

16 Ret-12 12/16

RECEIVED

Nov 13 3 02 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



1228 676 MISC



14464 97 676-688

14464 DC-8129
FEE 80.00 FB
BKP C/O COMP
DEL SCAN FV

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR INDIAN CREEK - VILLAS
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Gottsch Land Co., a Nebraska corporation, ("Declarant").

PRELIMINARY STATEMENT

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

Lots 48 through 78, inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate 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, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school or park.

2. The main residential structure for each Lot shall be a one-story ranch style house the finished and enclosed living area of which, exclusive of porches, breezeways, basements and garages, shall be not less than 1700 square feet. For each dwelling, there must be erected a private garage for not less than two (2) cars, (each car stall to be a minimum size of ten feet by twenty-one feet).

3. No residence, building, fence, wall, driveway, patio enclosure, rock garden, landscaping, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Architectural Control Committee as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Architectural Control Committee of the owner's mailing address.

(ii) The Architectural Control Committee shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If the Architectural Control Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Architectural Control Committee may refuse approval of the proposed Improvement.

(iii) Written notice of 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 rejected by the Architectural Control Committee.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee

with respect to any proposed improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant or the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section or as a result of any act or failure to act by Declarant or the Architectural Control Committee with respect to any proposed improvement.

The Architectural Control Committee shall consist of a Committee of the Declarant or its designated representative, successor or assigns, and the lot pool builders. The Declarant shall have a majority vote. At such time as all lots have had residential structures constructed thereon, then the Declarant's and home builders' rights hereunder shall transfer to the Homeowners Association.

4. The front of all residential structures must be constructed of or faced with one (1) of five (5) brick or two (2) stone selections approved by the Architectural Control Committee. Siding and siding colors shall be limited to one (1) of three (3) selections approved by the Architectural Control Committee. Exterior landscaping shall be limited to one (1) of three (3) plans approved by the Architectural Control Committee. All driveways, including driveway approaches, must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys and chases shall be covered with the same brick or stone used on the house front. The roof of all improvements shall be covered with wood cedar shake or shingles or other equivalent materials specifically approved in writing by the Architectural Control Committee. No vertical siding shall be permitted.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exposed exterior television, broadcasting or radio antenna or satellite dish of any sort shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; 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 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 enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time.

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. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards shielded from view by a fence or shrubs.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No fence shall be constructed abutting the Indian Creek Golf Course except six (6') foot galvanized black wrought iron to be specially selected and approved by the Architectural Control Committee. Side fences and limited private fences around swimming pools, patios and the like on such lots shall be the same (galvanized black wrought iron specifically approved by the Architectural Control Committee) except that they may be four (4') feet in height. Fences on interior lots must be approved by the Architectural Control Committee. No chain link fences will be allowed.

12. No swimming pool may extend more than one (1') foot above ground. All swimming pool equipment shall be kept in an enclosed area for noise abatement and concealed from public view.

13. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

15. Driveway approaches between the sidewalk and curb on each lot shall be concrete or other approved material matching the driveway approved by the Architectural Control Committee. Should repair or replacement of the driveway or driveway approach be necessary, the repair or replacement shall be concrete or such other matching material approved by the

Architectural Control Committee. No asphalt overlay of the driveway or driveway approach shall be permitted. All curb cuts shall be ground or cut out.

16. 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 that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Control Committee. No dog runs shall be allowed. Dog houses shall only be allowed at the rear of the building, concealed from public view.

17. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of fifteen (15) inches.

18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Indian Creek to any Lot.

19. All utility service lines from each lot line to a dwelling or other improvement shall be underground.

ARTICLE II
EASEMENTS AND RESTRICTIONS
RELATING TO GOLF COURSE

1. Declarant has constructed and operates and maintains a golf course adjacent to Lots 49 through 55 and 71 through 78, inclusive of Indian Creek. Declarant anticipates that the proximity of the Lots to the golf Course will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Course onto the Lots; and (ii) normal operation and maintenance of the golf course will involve operation of mowers and other power equipment during the evening and early morning hours.

2. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion of errant shots onto the lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

3. The easements granted in this Article are for the use and benefit of the Declarant and owner of the Golf Course, its successors and assigns in ownership of the golf Course, and any lessee, licensee, permittee or invitee of the owner of the Golf Course. Without limitation of the

foregoing, the Grantees shall include any person or entity which contracts to operate the Golf Course, and any golfer who is duly authorized to play golf on the Golf Course.

4. No grantee shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not : (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of the Golf Course. By accepting title to a Lot, each owner hereby covenants that it will not sue any grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the Golf Course designer, the Golf Course builder, the Golf Course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Golf Course or siting of the unit.

5. The owner of the Golf Course may from time to time change the configuration and layout of the Golf Course (including a driving range). Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no owner of a Lot shall have any right to object to, or in any manner limit changes to the golf course and the easements granted in this Article shall remain full effective as to all of the Lots after such changes.

6. The Golf Course is private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operation of the Golf course relating to use of and play on the Golf Course. Owners shall not enter onto the Golf Course without the prior written permission of the Golf Course owner or operator.

ARTICLE III **EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, 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 and the for transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary line of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under

and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Easements relating to the landscaping areas are set forth in Declaration of Easements which has been filed with the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV
NOTICE OF POTENTIAL TELEPHONE
FACILITIES CHARGE

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the lots at the time service is requested.

ARTICLE V
HOMEOWNER'S ASSOCIATION

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to Indian Creek - Villas Owners Association, Inc., a Nebraska non-profit corporation, its successors and assigns.

2. "Owner" shall mean and refer to:

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

3. "Properties" shall mean and refer to:

Lots 48 through 78, inclusive, of Indian Creek, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties.

5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

7. "Declarant" shall mean and refer to Gottsch Land Co., a Nebraska General Partnership, its successors and assigns.

B. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

C. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

D. Every Owner of a Lot which is subject to assessments shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessments.

E. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends the meeting to exercise the member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

D. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be the Owners of all Lots other than Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant.

Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be the Owner of all Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. The Class B membership shall terminate and be converted into Class A membership (with each former Class B Member then entitled to one vote for each Lot owned) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2001.

E. The Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

F. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance, and other matters as more fully set out in Sections N and O below.

G. The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any monthly maintenance assessment for the purpose of meeting the requirements of Section E(2) above for exterior maintenance and for other operational expenses of the Association.

H. The Association may levy special assessments from time to time against an Assessable Lot for the purpose of meeting the requirements of Section E(1) above for the costs of any construction, reconstruction, repair or replacement of any capital improvements on such Lot, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

I. Written notice of any meeting called for the purpose of taking any action authorized under Sections G or H shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not presented, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

J. The monthly assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other period assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specific Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

K. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal interest rate for written agreements allowable by law in the State of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

L. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device,

on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

M. The Association may provide exterior maintenance upon each Assessable Lot as set forth hereinafter.

N. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements in common or public areas and/or as originally installed by the builder on the Properties, except such improvements as may be within the confines of any fenced in area on any Assessable Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements and Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand except the western slopes of Lots 65 through 68, inclusive, which abut on 193rd Ave. Circle which slopes shall be fully maintained by the Association.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.
- (d) The Section P requirements.

O. The Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems or other improvements to the Properties, but may, at its discretion, to the extent that any Owner has not maintained, replaced or kept repaired any of said improvements on his/her Lot to the standard set by the Association, upon thirty (30) days prior notice to cure, maintain, repair, (including painting) and replace any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, and cooling units for air condition systems which have not been so maintained, repaired or replaced and assess against such Lot special assessments for the costs and expenses associated with such maintenance, repair and/or replacement.

P. The Association shall enter into a maintenance agreement with Sanitary and Improvement District No. 404 of Douglas County, Nebraska and the City of Elkhorn which obligates the Association on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all medians, street islands and common areas within the Properties including all subdivision signs, entrance signs and related fixtures including all landscaping.

ARTICLE VII **GENERAL PROVISIONS**

1. The Declarant, Homeowners Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, Homeowners Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof.

3. Lots 48 through 78, inclusive, Indian Creek is the first of two or more anticipated phases of Indian Creek - Villas and Declarant shall, upon development of any subsequent phase, have the option, at its sole discretion to add such lots to this Declaration and include them as a part of the Indian Creek - Villas Homeowners Association.

4. Invalidity of any one of these covenants 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 these presents to be executed this 13th day of November, 1997.

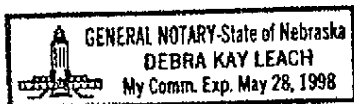
GOTTSCH LAND CO.,
A Nebraska Corporation

By: 

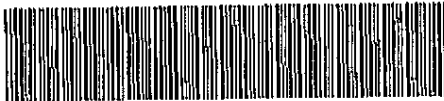
Brett A. Gottsch, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

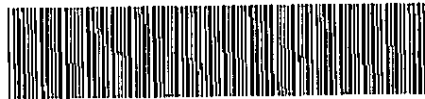
The foregoing instrument was acknowledged before me this 13th day of November, 1997 by Brett A. Gottsch in his capacity as President of Declarant.



Debra Kay Leach
Notary Public



1247 032 MISC



06052 98 032-

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 MAY -6 PM 3:58

RECEIVED

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding to the first sentence Article I, Paragraph 3 "mailbox".

All other terms of said Declaration shall remain in full force and effect.

Dated this 27 day of April, 1998.

GOTTSCHE LAND CO.

By

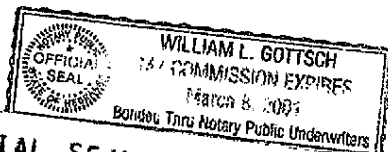
BRETT A. GOTTSCHE, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 27 day of April, 1998, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Return to:

Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

OK

Notary Public

6052 J OC-18129
FEE 20 FB _____
BKP _____ C/O _____ COMP VP
DEL _____ SCAN OC FY _____



1278 483 MISC



00818 99 483-

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JAN 20 PM 2:39

RECEIVED

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding the following to Paragraph F of Article VI:

The Association shall also reimburse to the Indian Creek - Landing Homeowners Association a prorata share based on number of lots to the operational cost of the entrance monument located at 195th Street and West Maple Road.

All other terms of said Declaration shall remain in full force and effect.

Dated this 18th day of Jan, 1999.

GOTTSCH LAND CO.

By

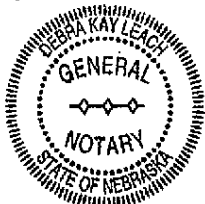
BRETT A. GOTTSCH, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 18th day of Jan, 1999, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



Notary Public

MY COMMISSION EXPIRES:
May 28, 2002

Return to:
WALSH, FULLENKAMP & DOYLE
11440 West Center Road
OMAHA, NEBRASKA 68144-4432
ack

818
FEE 20 FB 60-18129
BKP _____ C/O _____ COMP. ELB
DEL _____ SCAN dc FV _____



BK 1444 PG 743-743



MISC 2002 13547

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 JUN 13 PM 1:44

RECEIVED

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding the following sentence to Article I, Paragraph 4, "All yards shall be fully sodded except upon specific written approval of the Architectural Control Committee".

All other terms of said Declaration shall remain in full force and effect.

Dated this 23 day of May, 2002.

GOTTSCHE LAND CO.

By

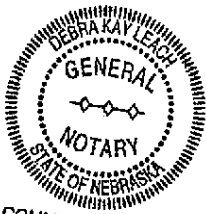
BRETT A. GOTTSCHE, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 23rd day of May, 2002, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



Notary Public

MY COMMISSION EXPIRES:
May 28, 2002

Return to:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

OKI

misc 2050
FEE 2050 FB 2050
BKP 31 CO 31 COMP 31
DEL 31 SCAN 31 FV 31



MISC

2003163430

REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

AUG 28 2003 15:46 P 1

RECEIVED

B

FEE 20.50 FB 02-18129
 2/BKP _____ C/O _____ COMP 4
 DEL _____ SCAN _____ FB _____

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding after the word "completed" in Article I, Paragraph 13 "and the lot fully sodded".

All other terms of said Declaration shall remain in full force and effect.

Dated this 25 day of August, 2003.

GOTTSCHE LAND CO.

By

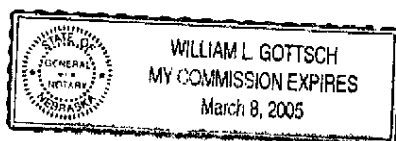
BRETT A. GOTTSCH, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 25 day of August, 2003, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



Notary Public

Will [Signature] Return to:
 FULLENKAMP, DOYLE & JOBEUR
 11440 WEST CENTER ROAD
 OMAHA, NEBRASKA 68144-448
 OKL



MISC

2007022514



FEB 27 2007 14:36 P 1

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

2/27/2007 14:36:32.97



2007022514

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek-Villas in Douglas County, Nebraska "Declaration" for Lot forty-eight (48) through Seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2.. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 as amended in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended as follows:

First, by adding the following to the seventh sentence of Paragraph 4 of Article I after the word "shingles" "Presidential weathered wood shingles"; and
Second, by deleting from the third sentence of Paragraph 11 of Article I after the word "Committee" to the end of the sentence.

All other terms of said Declaration shall remain in full force and effect.

Dated this 12 day of Feb, 2007.

GOTTSCHE LAND CO.

By

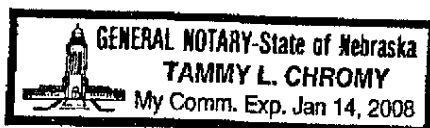
BRETT A. GOTTSCHE, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 12 day of Feb, 2007, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



Notary Public

Tammy L. Chromy
TULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
OKL

✓ 36326