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DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF EAGLE HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation ("Declarant").

PRELIMINARY STATEMENT

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

> Lots 269 through 395, inclusive, in Eagle Hills, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

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

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use in connection with a common facility, church or park.

2. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("disc"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, including landscaping, 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

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grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans, grading plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Eagle Hills subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed on Lots adjacent to the Golf Lots shall be consistent with the architecture of the houses constructed in the Eagle Crest subdivision in Sarpy County, Nebraska. The architecture of the residential structures constructed on all Lots not adjacent to the Golf Lots shall be consistent with the architecture of the homes constructed in the Eagle Ridge subdivision in Sarpy County, Nebraska. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(c) 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 not to be approved by Declarant.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. 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, asphalt 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 asphalt shingles or other material approved in writing by Declarant, provided that hardboard, pressed wood, bonded wood, and the like will not be approved by Declarant for coverage of any roof.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or

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unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots, or to model homes approved by Declarant which are maintained by builders.

5. No exterior television or radio antenna or dish of any type shall be permitted on any lot. Notwithstanding the foregoing, an antenna or dish that is designed to receive over-the-air programming signals, that does not exceed one meter in diameter, and that is attached directly to the residence, may be permitted, provided that the location and size of the proposed antenna or dish is first approved by the Declarant, or its assigns.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. 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.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) except that during the months of May through September vehicles may be parked in the driveway only. 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 semitractors/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.

8. No outside trash or garbage pile, burner, or incinerator shall be erected, placed or permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. 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 clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence. No firewood storage shall be maintained on any lot in excess of two (2) cords and only in the rear yard on a flat.

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 front line of a main residential structure unless written approval is first obtained from Declarant. 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.

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.

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 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 provision shall vary to comply with any requirements of the City of Papillion, Nebraska.

12. No swimming pool may extend more than one foot above ground level.

13. 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 constructed for two (2) dogs shall be permitted;

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provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or their assigns. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view. No livestock or agricultural-type animals shall be allowed in Eagle Hills subdivision, including pot-bellied pigs.

14. 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 eight (8) inches.

15. No temporary structure of any character, and no carport, detached basement, tent, trailer, modular house, outbuilding, storage or tool shed, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An Owner may erect a swing set, playground equipment, pool house, or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structures, dwellings, or modular housing improvements shall be moved from outside Eagle Hills to any Lot.

16. At the time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least two deciduous tree with a minimum trunk diameter of one and one-half inches at a height of five feet; such tree to be located in the front yard at least ten feet from the front Lot line.

17. Owners of Lots with a common boundary with the Golf Lots, as hereinafter defined, shall install and maintain siltation fences until their Lots are sodded, which siltation fences shall be installed in a manner which will eliminate or substantially reduce erosion and run-off of soil onto the Golf Lots. Declarant shall have the right to require the owners of Lots to install and maintain the siltation fences in such locations, configurations, and designs as the Declarant may determine appropriate in its sole and absolute discretion.

18. No rear yard fences, hedges or mass plantings shall be permitted in or on Lots with a common boundary with the Golf Lots, as hereinafter defined. This restriction shall not restrict the planting of trees in the rear yard area which are no closer than ten (10) feet to the rear lot line. As for those Lots which do not have a common boundary with Golf Lots, all fences must be constructed of wrought iron or wood, or other type of material approved by Declarant, provided that no fence may be installed without the prior approval of the Declarant, and no fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.

19. Declarant makes no representation or warranty concerning soil compaction, buildable quality or bearing capacity of the soils on the Lots. It is the responsibility of each Owner to make appropriate tests to determine the buildable quality of the Lot. The final grade of Lots 307 through 328, inclusive (the "Bluff Lots"), must result in all surface water draining from the existing high point at the top of the bluff on such Lots to the public street abutting such Lot. No permanent structures with foundations may be constructed within the bluff conservation area as shown on Exhibit "A" attached hereto. With the exception of Lots 310 and 311, no swimming pools may be constructed on the Bluff Lots. The slope at the rear of the Bluff Lots may be subject to instability. Excessive irrigation could destabilize the slope and result in loss of yard area. Therefore, it is recommended that irrigation within seventy-five feet (75') of the slope of the Bluff Lots should be carefully controlled and limited only to the amount necessary to sustain vegetation. Declarant strongly recommends that the Owner of each of the Bluff Lots consult with an engineer or geotechnical expert with respect to improvements constructed on the Bluff Lots and landscaping of the Bluff Lots. The Owners of the Bluff Lots shall be solely responsible for taking all reasonable and appropriate measures to prevent sloughing of their Lot.

ARTICLE II.
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant expects that a golf course and related amenities and facilities will be constructed, operated and maintained on Lots 1 through 4, inclusive, Eagle Hills, which property has a common boundary with certain of the Lots (the property on which such golf course is constructed shall be referred to herein as the "Golf Lots"). Declarant anticipates that the proximity of the Lots to the Golf Lots will enhance the desirability and value of the Lots to purchasers and their successors and assigns. However, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Lots onto the Lots; and (ii) normal operation and maintenance of the golf courses will involve operation of mowers and other power equipment during the evening and early morning hours.

2. The Declarant hereby declares, grants and establishes perpetual easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion of errant shots onto the Lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

3. The easements granted in this Article are for the use and benefit of the owner of the Golf Lots, its successors and assigns in ownership of the Golf Lots, and any lessee, licensee, permittee or invitee of the owner of the Golf Lots, further including the City of Papillion (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or driving range on the Golf Lots, and any golfer who is duly authorized to play golf on the Golf Lots.

4. Neither Declarant nor any Grantee shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of a golf course or driving range on the Golf Lots. By accepting title to a Lot, each owner hereby covenants that it will not sue Declarant or any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All Owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the developer, the golf course designer, the golf course builder, the golf course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or location of the unit.

5. The Owner of the Golf Lots may from time to time change the configuration and layout of the golf courses or driving range on the Golf Lots. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no Owner of a Lot shall have any right to object to, or in any manner limit changes to the golf courses on the Golf Lots, and the easements granted in this Article shall remain fully effective as to all of the Lots after such changes.

6. Owners of Lots and their families, agents, licensees and invitees shall comply with all the rules and regulations of the operator of the Golf Lots relating to use of and play on the Golf Lots.

ARTICLE III.
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of EAGLE HILLS HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

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(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Eagle Hills. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Eagle Hills; and the protection and maintenance of the residential character of Eagle Hills.

2. Membership and Voting. Eagle Hills is divided into one hundred sixty-seven (167) separate single-family lots in Phase III (excluding Lots 73 and 74 which have been replatted as Lots 237 and 238 and which are part of Phase II), one hundred nine (109) separate single-family lots in Phase II and one hundred twenty-seven (127) separate single-family lots in Phase III (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

From time to time without the consent or approval of the Owners or Members, the Association may be expanded by Declarant to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Eagle Hills subdivision. Such expansions may be affected from time to time by Declarant's recordation with the Register of Deeds of Sarpy County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"). Upon the recording of an Subsequent Phase Declaration which expands the residential lots included in the Association, additional lots identified in the Subsequent Phase Declaration shall be included in the "Lots" for purposes of this Article III, and the Owners of the additional residential lots shall be members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Eagle Hills.

(c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(i) 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.

4. Mandatory Duties of Association. The Association shall maintain, paint, repair and replace any fence and/or signs which have been installed and facilitated by the Developer within Eagle Hills Subdivision in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or association liens.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien

for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

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

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

(a) Sixty and no/100 Dollars ($60.00) per Lot.

(b) In each calendar year beginning on January 1, 2004, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars ($200.00) per Lot.

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

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above. Notwithstanding any provision to the contrary herein, no Lots owned by the Declarant shall be subject to levy or assessment of dues and assessments.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

4

ARTICLE IV.
EASEMENTS

1. 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 Communications files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest Communications 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 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 Communications 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: (a) the Subdivision Improvement Date, and (b) Qwest Communications sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars ($450.00) for each unimproved Lot.

2. Other easements are provided for in the final plat of Eagle Hills which is filed in the Register of Deeds of Sarpy County, Nebraska, Instrument No. 2002-44661.

ARTICLE V.
GENERAL PROVISIONS

1. The Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration, provided, however, that amendment of Article II of this Declaration shall also require written approval by the Owner of the Golf Lots.

3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Eagle Hills subdivision and the owner requesting the waiver. Declarant's decision on any request, waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any request for waiver, modification or amendment.

4. The Declarant or its successor or assign, may assign the Declarant status hereunder to another person or entity by execution and recording of an Assignment and Assumption of Declarant status or may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon filing of a Notice of Termination of Status as Declarant, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

IN WITNESS WHEREOF, the Declarant have caused these presents to be executed this 27th day of JUNE, 2003.

EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation,

Michael F. Rogers, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2003, by Michael F. Rogers, President of Eagle Ridge Development Company, a Nebraska corporation, on behalf of the corporation.

Notary Public

GENERAL NOTARY-State of Nebraska
WALT SLOBOTSKI
My Comm. Exp. Aug. 30, 2004

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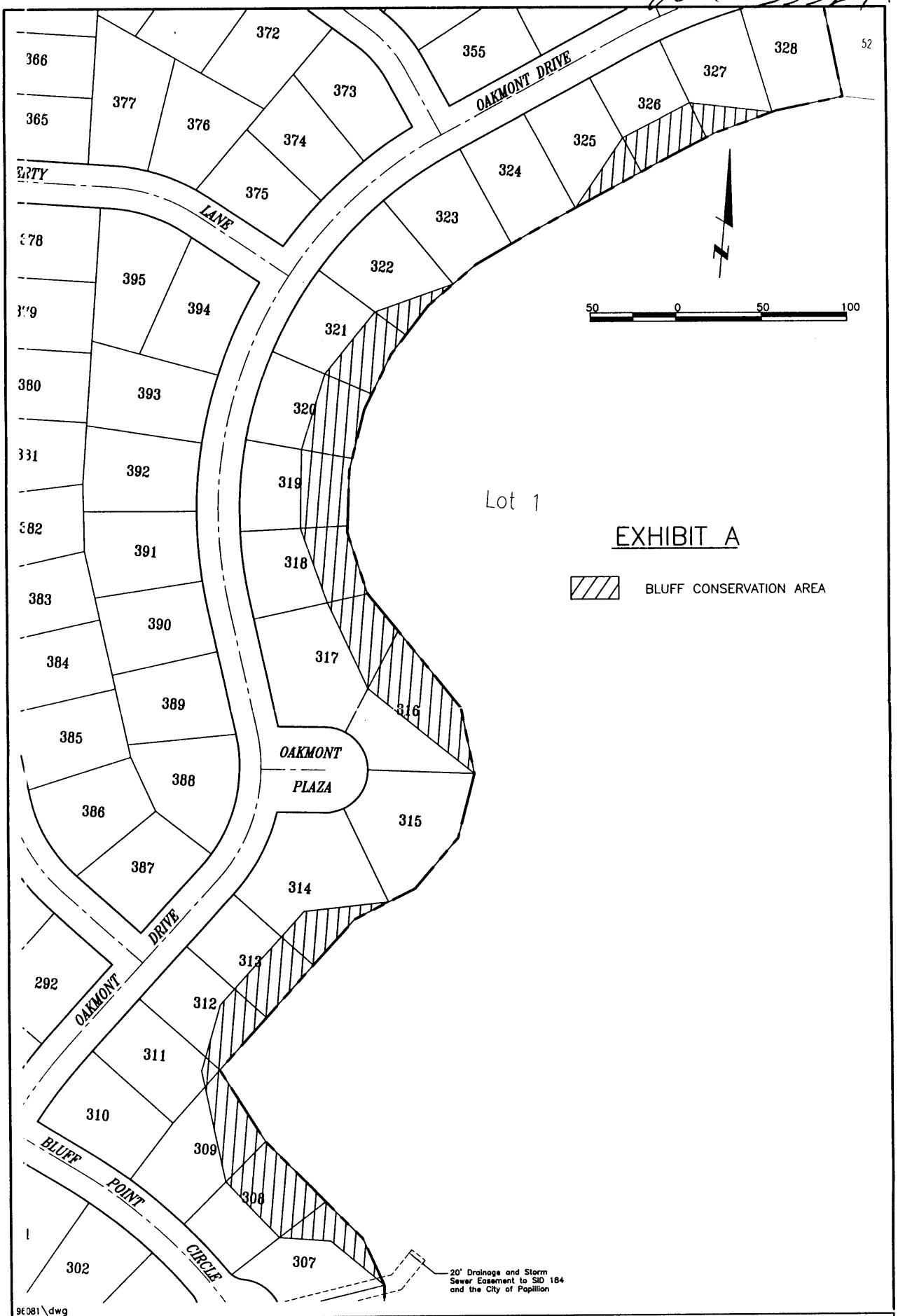

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date June 25, 2003
drawn by JMO
designer KAP

EAGLE HILLS
BLUFF CONSERVATION AREA