ownership and one Living Unit is constructed on all such lots.

Section 4. Other easements are provided for in the final plat of Deer Creek Phase II Villas on the Green Subdivision, which is filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restriction of this Restated Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Restated Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Restated Declaration is recorded, at which time this Restated Declaration shall automatically renew for consecutive terms of ten (10) years each unless the Owners of at least two-thirds (2/3) of the Lots vote to have this Restated Declaration terminate at the end of the initial thirty (30) year term or any subsequent ten (10) year renewal term next following any such vote.

Section 2. Amendments. The covenants and restrictions of this Restated Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion, until such time as the Declarant has conveyed fee simple title to twenty-five (25) of the Lots. Thereafter this Restated Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots covered by this Restated Declaration. Written notice of any proposed amendment and a meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendments so adopted and executed must be properly recorded.

Section 3. Notices. Any notice required to be sent to any Member, Owner or Mortgagee under the provisions of this Restated Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; provided, that is shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing of its interest in a Lot prior to the responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Limited Liability. In the event the Association elects to provide any care or maintenance for the Lots or the exterior of the Living Units, such as, but not limited to, yard and landscape care and snow removal. Each Owner shall nevertheless remain primarily responsible for keeping its Lot and Living Unit in good and safe repair and condition and shall indemnify and hold harmless the Declarant, the Association, the Board and any contractor hired by them to provide such services, from any liability, damage, claim or injury to person property suffered as a result of the

existence of any defective, hazardous or unsafe condition on or about the Lot, except where the defective, hazardous or unsafe condition was actually created (as opposed to being allowed to exist passively) on or about the Lot of an Owner as a result of the negligent or wanton acts of one of the Association, the Board or any contractor hired by one of them. Neither the Declarant, the Association nor the Board shall be liable or responsible for the acts of the other nor shall they be liable or responsible for the acts of any independent contractor which may be hired from time to time to provide any such services. In the event the Association elects to provide snow removal services for the sidewalks and driveways to any Living Unit, this service shall not include any obligation to remove or prevent the accumulation of ice or hard packed snow, and it shall be the obligation solely of the Owner of each lot to apply salt, sand and/or other appropriate deicer to any such areas as the Owner deems necessary or appropriate to comply with obligations imposed by law on an owner of property to prevent injury or damage from unsafe or hazardous conditions on or about the property.

Section 7. Declarant's Successor. At any time Declarant shall have the absolute right to transfer all of Declarant's rights and obligations under this Restated Declaration to the Association by conveying title to any Common Properties to the Association and by signing and recording with the Douglas County Register of Deeds a notice of transfer pursuant to this section, after which time the Association shall be deemed to be the Declarant for all purposes under this Restated Declaration and any supplements, addenda or amendments hereto, and the first named Declarant shall thereupon have no further rights or obligations hereunder, except, as an Owner if and to the extent said Declarant thereafter continues to own one or more Lots.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 24 day of November, 2003.

EPIC HOMES, L.L.C., a Nebraska limited liability company

By: Leonard a Becker
Leonard Becker, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of NOVEMBER, 2003, before me, a Notary Public duly commissioned an qualified in and for said county and state, personally came Leonard Becker, President of Epic Homes, L.L.C., to me personally know to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

GENERAL NOTARY - State of Nebraska
PATRICK G. BADIE
My Comm. Exp. Sept. 24, 2006

Patrick G. Badie
NOTARY PUBLIC

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