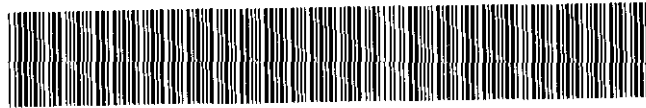




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DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PACIFIC PINES,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by PACIFIC PINES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant", by SULLIVAN REAL ESTATE GROUP, L.L.C., a Nebraska limited liability company ("Sullivan Group") and SULLIVAN HOMES, LLC, a Nebraska limited liability company ("Sullivan Homes").

PRELIMINARY STATEMENT

The Declarant, Sullivan Group, and Sullivan Homes are the owners of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1-60 inclusive, in Pacific Pines, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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

Declarant is also the owner of Outlots A and B that are adjacent to the Lots and which are legally described as follows:

Outlot A and Outlot B, Pacific Pines, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

The Declarant, Sullivan Group, and Sullivan Homes desire for the preservation of the values and amenities of Pacific Pines, for the acquisition, construction and maintenance of the character and residential integrity of Pacific Pines, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Pacific Pines.

NOW THEREFORE, the Declarant, Sullivan Group, and Sullivan Homes hereby declare 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 the Lots. 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. The Lots are and each Lots is and shall be subject to all and each of the following conditions and other terms:

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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 Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, pool house, basketball backboard, dog house, tennis court, flag pole, satellite receiving station or dish, solar heating or cooling device, 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 grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

- A. Prior to the commencement of construction or installation, an owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement and proposed elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
- B. Declarant shall review such plans in relation to (i) the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, (ii) any general scheme or plans formulated by Declarant, and (iii) in light of the conditions and restrictions in Article I of this Declaration. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials, with harmonious exterior elevations and exterior colors of earth tone hues only. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner in order to promote development of the Lots and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. 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, in its sole and absolute discretion, that the proposed Improvement (i) does not conform with the standards or requirements of this Declaration, (ii) does not conform with the surrounding improvements and topography, or (iii) 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 any 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 Declarant.

- D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action against 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 Article, or as a result of any act or failure to act by 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, which does not exceed two and one-half stories in height. All Improvements on the Lots shall, at a minimum, comply with all setback and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and, unless otherwise provided for herein, shall also comply with any setback or other requirements promulgated by the Declarant, including but not limited to the following: each Lot shall have a 25 foot front yard setback, 5 foot interior side yard setback, 25 foot rear yard setback, and 15 foot street side yard setback. If the requirements of the City of Omaha permit a lesser street side yard setback, then the City of Omaha requirements relating to street side yard setback shall control. With respect to all other setback requirements, the more restrictive requirements shall govern.

4. Subject to the specific requirements set forth in this Declaration, all foundations shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls shall be constructed of or faced with brick, stone or stucco. All exposed foundation walls facing any side street shall be constructed of simulated brick and painted, or faced with brick, stone, stucco or other material approved by Declarant. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with brick or other material approved in writing by Declarant. All fireplace chimneys facing any side street shall be faced with brick or stone or other material if approved in writing by Declarant. All other fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with Heritage II style asphalt shingles weathered wood in color, or other brand weathered wood in color if such brand and color is approved by Declarant in writing prior to installation of the same, wood cedar shakes or wood shingles. Woodruff products or roofs are specifically prohibited.

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 business activities of any kind whatsoever shall be conducted on any Lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. 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, or its agents or assigns, during the construction and sale of Lots.

6. No exterior television, radio, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except that, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, 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 order.

7. No tree houses, tool sheds, doll houses, windmills or similar structures shall be permitted on any Lot, unless specifically approved by Declarant in writing.

8. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 actually building operations, and they only in as neat and inconspicuous a manner as reasonably possible.

9. 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) for more than two (2) consecutive days and no more than twenty (20) days combined within any calendar year. 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, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles, which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

10. No incinerator, trash burner, or fuel tank shall be 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. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight feet (8') by ten feet (10').

11. 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.

12. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link, vinyl or wire types, unless installed by Declarant. Any fences, hedges or mass

planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph. No fences or walls shall exceed a height of six (6) feet.

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

14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

15. 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 five (5) 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 Omaha.

16. 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.

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 one (1) dog; provided always, that the construction plans, specifications and the location of the proposed dog house structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Pacific Pines Subdivision. No animals, livestock, agricultural-type animals, fowl or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs, two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept; provided that, they are not kept, bred or maintained for any commercial purpose and, provided that, they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner. No excessive barking of any dog, or other excessive noise of any kind from any animal, shall be permitted on any Lot. If three (3) complaints of excessive barking by any dog or other excessive noise of any kind from any animal is received by either the Declarant, local authorities and/or the Owner of said animal, a shock collar shall be utilized on such animal in order to control the noise from same. The preceding sentence shall not be deemed a waiver of any kind, but shall instead provide an alternate remedy to comply with the prohibition against excessive and/or noise.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

19. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat. This paragraph shall not prohibit administrative subdivisions for minor variations in lot lines so long as prior approval of the Declarant is obtained.

20. No temporary structure of any character and no carport, detached garage, trailer, basement, tent, outbuilding, storage or tool shed, shack or other similar structure 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 structure or dwelling shall be moved from outside Pacific Pines Subdivision to any Lot without the prior written approval of Declarant.

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

22. Declarant does hereby reserve unto itself the right to require, at the owner's expense, the installation of silt fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of PACIFIC PINES HOMEOWNERS ASSOCIATION, a Nebraska nonprofit 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:

- 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 non-dedicated roads, paths, ways and green areas; and signs and entrances for Pacific Pines. 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. The Common Facilities shall include, but not be limited to, Outlot A and Outlot B at Pacific Pines Subdivision.
- 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 Pacific Pines; and the protection and maintenance of the residential character of Pacific Pines.

2. Membership and Voting. 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 property coming before the 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 executed 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, green areas, and other public property and improvements on parks or public property within or near Pacific Pines, including but without limitation, with respect to any easements that may be granted to the Association with respect to Lot 61, Pacific Pines subdivision.
- 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 following shall be mandatory duties of the Association:

- A. The Association shall maintain, repair and/or replace any entrance markers, gates, fences and signs which may be installed at the entrances of Pacific Pines subdivision and the Pacific Pines subdivision in generally good and neat condition.
- B. The Association shall operate, maintain, repair, and replace as necessary any green area and drainage way or drainage facilities installed on any Outlot.
- C. The Association shall operate, maintain, repair, and replace as necessary the Common Facilities constructed on any Outlot, which maintenance shall include, without limitation snow plowing and street cleaning/sweeping.

5. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. 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) Ninety Five and no/100 Dollars (\$95) per Lot; or (b) in each calendar year beginning on January 1, 2006, one hundred twenty percent (120%) 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 purposes 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 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 Assessments. Assessments and dues shall be fixed at a uniform rates as to all Lots, except that dues may be abated as to individual Lots in accordance with Section 6 above.

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 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.

ARTICLE III 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 Corporation files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest Corporation may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not 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 authority.

Should such charge be implemented by Qwest Corporation and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest Corporation sends 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 Pacific Pines, which is filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV GENERAL PROVISIONS

1. Except for the authority and powers specifically granted 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 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 restriction of this Declaration shall run with and bind the land for a term of thirty (30) years from the date of this Declaration. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75) percent of said Lots, which termination or amendment shall thereupon become binding upon all Lots. This Declaration may be amended by PACIFIC PINES, LLC, a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by PACIFIC PINES, LLC, a Nebraska limited liability company, in any manner, which it may determine in its full and absolute discretion for a period of six (6) 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.

3. PACIFIC PINES, LLC, a Nebraska limited liability company, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, 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.

4. 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.

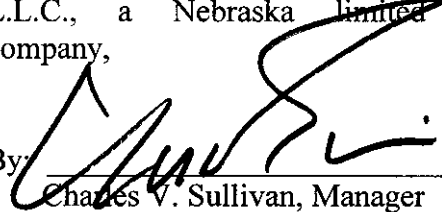
5. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, 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 Pacific Pines 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.

IN WITNESS WHEREOF, the Declarant, Sullivan Group and Sullivan Homes have caused these presents to be executed this 11th day of August, 2005.

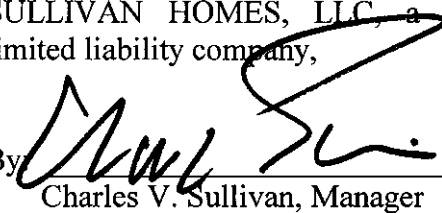
PACIFIC PINES, LLC, a Nebraska limited liability company, "Declarant"

By: 
Charles V. Sullivan, Manager

SULLIVAN REAL ESTATE GROUP,
L.L.C., a Nebraska limited liability
company,

By 
Charles V. Sullivan, Manager

SULLIVAN HOMES, LLC, a Nebraska
limited liability company,

By 
Charles V. Sullivan, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by CHARLES V. SULLIVAN, Manager of PACIFIC PINES, LLC, a Nebraska limited liability company, on behalf of the company.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

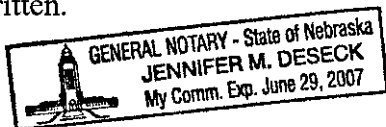


Jennifer M DeSeck
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by CHARLES V. SULLIVAN, Manager of SULLIVAN REAL ESTATE GROUP, L.L.C., a Nebraska limited liability company, on behalf of the company.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.



Jennifer M DeSeck
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by CHARLES V. SULLIVAN, Manager of SULLIVAN HOMES, LLC, a Nebraska limited liability company, on behalf of the company.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.



Jennifer M DeSeck
Notary Public

CONSENT BY MORTGAGEE TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
PACIFIC PINES

First National Bank hereby consents to the terms of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Pines, and hereby acknowledges that the lien of the mortgage held by First National Bank dated 13 May, 2003, filed on 19 May, 2003, as _____ of the records of the Douglas County Register of Deeds, shall be subordinate to the terms of the foregoing Declaration.

FIRST NATIONAL BANK OF OMAHA

By: Robert J. Horak
Title: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 11th day of August, 2005, before me, the undersigned, a notary public in and for the State of Nebraska, personally appeared Robert J. Horak, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of the corporation, executing the within and foregoing instrument; and that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Robert J. Horak, as such officer, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Delores M. Micheel
Notary Public

