

COUNTER D C.E. B
 VERIFY D D.E. B
 PROOF _____
 FEES \$ 110.50
 CHECK# 41769
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2011-05519

02/23/2011 1:09:54 PM

Lloyd J. Dowling

REGISTER OF DEEDS



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE REFLECTIONS AT PALISADES**

This Declaration of Covenants, Conditions, and Restrictions is made this 23 day of February 2011, by Palisades Development, L.L.C., a Nebraska limited liability company, referred to herein as "Declarant."

WHEREAS, Declarant is the owner of certain land located in Sarpy County, Nebraska, which land is legally described in Exhibit "A" attached hereto as a part hereof, said land together with such additional lands as shall be subjected to this Declaration being referred to as the "Property"; and

WHEREAS, the Declarant wishes to establish and assure a uniform plan for the maintenance and management of the Property to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property;

NOW THEREFORE, the Declarant declares that the Property is hereby subjected to and shall be held, sold, occupied, and conveyed subject to this Declaration.

The Declarant further declares that this Declaration and all amendments and supplements thereto shall run with the land and shall be binding upon the Declarant, the Association, each Owner, their heirs, successors, and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Declarant, the Association, each Owner, and all successive Owners.

Additional land now or at any time in the future owned by the Declarant may be subjected or annexed to this Declaration. The Declarant shall not be obligated, however, to develop or annex such additional land. Any such annexation will be governed by the provisions for annexation of land contained herein.

The Reflections at Palisades Homeowners Association, Inc., referred to herein, will be established as a homeowners association and will be incorporated in Nebraska for the Owners and Residents of the Property.

*LR
 (E) Fullenkamp Doylee Johnson
 11440 W Center Rd
 Omaha NE 68144*

Article I: Definitions

The words used above or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration.

1.01 “Annual Assessments” shall mean and refer to the Annual General Assessment and any Services Assessment which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.02 “Annual General Assessment” shall mean and refer to the annual charge shared by all Class “A” members established pursuant to Article IV of this Declaration.

1.03 “Association” shall mean and refer to The Reflections at Palisades Homeowners Association, Inc., a Nebraska nonprofit corporation, and its successors and assigns.

1.04 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association.

1.05 “Class A Members” shall mean and refer to all Owners other than the Class B Member (during the Development Period).

1.06 “Class B Member” shall mean and refer to the Declarant.

1.07 “Common Area” shall mean and refer to all real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, recreational facilities, parks and other open space land, lakes and streams, storm water management and drainage facilities, private streets not dedicated to the County of Sarpy or State of Nebraska, pathway and bikeway systems, and fencing on Common Area. The Association is responsible for management and maintenance of all Common Area.

1.08 “Declarant” shall mean and refer to Palisades Development, L.L.C., a Nebraska limited liability company, and its successors and assigns, as long as it owns at least one (1) Lot or during the Development Period, whichever is later. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Declarant hereunder or which pass by operation of law.

1.09 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions as it may be amended from time to time or supplemented in the manner provided herein.

1.10 “Development Period” shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of: (a) December 31, 2020; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Declarant control period is to terminate on that date.

1.11 “Dwelling Unit” shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household.

1.12 “Exempt Property” shall mean and refer to all land and structures and Common Areas owned by the Association for so long as the Association shall be the owner thereof.

1.13 “Federal Housing Administration” (“FHA”) shall mean and refer to that governmental agency of the United States of America so entitled and any agency or regulatory authority of the United States of America which succeeds the Federal Housing Administration.

1.14 “Land Development Activity” shall mean and refer to any building, construction, reconstruction, or repair of a Dwelling Unit, roadways, curbing, sidewalks, utility services, or any other Structure on a Lot or any other portion of the Property by the Declarant and/or by other persons regularly engaged in the building or construction business.

1.15 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to this Declaration and upon which a Dwelling Unit could be constructed in accordance with Sarpy County zoning ordinances in accordance with the applicable laws of Nebraska in effect from time to time. “Lot” shall not refer to Common Areas.

1.16 “Member” shall mean the Class A and Class B Members of the Association.

1.17 “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage,” as used herein, shall include deeds of trust. “First Mortgagee” as used herein, shall mean a holder of a mortgage with priority over other mortgages. As used in this Declaration, the term “Mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term “holder” or “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.

1.18 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of any Lots which is part of the Property but excluding in all cases any party holding an interest

merely as security for the performance of an obligation.

1.19 “Person” shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, or any other separate legal entity.

1.20 “Property” shall mean and refer to those certain lands in Sarpy County, Nebraska, as more particularly described in Exhibit “A” attached hereto, together with such additional lands as may be subjected to this Declaration.

1.21 “Resident” shall mean and refer to:

(a) Each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors;

(b) Members of the immediate family of such individual or of an owner who actually resides within the Property and in the same household with each such individual or Owner; and

(c) Any person who has a fixed place of habitation at a Dwelling Unit of any such individual or owner to which, whenever he is absent, he has the intention of returning.

1.22 “Services Assessment” shall mean and refer to the charge or charges imposed upon a section, neighborhood, housing type, or subdivided parcel of the Property for certain services rendered pursuant to Article IV of this Declaration.

1.23 “Special Assessment” shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

1.24 “Structure” shall mean and refer to:

(a) Any thing or object (other than trees, shrubbery, landscaping, and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including any building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, wishing well, bird bath, statues, or any other temporary or permanent improvement on such Lot (including, without limitation, portable basketball goals);

(b) Any excavation, fill, ditch, dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot, and any Lot; and

- (c) Any change of more than six inches in the grade of any lot.

Article II: Property Rights of Common Areas

2.01 Rights of Enjoyment of Common Areas. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Lot. Each Owner is bound by the terms of the governing documents of the Association. Each Resident shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when such person ceases to have the status of a Resident. Such easements and rights shall be subject to the provisions below.

(a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time.

(b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Areas.

(c) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Areas (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board's rules and regulations, to the extent allowed by Nebraska law.

(d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use the Common Areas (with the exception of any streets or access ways but including parking areas) for so long as any Annual General Assessment, Services Assessment, or Special Assessment for such Lot remains unpaid and overdue.

(e) The Association may at any time mortgage, dedicate, or transfer all or a part of the Common Areas to any public agency, authority, or other entity upon such terms and conditions as shall be agreed upon by such agency, authority, entity, or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Residents for the costs of such maintenance and repair. No such dedication or transfer shall be effective, however, unless approved by 66 2/3% of the vote of the Class A Members at a meeting at which a quorum is present and, during the Development Period, by the Class B Member, except for the following which shall not require any Members' consent:

- (i) Granting easements which do not interfere with the intended Common Area use;
- (ii) Dedicating Common Area to a public authority;
- (iii) Conveying Common Area as part of boundary line adjustments with Lots; or
- (iv) Transferring Common Area pursuant to a merger or consolidation with a non-profit entity.

(f) The right of the Board of Directors to regulate parking on Common Areas through the granting of easements, licenses, or promulgation of rules and regulations. In areas where parking is provided on private streets and parking bays owned by the Association, the right but not the obligation, of the Board to assign and reserve parking spaces for the exclusive use of individual Owners. All unassigned and/or visitor parking spaces shall be available on a first-come, first-served basis.

Article III: Association Membership, Voting Rights, Board of Directors

3.01 Organization of the Association. The Association will be organized as a nonprofit corporation under the laws of State of Nebraska.

3.02 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 shall include but shall not be limited to the following:

- (a) The acquisition (by gift, purchase, lease or otherwise), development, maintenance, repair, replacement, operation and administration of Common Areas, and the enforcement of the rules and regulations relating to the Common Areas.
- (b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or property, subject to a lease or easement in favor of the Association, within or near the Property.
- (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 against property damage and casualty; and purchase of liability insurance

coverage for the Association, the Board of Directors of the Association and the Members serving thereunder.

(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) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping or other improvements as originally installed by the builder, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.

(h) [Intentionally omitted];

(i) Providing trash pickup service for each Lot;

(j) Providing snow removal for driveways, front sidewalks, street side yard sidewalk, front stoops and front steps for each Lot as may be deemed appropriate by the Board;

(k) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Association.

(l) 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.

(m) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

(n) 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.

3.03 Mandatory Duties of Association. The Association shall maintain, in a generally neat

and clean condition, any and all entrance ways, fence, signs, landscaping, lakes, ponds and water features which have been installed in easement or other areas of the Property, and any drainage easements in favor of the Association, in generally good and neat condition.

3.04 Membership in the Association. The Association shall have the following classes of membership:

(a) **Class A.** Class A Members shall be all Owners (with the exception of the Declarant as provided in Section 3.04(b)). A Person shall automatically become a Class A Member upon his becoming an Owner and shall remain a Class A Member for so long as he is an Owner; and

(b) **Class B.** The Class B Member shall be the Declarant.

3.05 Voting Rights of Members. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member which is not Exempt Property. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member shall be entitled initially to twenty (20) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

(i) When the total outstanding Class A votes equal or exceed the total Class B votes;

(ii) December 31, 2020; or

(iii) Such earlier time as Declarant, in its sole discretion, determines.

(c) Notwithstanding the foregoing, after the Development Period has ended, in the event the Declarant wishes to annex any additional properties pursuant to Section 6.01, Class B membership shall be revised with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property; or

(ii) Seven (7) years from the date of recordation of the final deed of dedication or supplemental declaration for the last portion of such annexed property.

(d) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

3.06 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. The Board of Directors shall be comprised of not less than three (3) nor more than five (5) directors at all times. Notwithstanding the foregoing, as long as the Declarant has the status of a Class B Member, it shall have the right to appoint three (3) Directors. Directors shall be elected by the Members in accordance with the Bylaws of the Association.

3.07 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy, and other matters concerning the Association's operations. If the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters, including any matters requiring the approval of the Class A Members as provided in this Declaration, may be conducted by mail, ballot, or other reliable electronic means.

3.08 Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Article IV: Covenant for Assessments

4.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant 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 to the Association such Annual General Assessments, Services Assessments, and Special Assessments as are established and are to be paid and collected as hereinafter provided. The Annual General Assessments, Services Assessments, and Special Assessments, together with interest thereon, late fees, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall pass to successors in title and both parties (seller and purchaser) shall be jointly liable therefor. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his Lot or any Dwelling Unit thereon.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association including, but not limited to:

(a) The acquisition, construction, management, maintenance, and care, repair, or replacement of the Common Areas and services;

(b) Obtaining, managing, and maintaining services for the Property, or sections thereof including, as necessary, refuse collection;

(c) Promoting the recreation, health, safety, and welfare of the Members; and

(d) Providing for grass cutting and lawn maintenance of all Common Areas, maintenance of all recreational areas and facilities.

4.03 Establishment of Annual General Assessment and Services Assessment.

(a) The Association shall levy in each of its fiscal years an Annual General Assessment and a Services Assessment if applicable, against each Lot which is owned or occupied by a person who is not the Declarant and which is not Exempt Property. The amounts of such Annual Assessments shall be established by the Board of Directors at least thirty (30) days in advance of each Annual Assessment Period, except that the first Annual Assessment upon the formation of the Association may be established immediately without thirty (30) days advance notice. The first Annual Assessments on each Lot imposed pursuant to this section 4.03(a) shall be adjusted according to the number of months remaining in the Annual Assessment Period from the date of

conveyance.

(b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots.

(c) A Services Assessment may be levied by the Board of Directors against certain sections or neighborhoods of the Property or against any particular housing type (i.e., detached type Dwelling Units), for special services which the Association provides such areas. The amount of the Services Assessment shall be determined by the Board of Directors according to the estimated cost of providing services or rights of use to the Lots in such section, which services or rights are not enjoyed by all of the Members of the Association. The amount of a Services Assessment shall be the same to each Lot in any section but need not be uniform with the Services Assessment imposed upon Lots in other sections.

4.04 Special Assessments. In addition to the Annual General Assessment and Services Assessment authorized above, the Board of Directors may levy in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Areas including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual General Assessments as provided in Sections 4.03(a).

4.05 Date of Commencement of Assessments. The Annual General Assessment and Services Assessment, if any, provided for in this Article IV shall commence for each Lot subjected to this Declaration on the first day of the month of conveyance of the Lot to a Class A Member. The first Annual Assessment and Service Assessment (if any) shall be adjusted according to the number of months remaining in the calendar year.

4.06 Notice and Due Dates. Written notice specifying (a) the amount of each Annual General Assessment, Services Assessment and Special Assessment, and (b) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Lot subject thereto. Each installment of an Annual General Assessment, Services Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Board of Directors.

4.07 Effect on Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall be delinquent and the Association may exercise any or all of the following remedies:

(a) Upon notice to the Owner declare the entire balance of any Annual General Assessment

or Special Assessment due and payable in full;

(b) Charge interest and a late fee (as determined by the Board) for assessments which are not received by the tenth (10th) day of the assessment period;

(c) Bring an action at law or in equity against the Owners of the Lot to collect the same; and

(d) Foreclose the lien against the Lot. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of Nebraska.

The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

4.08 Certificate of Payment. The Association shall, upon written request by an Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual General Assessments, Services Assessments and Special Assessments, if any, on a specified Lot have been paid. The Association shall furnish said Certificate within ten (10) days of receipt of the written request. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.09 Subordination of the Lien to Mortgages. The lien of the Annual General Assessments, Services Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any First Mortgage or First Deed of Trust. The sale or transfer of any Lot shall not affect the lien of such Assessments. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof for the benefit of any First Mortgagee shall extinguish the lien of such Assessments as to payments which became due before such sale or transfer. No sale or transfer shall relieve such Lot from liability as to any assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing no sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof for the benefit of any First Mortgagee shall be deemed to extinguish any mortgage or lien which the Association has itself placed upon any property owned by the Association.

Article V: General Restrictions on the Improvements to be Made on the Lots

5.01 Fences. Except for any fence installed by the Declarant or the Association, no fence shall be installed on a Lot except in accordance with the guidelines established by the Board and with the prior written approval of the Board. Any fencing which may be installed by the Declarant in the Common Area shall be maintained by the Association.

L

5.02 Land Development Activity. The Declarant and its agents, contractors and employees, and any other person designated by the Declarant, shall have the right to carry on the following activities in connection with Land Development and construction and sale of Dwelling Units:

(a) To construct, install, operate, and/or maintain on the Property one or more construction or management control offices in Dwelling Units, field office trailers, or other temporary facilities; and

(b) To construct, install, operate and/or maintain one or more model homes (or Dwelling Units) and sales offices on the Property. Such models and offices may be owned or leased by the Declarant or by any Person designated by the Declarant. Land Development and sales activity shall in all events be subject to the local zoning ordinances, and all other applicable laws, rules, and regulations of governmental authorities.

Article VI: Annexations

6.01 Additions by the Declarant. The Declarant hereby reserves the right (but not the obligation) at any time within the Development Period to submit, by recordation of a supplemental declaration, or make subject to incorporation by reference in any deed of conveyance or annex to this Declaration, any additional lots or property in the vicinity of the Property. Action under this Section shall not require the prior approval of the Class A Members or their Mortgagees. Any such land subjected to this Declaration shall be subject in all respects to each and every provision of this Declaration as well as any additional terms and provisions at the Declarant's discretion.

6.02 Additions by the Members. Additional lands not described in Section 6.01 may be subjected, annexed, or submitted to this Declaration with the written consent of: (a) 66 2/3% of the Class A Members; and (b) during the Development Period of the Class B Member. Action under this Section may require the approval of secondary mortgage agencies so long as there is a Class B Member.

6.03 Withdrawable Real Estate. During the Development Period, the Declarant has the unilateral right, without the consent of the Association, any Owner, or Mortgagee, to execute and record an amendment to the Declaration withdrawing any portion of the Property which the Declarant owns from the operation of this Declaration.

Article VII: Easements

7.01 Blanket Easement. An easement is hereby retained in favor of the Association over the Lots and any Common Area for the installation of landscaping or construction of signage, a common cable television system, a common sprinkler, or any other item installed for the com-

mon enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas, and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

7.02 Association Easement. The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses, and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. Further, the rights reserved unto the Declarant as set forth in Section 7.01 shall pass to the Board of Directors of the Association upon the expiration of the Development Period. The Association, the managing agent, and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including, without limitation, to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness, or failure to comply with the Association Documents for which such Owner is responsible.

Article VIII: Insurance and Casualty Losses

8.01 Insurance. The Association’s Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors’ and officers’ liability insurance, and fidelity bond coverage. Cost of insurance coverage obtained for the Common Areas shall be included in the Annual General Assessment, as defined in Article IV, Section 4.01. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties.

Article IX: Condemnation

9.01 Notice. Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu

of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners subject to the taking, if any,) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed in a manner determined by the Board.

9.02 Replacement Improvements. If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association.

Article X: Amendment

10.01 General Amendments. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Owners at a duly convened meeting. The amendment instrument shall be recorded among the land records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

10.02 Declarant Amendments. Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to amend this Declaration during the Development Period without the consent of any Owners, or any other persons claiming an interest in the Property or the Association. If, after the Development Period has ended, an amendment is necessary to: (a) bring this Declaration into compliance with any rule, regulation, or requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, or local governments; (b) make corrective changes; (c) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots, provided however that an approved resubdivision of the affected property is properly recorded; and/or (d) add land or remove a portion of land described in Exhibit "A" hereto pursuant to Article VI, such amendment may be made without the consent of any Owners, or any other persons claiming an interest in the Property or the Association.

Article XI: General Provisions

11.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the

land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless amended or terminated as provided in this Article.

11.02 Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

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

11.04 Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by the provisions of this Declaration.

11.05 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

11.06 Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

11.07 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

11.08 Termination. Termination of the Association shall be according to the provisions of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 23 day of FEBRUARY, 2011.

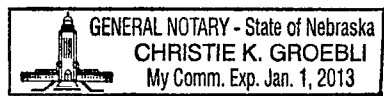
Palisades Development, L.L.C., a Nebraska limited liability company

By: *Timothy W. Young*
Timothy W. Young, Managing Member

State of Nebraska)
)ss.
County of Sarpy)

The foregoing instrument was acknowledged before me this 23 day of February, 2011 by Timothy W. Young, Managing Member on behalf of Palisades Development, L.L.C., a Nebraska limited liability company.

SEAL



Christie K. Groebli
Notary Public

Q

EXHIBIT "A"

Legal Description of Property

Lots 109 through 113, inclusive, 115 through 121, inclusive, 126, 131, 134, 141 through 148, inclusive, all in Palisades, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; AND

Lot 2 Palisades Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; AND

Lots 2 through 5, inclusive, and 7 through 9, inclusive, all in Palisades Replat Four, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

CONSENT TO DECLARATION

HearthStone Homes, Inc., a Nebraska corporation, being the owner of the following described lots subject to this Declaration, does hereby give its consent to the recording of these Covenants:

Lot 109 and 110, Palisades, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; AND

Lots 2 through 5, Palisades Replat Four, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

IN WITNESS WHEREOF this 23 day of February, 2011.

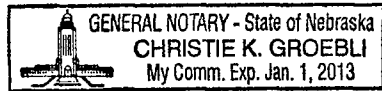
HearthStone Homes, Inc., a
Nebraska corporation,

By: [Signature]
Its: SECRETARY

State of Nebraska)
)ss.
County of Sarpy)

The foregoing instrument was acknowledged before me this 23 day of February, 2011 by Neil Smith, Secretary on behalf of HearthStone Homes, Inc., a Nebraska corporation.

SEAL



Christie K Groebli
Notary Public