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SUBMITTED <u>CROKER, HUCK, KASHER, DEWITT</u>

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2014-04045**

2014 Feb 27 03:27:55 PM

*Sheryl J. Dondling*

REGISTER OF DEEDS



After recording, return to:  
John M. Prosocki  
Croker, Huck, Kasher, DeWitt  
Anderson & Gonderinger, L.L.C.  
2120 South 72nd Street, Suite 1200  
Omaha, Nebraska 68124

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DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF HIGHLANDS RIDGE, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by Oakwood Homes of Nebraska LLC, a Delaware limited liability company (the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 95, inclusive, Highlands Ridge, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots (and any "additional lots" which may hereafter become subject to this Declaration pursuant to Article II, Section 3 of this Declaration) are herein referred to collectively as the "Lots" and each individually as a "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Highlands Ridge, for the maintenance of the character and residential integrity of Highlands Ridge, and for the acquisition, construction and permanent and continuous maintenance of Common Areas and Common Area Improvements for the use and enjoyment of the residents of Highlands Ridge.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of Highlands Ridge. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or

acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. 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 single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by the Declarant, or its successors or assigns, for use as a Common Area, or as a church, school, park, or other nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna, satellite receiving station or disc, flag pole, basketball hoop, or any other external improvement, above or below the ground (any of which is herein referred to as an "Improvement") shall be constructed, reconstructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant as follows:

a. An Owner desiring to erect an Improvement shall deliver one set of construction plans, landscaping plans and plot plans to the Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Plans, the Owner shall notify the Declarant of the Owner's mailing address.

b. The Declarant shall review the Plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of Improvements constructed, or approved for construction, on the Lots. In this regard, the 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 the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Highlands Ridge and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If the Declarant determines that the proposed Improvement does not conform with the surrounding Improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Declarant may refuse approval of the proposed Improvement.

c. Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the 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 the Declarant by virtue of the authority granted to the Declarant in this Section 2 or elsewhere in this Declaration, or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed three stories in height.

4. The exterior siding of a residence shall be painted with a color approved by the Declarant, and all other materials used on the exterior of a residence shall be approved by the Declarant. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale." No Lot shall be used in any way for any purpose that may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. No business activities of any kind, other than home occupation businesses allowed by the zoning ordinances of the City of Gretna, shall be conducted on any Lot. Provided, however, this Section 5 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant, its agents or assigns, during the construction and sale of the Lots and the construction and sale of residences on the Lots.

6. No exterior television, broadcasting, or radio antenna or disc larger than 18" in diameter or diagonal measurement shall be permitted on any Lot other than in an enclosed structure hidden from public view. The foregoing notwithstanding, any earth station, satellite dish, or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, or binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such statute, regulation or order.

7. 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 (other than in an enclosed structure); nor shall vehicles, or parts of vehicles, which are unlicensed or otherwise offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. Any and all vehicles parked within the neighborhood must be in running condition with all tires inflated. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except non-commercial vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors, semi-tractors/trailers, or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential

dwelling or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

9. No incinerator, trash burner or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up 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. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens shall be permitted only in rear yards.

10. 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.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by the Declarant, any fence on any of Lots 1 through 39, Highlands Ridge, inclusive, shall be composed of wrought iron or black vinyl (with a wrought iron appearance). Unless other materials are specifically approved in writing by the Declarant, any fence on any of Lots 40 through 95, Highlands Ridge, inclusive, shall be composed of white vinyl. No chain link fencing shall be permitted on any Lot (provided that the Declarant or the Association may install a chain link fence around the retention basis located on Outlot A, Highlands Ridge). No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. If a perimeter fence is constructed by the Declarant anywhere along the outer boundary of the Lots, each Owner shall, at the Owner's sole expense, maintain such portion of such fence as may be located on such Owner's Lot, provided that if any Owner fails to provide satisfactory maintenance, the Association may, at its option, provide any necessary maintenance or repair to such perimeter fence and assess the cost thereof against the Owner responsible for such maintenance. Any other fence installed anywhere else in the neighborhood by an Owner or otherwise, shall be in compliance with this Declaration and shall be maintained by the Owner of any such Lot on which such fence is located, or their successors in interest, at the Owner's sole expense. Maintenance shall include keeping such fence in good order, including the removal of graffiti and the prevention of posting of signs, banners or any other thing on said fence, and repairing and replacing the same with the same style and equal quality fence when and if reasonably necessary. No fence shall be below the height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground.

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

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed 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 Gretna. Should repair or replacement of such sidewalk be necessary, the repair or replacement shall also be of concrete

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

17. 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 for one dog house constructed for not more than one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant. Dog houses shall only be allowed at the rear of the residence, screened from view. No dog runs or kennels shall be allowed unless approved by the Declarant. No livestock or agricultural-type animals shall be allowed to be kept on any Lot, including pot-bellied pigs.

18. 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.

19. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently. Any owner may erect a shed, swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of the Declarant. No structure or dwelling shall be moved from outside Highlands Ridge to any Lot without the written approval of the Declarant.

20. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

21. All permanent utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

22. The Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted on any Lot.

ARTICLE II.  
HOMEOWNERS ASSOCIATION

1. The Association. The Declarant has caused or will cause the incorporation of Highlands Ridge Homeowners Association, a Nebraska nonprofit corporation (herein 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 Highlands Ridge, including:

a. The acquisition, construction, landscaping, improvement, equipment, permanent and continuous maintenance, operation, repair, upkeep and replacement of Common Areas and Common Area Improvements for the general use, benefit and enjoyment of the Members.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Areas and Common Area Improvements, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Areas and Common Area Improvements to 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 Areas and Common Area Improvements.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Highlands Ridge; and the protection and maintenance of the residential character of Highlands Ridge.

As used in this Declaration, "Common Areas" shall mean any real property which is at any time owned by the Association (including but not limited to Outlots A through D, Highlands Ridge, each of which Outlots shall be conveyed by the Declarant to the Association) or which is subject to an easement in favor of the Association, together with any public right-of-way within Highlands Ridge to the extent the Association is obligated to maintain any Common Area Improvements located in such public right-of-way. As used in this Declaration, "Common Area Improvements" shall mean any and all signs, landscaping, lighting, fencing, sprinkler systems, and other improvements at any time located in Common Areas (including any medians and street islands installed in any public right-of-way).

2. Membership and Voting. The Owner of each Lot shall be a Member of the 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.

Each Owner of a Lot other than the Declarant (whether one or more persons or entities) shall be a Class A Member and shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. The Declarant shall be the sole Class B Member and shall have twenty

(20) votes for each Lot owned, provided that, upon the occurrence of the first of the following dates, the Class B Member shall be entitled to only one (1) vote per Lot owned:

- a. The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- b. February 1, 2024.

Except for the Declarant, no Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. As set forth in Article II, Section 7, the Declarant shall not become obligated to pay any dues or assessments of any sort to the Association.

3. Additional Lots. The Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska of an amendment to this Declaration, executed and acknowledged by the Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any amendment to this Declaration which expands the property subject to this Declaration, the additional residential lots identified in the amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, 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.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit 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, permanent and continuous maintenance, repair, replacement, operation and administration of Common Areas and Common Area Improvements, and the promulgation and enforcement of rules and regulations relating to the Common Areas and Common Area Improvements.
- b. The permanent and continuous maintenance, landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlots and other public property and improvements on parks or public property within or near Highlands Ridge.
- 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 Area or Common Area Improvement 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.

k. Compliance with all the permanent and continuous maintenance and upkeep obligations for all Common Areas and all Common Area Improvements in accordance with Article XIV of the Subdivision Agreement with the City of Gretna and for the Highlands Ridge Subdivision.

5. Mandatory Duties of Association. The Association shall permanently and continuously maintain and repair, in generally good and neat condition, all Common Areas (including but not limited to Outlots A through D, Highlands Ridge) and all Common Area Improvements located in such Common Areas (including but not limited to all signs (including any subdivision entrance signs or monuments), landscaping, paving, lighting, and fencing which may exist from time to time in the Common Areas), in accordance with Article XIV of the Subdivision Agreement with the City of Gretna for the Highlands Ridge Subdivision.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot (other than the Declarant) with dues and assessments (herein referred to respectively as "dues and assessments") under the 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 Association's board of directors.



7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the board of directors shall abate all dues and assessments 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.

8. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, 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 Association is authorized, at any time and from time to time, to file with the Sarpy County Register of Deeds a separate written notice of its lien with respect to any of the Lots. 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.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association described in this Article.

10. Annual Dues. The board of directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

11. 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 Area or Common Area Improvement, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year pursuant to this Article II, Section 11 shall be limited in amount to \$300.00 per Lot unless the board of directors decides by unanimous vote to exceed such amount.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, except that, as provided above, all assessments and dues shall be abated with respect to any Lots owned by the Declarant.

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 assessments 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 assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum. 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 Areas or Common Area Improvements or abandonment of the Owner's 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 first mortgage or deed of trust given on a Lot.

### ARTICLE III. EASEMENTS

1. A perpetual easement is reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and/or boundary fence and related accessories located on, over and upon the rear ten feet of Lots 50 through 75, Highlands Ridge. Notwithstanding the Association's right to repair, reconstruct, maintain, and replace any such boundary fence, the obligation to repair, reconstruct, maintain, and replace the portion of any such boundary fence located on an Owner's Lot shall remain with such Owner and the Association shall, at its option, assess the cost of any maintenance, repair, reconstruction, or replacement performed by it against the responsible Owner, as provided in Article I, Section 11.

2. Other easements are provided for in the final plat of Highlands Ridge which has been filed in the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2013-34585.

### ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Declarant, 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 all loss or damages arising out 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 for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this

Declaration may be amended or, after twenty-five (25) years, terminated, by an instrument signed by the Owners of not less than seventy-five percent (75 %) of the Lots.

3. By written consent of the Declarant for a period of ten (10) 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 Highlands Ridge subdivision and the Owner requesting the waiver. The Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of the Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this paragraph, or as a result of any act or failure to act by the Declarant with respect to any requested waiver, modification, or amendment.

4. The Declarant, or its successors or assigns, may terminate its status as the Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant shall appoint the Association or another entity, association or individual to serve as the Declarant, and such appointee shall thereafter serve as the Declarant with the same authority and powers as the original Declarant.

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

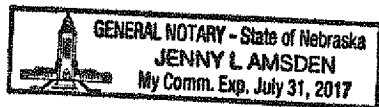
IN WITNESS WHEREOF, the Declarant and Owners have caused these presents to be executed this 25 day of February, 2014.

OAKWOOD HOMES OF NEBRASKA LLC,  
a Delaware limited liability company

By Chad Herbolsheimer  
Chad Herbolsheimer, Regional Vice President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2014, by Chad Herbolsheimer, personally known to me to be the Regional Vice President of Oakwood Homes of Nebraska LLC, a Delaware limited liability company, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



Jenny L. Amsden  
Notary Public

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