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REGISTER OF DEEDS
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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TIMBER RIDGE ESTATES

THIS DECLARATION is made on the date shown on the close of this instrument by the signatories hereto who are described herein collectively as Declarant, whether one or more.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

Lots 1 through 23, inclusive, Timber Ridge Estates, a subdivision as surveyed and platted in a part of Section 16, Township 14, Range 7 East of the 6th P.M., Saunders County, Nebraska,

hereinafter referred to as "Timber Ridge Estates", within which is the following platted subdivision, to wit:

Timber Ridge Estates Subdivision, a subdivision as surveyed and platted in a part of Section 16, Township 14, Range 7, Saunders County, Nebraska, consisting of Lots 1 through 23, inclusive, the Final Plat thereof having been filed in the office of the Saunders County Register of Deeds on or about February 21, 2018, and indexed in Book 7, at Page 9, in the book of Plats of said office, and denoted therein as Instrument #209, hereinafter referred to as Timber Ridge Estates; and,

WHEREAS, Declarant desires to make the above described real estate, and all appurtenances located thereon or which may be located thereon in the future, to be within the jurisdiction of this Declaration and subject to the covenants and restrictions herein set forth, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the above described real estate and for the maintenance of the character and residential integrity of the above described real estate,

NOW, THEREFORE, Declarant hereby declares that all of the real estate encompassed within Timber Ridge Estates shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

ARTICLE I.
DEFINITIONS

Section 1.01. "Association" shall mean and refer to the TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Nebraska Nonprofit Corporation, its successors and assigns.

Section 1.02. "Common Area" shall mean and refer to all real estate and personal property owned by the Association and any appurtenances thereto which are for the general use, benefit, and enjoyment of the Members. Common Areas may include, but shall not be limited to:

- (a) Dedicated and non-dedicated roads, paths, and ways;

- (b) Signs and any structures located in Timber Ridge Estates and owned by the Association.

Personal property of the Association constituting "Common Area" may be situated on Property owned or leased by the Association, or on dedicated Property subject to written easements.

Section 1.03. "Declarant", shall mean and refer to the signatories to this Declaration, their respective heirs, personal representatives, successors and assigns.

Section 1.04. "Declaration", shall collectively mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Timber Ridge Estates, as it now exists, and as it may exist in the future and be amended from time to time.

Section 1.05. "Easements" shall mean and refer to those areas so designated on the Plat of Property and of record with the Saunders County Register of Deeds.

Section 1.06. "Improvements" shall mean and refer to any residence, building, addition, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, propane tanks, dog house, pool house, flag pole, tennis court, mailbox, domestic water well, septic tank and laterals constituting a sewage system, or other external Improvement, including shrubs, bushes, trees and other landscaping, above or below the ground located on any Lot within the Property.

Section 1.07. "Lot" shall mean and refer to any platted and buildable Lot within the Property as surveyed and platted.

Section 1.08. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.09. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 1.10. "Property" shall mean and refer to Lots 1 – 23, inclusive, Timber Ridge Estates as hereinbefore legally described.

Section 1.11. "Ludvik" shall mean Ludvik & Associates, LLC, a Nebraska Limited Liability Company, and its respective successors and assigns.

ARTICLE II. TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION

Section 2.01. Every Owner of a Lot within the Property shall be a Member of the Association. Membership shall be appurtenant to and shall not be separate from ownership of any Lot. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the Owners of Lots within Property, including, but not limited to the following:

- (a) The acquisition, construction, landscaping, Improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Areas for the general use, benefit and enjoyment of the Owners.
- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Areas, or any portion thereof, not inconsistent with this Declaration, provided always that such rules and regulations are uniformly applicable to all Owners.
- (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Property, and the protection and maintenance of the residential character of Property.

- (d) All powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and any amendments thereto, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association not inconsistent with this Declaration.

ARTICLE III.
EASEMENTS

Section 3.01. A perpetual license and easement is hereby reserved in favor of Association and granted to any entity which has been granted a franchise or license to provide utilities, including cable television, to Property, or any portion thereof, to erect, operate, maintain, repair and replace said utilities on, through, under and across all areas on Property indicated as Easements. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement areas 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.

ARTICLE IV.
ACCESS

Section 4.01. Ludvik, the Association, its officers, employees and agents, and contractors and repairmen designated by Ludvik's and the Association, shall have the right to enter upon any Lot for the purpose of performing construction, reconstruction, surveying, maintenance, repair, making inspections and performing the duties of Ludvik's or the Association hereunder, and Ludvik's and the Association is hereby granted a specific easement for such purposes. Ludvik and the Association will provide, if possible, prior notice before entering any Lot and will be liable for any damages to the property or structures on the Lot.

Section 4.02. Nothing contained herein shall prohibit any Owner the right of ingress and egress to the Owner's Lot over the roads, to include the dedicated roads, and the roads created by easement, owned by Ludvik and/or its/their respective heirs, personal representatives, successors or assigns, to include, but not be limited to, the Association.

ARTICLE V.
ARCHITECTURAL CONTROL

Section 5.01. Ludvik shall have the exclusive right to establish grades and slopes for all Lots within the Property, and to fix the grade at which any buildings shall be constructed upon any Lot, in conformity with the general plan of Ludvik, as amended from time to time, for the development of Property. In addition thereto, no Improvement shall be constructed, erected, placed or permitted to remain on any of the Lots in Property, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Ludvik, as follows:

- (a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, grading plans, detailed landscaping plans, erosion control plans, and plot plans to Ludvik (herein collectively referred to as the "plans"). Such plans shall include a description of the type, quality and color of materials proposed for the exterior of such Improvement and shall include proposed final grade elevations. Concurrent with submission of the plans, Owner shall notify Ludvik of the Owner's mailing address.
- (b) Ludvik (with or without the advice of professional engineers or other experts retained by Ludvik, in Ludvik's sole discretion) shall review such plans in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of Improvements which have been constructed, or approved for construction, on the Lots. In this regard, it is intended 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 Ludvik in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Property 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, and A-frame houses will not be approved unless Ludvik determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Ludvik determines that the external design and location of the

proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots as a quality residential community, Ludvik may refuse approval of the proposed Improvement.

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

Section 5.02. Ludvik shall adopt a fee schedule for the following:

- (a) The review of plans pursuant to Section 5.01 hereof. Fees for the review of plans shall be commensurate with the cost of professional review of the plans and services to consultants to its completion. The initial fee for the review of plans as set forth herein shall be \$100.00.
- (b) The security deposit required pursuant to Section 5.05 hereof. The initial security deposit for the requirement set forth in Section 5.05 here of shall be \$500.00.

Section 5.03. The approval of plans for any Improvement to be placed or constructed on any Lot within Property, or for any other matter requiring prior approval, should not be deemed a waiver of the right to withhold approval of any similar plans subsequently submitted for approval.

Section 5.04. No Owner or other person or persons shall have any right to control, direct or influence the acts of Ludvik with respect to the approval or disapproval of any proposed plans. No responsibility, liability or obligation shall be assumed by or imposed upon Ludvik by virtue of the authority granted to it in this Article, or as a result of any act or failure to act with respect to any proposed plans. Ludvik shall not be liable to any Owner or to any other person for any damage suffered or claimed on account of any act or omission which occurs in connection with review, approval, or disapproval of plans, so long as the persons involved acted in good faith on the basis of information they then possessed.

Section 5.05. Upon approval of plans for any Improvements to be placed or constructed on any Lot within Property, or for any matter requiring prior approval of Ludvik, the Owner of the Lot shall deposit with Ludvik the security deposit as indicated on the aforementioned fee schedule as set forth in Section 5.02 hereof, or any amount as indicated on the aforementioned fee schedule, to insure that the Owner of the Lot upon which construction of the Improvement is occurring shall, during the construction period, maintain the Lot in a reasonably clean condition, including a porta-potty facility and the collection of construction debris in an adequate dumpster. Upon completion of the construction of the Improvement, Ludvik shall refund the deposit to the Owner of the Lot, less any expenses incurred by Ludvik in enforcing this provision.

Section 5.06. To minimize damage to the roads located within Property, Ludvik requires that all construction vehicles and equipment shall be on a staging area provided by each Lot Owner. This staging area may be asphalt, concrete, crushed rock, or mud rock. Each Lot Owner shall provide the location, in the site plan, of this staging area for the approval of Ludvik. The staging area must connect to the adjacent road in a manner as to eliminate potential damage to the adjoining roadway structure. After the completion of construction, material used for this staging area must be removed from the Lot. A location for placement of this staging material may be provided by Ludvik.

Section 5.07. Design proposals for construction of an Improvement consisting of a residence upon a Lot must be submitted to Ludvik within two (2) years of the date that the Lot was purchased by Owner, unless waived by Ludvik. In addition thereto, the Owner of a Lot shall have commenced construction of a residence upon a Lot within four (4) years of the date that the Lot was purchased by Owner, unless waived by Ludvik and have completed the construction thereon of a residence within five (5) years of the date that the Lot was purchased by Owner.

Section 5.08. Ludvik may, at any time, assign Ludvik's duties under this Article to the Board of Directors of the Association, or a committee thereof, except, that Ludvik, unless waived by a written document, shall retain the exclusive right to establish grades and slopes for all Lots within Property and affix the grade at which any building shall be constructed upon any Lot in conformity with the general plan of Ludvik, as amended from time to time, for the development of Property.

ARTICLE VI.
MINIMUM STANDARDS FOR APPROVAL OF PLANS

Section 6.01. All Lots in Property shall be used exclusively for single family residential purposes.

Section 6.02. A one (1) story single family residence shall contain at least 1,800 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio.

Section 6.03. A multi-story single family residence shall contain at least 1,500 square feet of floor area on the first floor exclusive of basement, garage, and other attached accessory floor area, i.e. deck/patio and at least 700 square feet of floor area on the second floor.

Section 6.04. The square footage of any other style of single family residence shall be subject to the approval of Ludvik.

Section 6.05. Each single family residential structure shall have an attached garage containing not less than three (3) nor more than four (4) car stalls. Each car stall shall be a minimum of ten (10) feet by twenty-one (21) feet. Garages containing more than four (4) car stalls for single family residential dwellings shall be subject to the approval of Ludvik.

Section 6.06. No dome homes, earthen homes, A-frame type homes, prefabricated homes, house trailers, single wide or double wide, mobile homes, or manufactured homes shall be permitted on any Lot in Property.

Section 6.07. Exterior surfaces on all residences shall be as follows:

- (a) All exposed foundation walls facing any street or road must be constructed of or faced with brick or other material consistent with the overall design of Property. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick or other material consistent with the overall design of the Property.
- (b) All residences in Property shall have, as a minimum, a 6/12 pitch roof and either heritage type (25-45 year) asphalt shingles, cedar wood shingles, slate shingles, or metal roofing upon the roof of each residence.
- (c) The front surface facing any street or road, exclusive of foundation walls, shall have a minimum surface coverage of fifty percent (50%) of brick or stone material.

Section 6.08. No wood decks or steps shall be permitted on the road side of any residential structure located on Property.

Section 6.09. All accessory buildings shall be no larger than the residential structure located on the Lot and shall be placed behind the rear line of the residential structure located on the Lot.

Section 6.10. All Improvements within Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Wahoo, Nebraska.

Section 6.11. No Improvements of any type or kind shall be permitted on any Lot within the easement as set forth in Section 3.01 hereof, except as provided therein.

Section 6.12. No fences of any type shall be permitted on any Lot within Property except as may be required for pools by the applicable zoning regulations of the City of Wahoo, Nebraska.

Section 6.13. No swimming pool may extend more than one (1) foot above ground level and shall be subject approval by Ludvik pursuant to Article V hereof.

Section 6.14. Any exterior air-conditioning condenser unit on any Lot shall be placed in the rear yard or any side yard so as not to be visible from public view.

Section 6.15. Any propane tank to be placed on any Lot shall be buried and shall be in the rear yard or any side yard of the Lot.

Section 6.16. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or to 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.

Section 6.17. 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.

Section 6.18. No repair of any snowmobiles, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of twenty-four (24) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction operations, and then only in a neat and inconspicuous a manner as possible.

Section 6.19. No temporary structure of any character, and no car port, trailer, modular home, open basement, tool shed, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An Owner may erect a swing set, playground equipment, gazebo, or other non-prohibited structure on a Lot only after securing the prior written approval of Ludvik. No structure or dwelling shall be moved from outside the Property to any Lot without the prior approval of Ludvik.

Section 6.20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

Section 6.21. Each Lot shall be required to have its own domestic water well and septic system, situated on each Lot so as to be in conformance with all rules and regulations of the City of Wahoo, Saunders County, and the State of Nebraska, and any of the appropriate departments thereof.

ARTICLE VII GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 7.01. Every Owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

- (a) The Owner of every Lot shall comply with Section 5.07 hereof. If an Owner of any Lot shall not have complied with Section 5.07 hereof, Ludvik shall have the option of purchasing said Lot from Owner for the original purchase price plus two percent (2%) per annum from the date of purchase of Lot from Ludvik to the date of Ludvik's notice herein notifying the Owner of the Lot in writing that Ludvik is exercising its option to purchase said Lot. Closing on said purchase shall be within sixty (60) days of the mailing by Ludvik to Owner of said written notice of Ludvik's exercising of its option. Said option to purchase shall continue in favor of Ludvik for a period of six (6) years from the date of purchase of Lot by Owner. Thereafter, said option to purchase in favor of Ludvik shall be null and void.
- (b) No Lot within Property shall be subdivided or combined with an abutting Lot without the prior written consent of Ludvik and shall be subject further to the Zoning and Subdivision Regulations of the City of Wahoo, Nebraska.
- (c) No livestock, reptiles, or poultry of any kind, which shall include, but not be limited to cattle, swine, sheep, goats, horses, snakes, or fowl, shall be raised or kept on any Lot in Property.
- (d) No noxious, offensive, or illegal activity shall be carried on upon Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the residents of Property.

- (e) No trailer, recreational vehicle, tent, shack, barn, or other outbuildings shall be constructed or placed upon a Lot to be used for human habitation, either temporarily or permanently, except a tent may be used for a limited time for recreational purposes. Camping overnight, whether in a tent, mobile home, or otherwise, is prohibited on all Lots that do not have a finished residence located thereon.
- (f) All garbage, refuse containers, and/or incinerators or trash burners, or other unsightly objects, shall be housed or shielded from public view by a building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.
- (g) Any interior damage to a residence located on a Lot shall be promptly reconstructed or removed in a timely manner, but no later than within ninety days after the date of occurrence of the damage.
- (h) All Improvements located upon a Lot shall, at all times, be kept in good condition and repair, the state of repair to be determined by Ludvik, its successors or assigns.
- (i) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in Property.
- (j) All rubbish, trash and garbage shall be promptly removed from any Lot.
- (k) All residential dwelling units shall be equipped with address numerals, which conspicuously identify the address of the dwelling unit.
- (l) Motor vehicles or trailers of any kind or type without current license plates shall not be parked or stored on any Lot other than in a completely enclosed building.
- (m) Each Owner of a Lot shall provide their own liability insurance policy for their respective Lot with a minimum total coverage of \$1,000,000.00 per occurrence.
- (n) No Owner of any Lot may alter the exterior of the residence located upon said Owner's Lot from the original construction thereof to include, but not be limited to, siding, color of roofing materials, gutters, doors, front yard landscaping, lawn, brick, light fixtures, foundations, driveways, or sidewalks, without the written approval of Ludvik, or Ludvik's successors or assigns.
- (o) No mini bikes, go carts, snowmobiles, or other similar vehicles, except no more than two (2) all-terrain vehicles, shall be operated on any Lot.
- (p) There shall be only one (1) basketball pole and hoop per Lot.
- (q) All pets of Owners of Lots, as permitted by the rules and regulations of the Association, must be kept in the inside of the residence located upon a Lot, unless said pet is on a leash or the under control of the Owner. Further, the following breeds of dogs, or any mix of the following breeds of dogs, or any dog displaying the majority of the physical traits of anyone or more of the following breeds of dogs, more so than any other breed, to include, but not be limited to, the American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, and Rottweiler breeds of dogs shall not be permitted within Timber Ridge Estates.
- (r) There shall be no advertising sign other than a "for rent" or "for sale" sign permitted on any Lot, provided that said "for rent" or "for sale" sign shall be no larger than four (4) square feet in area.
- (s) No residence located on a Lot within Property shall be utilized for any commercial or home occupation use.
- (t) All garage doors on the residences located upon the Lots will remain closed when the garage is not in use.
- (u) All other Improvements on all Lots in Property, including, but not limited to, hedges and trees, must, prior to their erection or planting, be approved by Ludvik, and if so

approved, shall, at all times, be kept in good condition and repair, said condition and repair to be determined by Ludvik.

- (v) Each Lot owner is responsible for all sediment and erosion control on the Lot. Material, (dirt or sand) shall not be allowed to wash an adjoining Lot and/or Common Area. Each Lot Owner shall direct all drainage on their Lot so as not to cause damage to an adjacent Lot or Common Area. Any issues with water pooling in the front yard/road ditch areas shall be addressed by the Lot Owner.
- (w) 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 a dog house. Dog houses shall not be allowed on the road side of the residence, only on the side lot of the residence. No dog runs or kennels may be constructed or installed on any Lot without the written permission of Ludvik.
- (x) All Members or any other person or entity using or entering the Property shall be responsible for taking reasonable steps to ensure the safety of all Members and guests. Any condition or obstruction within the Property that may pose a risk of safety to the Members of their guests shall be reported to Ludvik and the Association's Board of Directors immediately. Furthermore, each Member shall take reasonable steps to warn or otherwise abate the condition or obstruction until the Board of Directors has had time to address the situation.
- (y) Ludvik/Association shall have the authority to adopt and enforce Rules and Regulations that are in the best interests of the Members, though not explicitly set forth herein. No Member shall face any discipline under a new Rule or Regulation until such Rule or Regulation has been adopted by a majority of the Board of Directors and the Members have been informed of such new Rule or Regulation.
- (z) Any Lot upon which there is a geothermal HVAC shall not permit the discharge of excess water from the geothermal HVAC onto the Lot, or adjoining Lot, or Common Area. Said discharge shall be pumped into a well or be a closed loop system.
- (aa) All domestic water wells and/or septic systems on each Lot shall be in compliance with all applicable rules and regulations of the City of Wahoo, Nebraska and/or the State of Nebraska and the applicable department or departments thereof.

ARTICLE VIII. RESERVED RIGHTS OF LUDVIK

Section 8.01. Nothing contained herein shall limit Ludvik's right to:

- (a) Complete excavation, grading and construction of Improvements to and on any portion of Property owned by Ludvik;
- (b) Alter the excavation, grading and construction plans and designs within Property and add additional Lots thereto;
- (c) Construct such additional Improvements within Property as Ludvik deems advisable;
- (d) At Ludvik's sole discretion, transfer all or any part of Ludvik's rights pursuant to this Declaration to their respective heirs, personal representatives, successors and assigns, and/or to the Association;
- (e) Rezone and/or develop any property of Ludvik adjacent to or near Property.

ARTICLE IX. MISCELLANEOUS

Section 9.01. In the event an Owner fails to maintain a Lot according to this Declaration, Ludvik, and/or the Association, through their agents, may, but shall not be required to, enter upon the Lot and take such action as is necessary to place the Lot in conformity within this Declaration. Prior to entering a Lot to perform such maintenance, Ludvik/Association shall provide the Owner with written notice, which shall specify the required action and time in which it must be completed. If an Owner fails to comply and Ludvik/Association performs such action, Ludvik/Association may access

the cost thereof against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest on per annum basis until paid at the rate of fourteen (14%) per cent per annum.

Section 9.02. Ludvik/Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by any provision of this Declaration. Failure of Ludvik/Association or of 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.

Section 9.03. Ludvik/Association, or any person entitled to enforce any of the terms hereof who obtains a judgment or decree in an action brought to enforce any of the provisions hereof, shall, to the extent permitted by law, be entitled to recover reasonable fees of attorneys and other professionals and all expenses incurred or anticipated to be incurred in enforcing these covenants or any other rules or regulations adopted by Ludvik/Association with regard to the Property.

Section 9.04. Neither Ludvik nor the Association shall be liable to any person for damages arising out of the enforcement or non-enforcement of these covenants. The failure to enforce any portion of this Declaration shall not be deemed a waiver to the right to subsequently do so.

Section 9.05. Invalidation of any one or more of these covenants or restrictions, by judgment or Court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 9.06. These Declarations may be amended by Ludvik, or any person, firm, corporation, partnership, or entity designated in writing by Ludvik, in any manner which it may determine in Ludvik's full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter, these Declarations may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots covered by these Declarations. Any amendment to these Declarations shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 9.07. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being all of the Owners of Property, have executed these Declarations of Covenants, Conditions and Restrictions as of the date of the acknowledgement hereto.

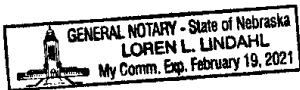
LUDVIK & ASSOCIATES, LLC, a
Nebraska Limited Liability Company,

By: Richard F. Ludvik
Richard F. Ludvik, Member

By: Karen A. Ludvik
Karen A. Ludvik, Member

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 26th day of February, 2018, by Richard F. Ludvik and Karen A. Ludvik, the sole and only Members of Ludvik & Associates, LLC, a Nebraska Limited Liability Company.



[Signature]
Notary Public