



MISC Inst. # 2018052163, Pg: 1 of 11 Rec Date: 07/03/2018 14:12:09.937

Fee Received: \$70.00 Electronically Recorded By: DW

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

THIS DECLARATION is made on the date hereinafter set forth by H & P Real Estate, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property situated within a development referred to as THE VILLAS AT NORTH RESERVE ("North Reserve") located within Douglas County, Nebraska and legally described as follows:

Lots 7 and 8, The North Reserve, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, and Lots 1 through 8, The North Reserve Replat, 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 or any "Lot".

By its execution of this Declaration, the Declarant desires to provide for the preservation of the values and amenities of North Reserve, the maintenance of the character and residential integrity of North Reserve, and the acquisition, construction, maintenance, and replacement of certain Common Facilities.

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 established for the enhancement and protection of the value, desirability and attractiveness of the Lots and their enjoyment by the respective owners and occupants. The restrictions, covenants, conditions and easements established by this Declaration shall run with the 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 Lot is and shall be, subject to each and all of the following terms and conditions and other terms described herein.

ARTICLE I

DEFINITIONS

1. **Owner.** 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 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.

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2. Common Facilities. The term "Common Facilities" shall include, but not be limited to, any public street within North Reserve including roundabout circles and any landscaping, signage, and electrical or water lines and appurtenances installed therein, any permanent entrance signage, and any property or easement owned by the Association.

3. Association. The term "Association" shall mean The North Reserve Homeowners Association identified under Article IV of this Declaration.

ARTICLE II

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 in connection with a Common Facility or for a park.

2. No residence, building, fence, wall, driveway, sidewalk, patio, patio enclosure, detached barbeque grill structure, pond, rock wall, outdoor fire pit, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving station, solar heating or cooling device, tool shed, wind mill, pool house, flag pole, mail box or mail receptacle structure or other external improvement of any nature or type, including landscaping, above or below ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to retain 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 on any Lot shall deliver two sets of construction plans, detailed 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 material (including exterior lighting fixtures) 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 such plans in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of the improvements which have been constructed, or approved for construction on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in its sole judgement to promote conformity and harmony of the external design of the improvements constructed within North Reserve and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent and compatible as determined by the Declarant in its sole discretion. The Declarant may refuse approval of the proposed Improvement in its sole discretion.
- 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 or delivered, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed or delivered 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

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Declarant with respect to the approval or disapproval of 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, 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 which does not exceed two and one-half stories in height.

4. Except as otherwise specifically approved by the Declarant, all driveways must be constructed of poured concrete, brick, paving stone, or laid stone. The roof of all improvements shall be covered by a shingle material approved in writing by the Declarant in its sole discretion.

5. No advertising signs, billboards, or unsightly objects or nuisances (as determined by the Declarant or the Association) shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. The foregoing restriction in this Article II, Section 5 shall not apply to the business activities, signs, or the construction and maintenance activities by the Declarant, or its agents and assigns, during the development and sale of Lots.

6. No exterior television or radio antenna or satellite receiving dish or station of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive satellite programming signals that does not exceed eighteen (18) inches in diameter and that is attached directly to the residence and installed in a location out of public view and the view of the Owner of any Lot and properly screened, may be permitted if the location and size of the proposed antenna or dish is approved by the Declarant in its sole discretion.

7. No repair of any boats, automobiles, motorcycles, trucks, recreation vehicles, campers or similar vehicles, or any other equipment or property of any type 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 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 maintained or stored on any part of a Lot (other than in an attached garage which was approved by the Declarant as part of the plans approval process) for more than twenty (20) days within a 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 and parked only on a temporary short-term basis and only at intermittent intervals, the intent being that all vehicles are to be housed within approved attached garages. 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 Article II, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements 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.

9. 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 pick-up purposes only on the prescribed garbage pick-up day. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or

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permitted to remain outside of any dwelling except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Lot. No compost areas are permitted on any Lot. No clothesline or clothesline pole shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards and may not occupy more than ten percent (10%) of the land area of such rear yard.

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 hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by the Declarant. No fence in the front yard of any Lot shall be permitted. Rear fences or walls and side yard fences may be installed with the prior approval of the Declarant. In all events, installed permitted fences and walls must comply with applicable set back requirements imposed by the City of Omaha. All fences erected on Lots must be constructed of wrought iron, or other types of material approved by the Declarant. No chain link fences shall be allowed. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by the Declarant.

12. No tennis courts shall be allowed on any Lot. The location of basketball backboards shall be subject to the approval of the Declarant. The type and design of basketball backboards shall conform to a standardized type and design established by the Declarant. No light standards, flag poles, or any other type or style of pole or similar structure poles shall be erected on any lot without the prior approval of the Declarant.

13. No swimming pool may extend more than one foot above ground level unless otherwise reviewed and approved by the Declarant.

14. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by the Declarant prior to commencement of Improvements to any Lot. The Declarant shall review the grading plans in light of commercially recognized development and engineering standards. No dirt shall be brought on to any Lot to change the grades established by the Declarant other than as may be consistent with a grading plan previously approved by the Declarant.

15. A public sidewalk constructed of uncolored concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet from the street curb line. The sidewalk shall be constructed by the Owner of the Lot prior to the completion of the residence thereon 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 uncolored concrete or other material approved by the Declarant. Should repair or replacement of such approach be necessary, the repair or replacement shall be completed with the same materials originally installed unless otherwise approved by the Declarant. No asphalt driveways or asphalt overlays of driveways or driveway approaches will be permitted.

17. No stable or other shelter for any animal, reptile, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house, provided 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 adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No reptiles, wild animals, livestock or agricultural-type animals shall be allowed in North Reserve, including pot-bellied pigs.

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18. Any exterior air conditioning condenser unit shall be screened and placed in the rear yard and/or 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 on any Lot, 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 the neat and trim appearance of any Lot. Vacant lots shall not be used for dumping of earth or of 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 any 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.

20. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage or tool shed, outbuilding or shack, shall be erected upon or used on any Lot at any time, either temporary 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 the Declarant. No structure or dwelling shall be moved from outside North Reserve to any Lot.

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

22. Declarant hereby reserves the right to require Owners to install siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion. Any soil emanating from a Lot and resting in any public street shall be removed promptly by the Owner of such Lot.

23. All Lots, including the unimproved right-of-way fronting such Lot, must be fully sodded concurrently with or immediately following completion of construction of the residence on any Lot, as weather permits.

24. Any mailbox structure erected on any Lot, or within the unimproved right-of-way fronting any Lot, must be compatible with design and materials criteria established by the Declarant. When all of the Lots have been developed with residences or at such time as the U.S. Post Office determines that permanent mailbox structures may be erected and will be serviced with mail by the U.S. Postal Service, whichever earlier occurs, the Association will enter into a contract for the construction of single or cluster-type mailbox structures as permitted by the U.S. Postal Service in locations approved by the U.S. Postal Service.

25. No residence or structure (excluding approved fences) shall be constructed or placed any nearer than five (5) feet of any side property line nor any nearer than twenty-five (25) feet of the front property line.

26. The Owner of each Lot shall be responsible for the maintenance and replacement of the sidewalk constructed on such Lot.

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ARTICLE III

EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Corporation, and any company which has been granted a franchise to provide a cable television system within North Reserve, and their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception on, over, through, under and across a five (5) foot wide strip of land abutting all front and the side boundary lines of the Lots and an eight (8) foot wide strip of land abutting the rear boundary lines of all Lots. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

2. Other easements are provided for in the final plats of The North Reserve and The North Reserve Replat, both of which have been filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV

HOMEOWNERS ASSOCIATION

1. The Association. The Declarant has caused, or will cause, the incorporation of NORTH RESERVE HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (herein referred to as the "Association") for the benefit of the residents of North Reserve. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of North Reserve, including but not limited to:

- a. The acquisition, construction, landscaping, improvement, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include, but shall not be limited to dedicated and non-dedicated roads, paths, ways and green areas (including landscaping); and traffic signs and entrance signs for North Reserve; utility lines and appurtenances serving any entrance signs or landscaping and other amenities within roundabouts within North Reserve. The determination of what constitutes a Common Facility shall be the Association's and shall be conclusive.
- 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.
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of North Reserve, and the protection and maintenance of the residential character, desirability and attractiveness of North Reserve.

2. Membership and Voting. North Reserve is divided into ten (10) separate residential Lots. The Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to

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ownership of each Lot, and may not be separated from ownership of each Lot. The Owner of each Lot, whether one or more persons or entities, shall be entitled to vote on each matter properly coming before the Members of the Association as provided herein. The Association shall have two classes of voting membership. Class A Members shall be all Owners, with the exception of the Declarant, and Class A Members shall be entitled to one (1) vote for each Lot owned. The vote for each such Lot shall be exercised as the Owner may determine, but in no event shall more than one vote be cast with respect to any Lot owned by a Class A Member. The Class B Member shall be the Declarant, and the Class B Member shall be entitled to three (3) votes for each Lot owned, provided, however, that at such time as eighty percent (80%) of the Lots have been improved with residences which have received a City of Omaha Final Inspection/Certificate of Occupancy, the Class B membership shall cease and be converted to Class A membership.

3. **Powers 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 of the Association, and upon authorization of the Board of Directors by the Officers of the Association, 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, snow and ice removal, and repair and replacement of public property and improvements on public property within or near North Reserve.
- 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 and Officers 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 the Association.** The Association shall:

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- a. Maintain and repair any entrance signs which have or will be installed by the Declarant at or near 168th Street, all in good repair and neat condition;
- b. Mow, as needed with a minimum of once per week during summer months, and fertilize, on a five (5) application schedule, the lawn areas of the Lots, including fall raking and removal of leaves, but excluding any additional yard maintenance which shall be the responsibility of the Owner of each Lot;
- c. Removal of snow, as needed, from the driveway and sidewalks within or serving the Lots;
- d. Maintain a contract for semiannual cleaning of the exterior of all windows of the residences on the Lots.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens. Lots under construction shall not be subject to the imposition of the dues, assessments or Association liens until the residence being constructed shall have received its City of Omaha Final Inspection/Certificate of Occupancy.

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, to perform the powers and responsibilities of the Association described in Section 3 of this Article, and to perform the mandatory duties of the Association described in Section 4 of this Article.

9. Maximum Monthly Dues. Unless excess dues have been authorized by the Members in accordance with Article IV, Section 10 below, the aggregate dues which may become due and payable in any calendar year shall not exceed the greater of:

- a. For the first year in which the Association levies dues, Two Hundred and no/100 Dollars (\$200.00) per month per Lot, payable semi-annually in advance;
- b. In each calendar after such first year in which dues are assessed, one hundred ten percent (110%) of the amount of dues levied in the previous calendar year.

Monthly dues shall accrue as to each Lot from and after the date on which the residence on such Lot receives its City of Omaha Final Inspection/Certificate of Occupancy and shall be prorated for any partial month.

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10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. Unless an excess assessment has been authorized by the Members in accordance with Article IV, Section 10 below, the aggregate assessments in each calendar year shall be limited in amount to Five Hundred and no/100 Dollars (\$500.00) per Lot.

11. Excess Dues and Assessments. With the approval of greater than fifty percent (50%) of the voting power of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6 of this Article IV.

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

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments 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 herein by nonuse of any amenities provided by the Association or abandonment of such 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 mortgage, contract or deed of trust given as collateral for a home improvement or purchase of money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV

GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Owner of any Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other costs and expenses arising from 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 a right to do so thereafter.

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2. The covenants and restrictions 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 by a written instrument signed by the Owners of not less than eighty percent (80%) of the Lots. 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 seven (7) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots.

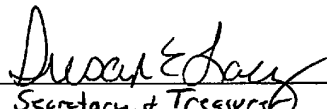
3. By written consent of the Declarant, for a period of seven (7) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, 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 North Reserve 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 Section, 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 may delegate or terminate its status as the Declarant under this Declaration, at any time, by recording against the Lots a Notice of Delegation or Termination of Status as Declarant, as applicable. Upon such recordation with the Douglas County Register of Deeds, the delegate, in the case of a delegation, shall serve as the Declarant, and in the case of a termination of status, the Association may appoint itself or another entity, association or individual to serve as the Declarant. Any such delegate or 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 has caused this Declaration to be executed as of June 26, 2018.

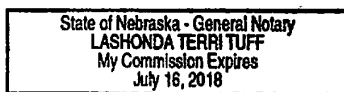
H & P REAL ESTATE, INC., a Nebraska corporation

By 
Its Secretary & Treasurer

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of June, 2018 by
Susan Gacy, Secretary & Treasurer of H & P Real Estate, Inc., on behalf of such
corporation.



Lashonda Terri Tuff
Notary Public