

CERTIFICATE

Certificate# 5049

Douglas County Assessor/Register of Deeds

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)

I, DIANE L. BATTIATO, Assessor/Register of Deeds of Douglas County, Nebraska, do hereby certify the attached instrument is a true and correct copy of the record(s) in the office of said Assessor/Register of Deeds.

IN TESTIMONY WHEREOF, I have placed my signature and seal.

DATE: 02-15-2018

SIGNED: _____

Diane L. Battisto

Assessor / Register of Deeds

6/29/10





MISC 2012005787



JAN 19 2012 11:47 P 21

MISC
 21/ FEE 286.00 *cash* FB See legal
 1362 BKP _____ C/O _____ COMP See
 K DEL _____ SCAN _____ FV _____
cash



Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/19/2012 11:47:34.58



2012005787

**AGREEMENT TO
 AMEND AND RESTATE DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF DEER CREEK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Deer Creek, A Subdivision in Douglas County, Nebraska (hereinafter referred to as "Amendment") is made this 16 day of ~~December, 2011~~ ^{January, 2012} by THE DC HOMEOWNERS' ASSOCIATION (hereinafter referred to as "Successor Declarant") and LANDMARK ENTERPRISES, INC., a Nebraska corporation, successor in interest to IRISHSTONE, L.L.C. (hereinafter referred to as "Original Declarant").

WITNESSETH:

WHEREAS, on October 9, 1999, Irishstone, L.L.C. filed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Phase 1 of Deer Creek, a Subdivision in Douglas County, Nebraska, recorded in Official Records Book 1314 Page 380 of the Public Records of Douglas County, Nebraska; and on November 27, 2001, Irishstone, L.L.C. filed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Phase 2 of Deer Creek, a Subdivision in Douglas County, Nebraska, recorded in Official Records Book 1410, Pages 053-066 et seq. of the Public Records of Douglas County, Nebraska (collectively referred to herein as "Declaration"); and

WHEREAS, Successor Declarant desires to amend and restate the Declaration in its entirety and have such Amended and Restated Declaration apply to all lots located within both Phase 1 and Phase 2 of Deer Creek; and

WHEREAS, Irishstone, L.L.C. sold some of the lots it owned within Phases 1 and 2 of Deer Creek to Landmark Enterprises, Inc. in 2005 at which time, under the terms and provisions of the purchase agreements executed by Irishstone, L.L.C. and Landmark Enterprises, Inc., Landmark Enterprises, Inc. assumed some of the rights, responsibilities and obligations of Irishstone, L.L.C., specifically assuming the Original Declarant's rights and responsibilities with respect to Phases 1 and 2 of Deer Creek.

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of the owners of not less than seventy-five percent (75%) of the Lots.

Deer Creek HOA
 P.O. Box 34699
 OMAHA, NE 68134

402 3332035



WHEREAS, the Board of Directors of the Successor Declarant has proposed to amend and restate the Declaration in order to update the method of community governance, to establish flexible and reasonable procedures to govern owners of residences and to further define the procedures and responsibilities of the Board of Directors and the Successor Declarant, among other things; and

WHEREAS, notice of a special meeting of the Successor Declarant for the purpose of considering this Amendment was given to each Voting Member on July 10, 2008; and

WHEREAS, a special meeting of the Successor Declarant was held on July 17, 2008, for the purpose of considering this Amendment. Upon motion duly made and seconded it was agreed that, in order to give all members of the Successor Declarant sufficient time to consider the proposed amendments to the Declaration, such meeting be reconvened at a later date. Notices of such reconvened meeting were given to all members of the Successor Declarant on March 19, 2009, and such reconvened meeting was then held on March 26, 2009, at which 291 votes were cast in favor of this Amendment.

WHEREAS, eighty-one percent (81%) of the owners of the Lots voted to amend and restate the Declaration by adopting this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Deer Creek, a Subdivision in Douglas County, Nebraska ("Amendment").

NOW THEREFORE, the Declaration is hereby amended by striking it and all amendments and exhibits thereto in their entirety and substituting in its place the Amended and Restated Declaration attached hereto.

IN WITNESS WHEREOF, the undersigned officers of the Successor Declarant hereby certify that this Amendment has received the requisite approval pursuant to Article VI, Section 2 of the Declaration this 16 day of ~~December 2011~~, as set forth on the following Certification.

JANUARY 2012

DC HOMEOWNERS' ASSOCIATION
By: *Richard Rozgay*
Its: President *RICHARD ROZGAY*
By: *X* *David W. Andersen*
Its: Secretary *DAVID ANDERSEN*

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of DC HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, and that the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Deer Creek was duly adopted at a meeting of the Successor Declarant held on the 26th day of March, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Successor Declarant this 16 day of ~~December 2011~~.

JANUARY 2012

X *David W. Andersen*
DAVID ANDERSEN



SECRETARY

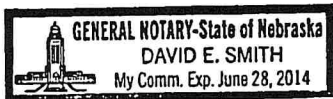
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16 day of ~~December, 2011~~, ^{January 2012 BSA} before me, the undersigned, a Notary Public in and for said County, personally came RICHARD ROZGAY and DAVID ANDERSEN, to me personally known to be the President and Secretary of DC Homeowners' Association, and the identical person whose name is affixed to the above and foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easement of Deer Creek, A Subdivision In Douglas County, Nebraska and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

WITNESS my hand and Notary Seal at Omaha, Nebraska, the day and year last above written.



NOTARY PUBLIC



**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
DEER CREEK, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA**

THIS AMENDED AND RESTATED DECLARATION is made this 26th day of March, 2009 by DC HOMEOWNERS' ASSOCIATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as "Successor Declarant") and LANDMARK ENTERPRISES, INC., a Nebraska corporation, successor in interest to IRISHSTONE, L.L.C (hereinafter referred to as "Original Declarant").

WITNESSETH:

NOW, THEREFORE, Successor Declarant hereby declares that all of the real property described on Exhibit "A", hereto (the "Properties") shall be subject to the covenants, conditions, restrictions and easements set forth in this Amendment. Successor Declarant further declares that the Properties shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the easements, restrictions, covenants and conditions set forth below, which are for the purpose of protecting the value and desirability of the Properties, and which shall run with such real property and be binding on all parties having any right, title or interest in or to all or any portions of the Properties, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1. "Successor Declarant" shall mean and refer to the DC HOMEOWNERS' ASSOCIATION, its successors and assigns.
2. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Successor Declarant and any board, group or entity of the successor or assigns to the Successor Declarant serving in a comparable capacity to the Board of Directors of the Successor Declarant.
3. "Common Area" shall mean and refer to all real property and any improvements thereon from time to time owned or leased by the Successor Declarant for the common use and enjoyment of all of the Members. Such property may (but need not) include any common areas, recreational facilities, parks and other open space land, storm water management and drainage facilities, private streets not dedicated to the City of Omaha, Douglas County, or State of Nebraska, pathway and bikeway systems and fencing on Common Areas. The Successor Declarant is responsible for management and maintenance of all Common Areas.
4. "Original Declarant" shall mean Landmark Enterprises, Inc.
5. "Declaration" shall mean and refer collectively to the Declaration of Covenants, Conditions, Restrictions and Easements dated October 6, 1999 and recorded October 27, 1999 in the Office of the Register of Deeds of Douglas County, Nebraska, in Book 1314 at Page 380, and the Declaration of Covenants, Conditions, Restrictions and Easements dated November 19, 2001 and recorded November



27, 2001, in the office of the Register of Deeds of Douglas County, Nebraska in Book 1410 at Page 53, applicable to the Properties, as amended and restated from time to time.

6. **“Governing Documents”** shall mean and refer to Declaration, Amendment, Articles of Incorporation, Bylaws and any Rules and Regulations adopted by the Board of Directors.

7. **“Improvement”** shall mean and refer to:

a. Any thing or object (other than trees, shrubbery, landscaping and hedges which will be less than two feet high at full growth) the placement of which upon any Property may affect the appearance of such Property, including but not limited to building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, playground equipment, fence, curbing, paving, wall, signboard, wishing well, bird bath, statues or any other temporary or permanent improvement on such Property.

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

c. Any change of more than six (6) inches in the grade of any Property.

8. **“Lot”** shall mean and refer to any platted lot (other than for roadways) shown upon any recorded subdivision map of the Property.

9. **“Member”** shall mean and refer to all Owners of Lots.

10. **“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 purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser’s obligation under the contract.

11. **“Property” or “Properties”** shall mean and refer to that certain real property, more particularly described in Exhibit “A” attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Successor Declarant.

12. **“Special Assessment”** shall mean and refer to the charge or charges imposed pursuant to this Amendment.

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 Original Declarant and/or the Successor



Declarant (hereinafter jointly referred to as "Original Declarant"), or their successors or assigns, for use in connection with a Common Facility, or as a church, school, park, golf course or for non-profit use.

2. No Improvement shall be constructed, reconstructed, 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 Original Declarant or the Architectural Review Committee (the "ARC"), as hereinafter defined, pursuant to Article VI of this Amendment, as follows:

a. An owner desiring to erect an Improvement shall deliver one set of construction plans, landscaping plans and plot plans to Original Declarant or ARC (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Original Declarant or ARC of the Owner's mailing address.

b. Original Declarant or ARC shall review such plans in light of the conditions and restrictions of Article II of this Amendment and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Original Declarant and ARC intend 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 Original Declarant or ARC in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Deer Creek Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Amendment. If Original Declarant or ARC determines that the proposed Improvement does not conform to the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Original Declarant or ARC may refuse approval of the proposed Improvement.

c. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Original Declarant or ARC, or to control, direct or influence the acts of the Original Declarant or ARC with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Original Declarant or ARC by virtue of the authority granted to Original Declarant or ARC in this Paragraph, or as a result of any act or failure to act by Original Declarant or ARC with respect to any proposed Improvement.

d. Upon the earliest to occur of the following:

- i. Single family residences shall be constructed and occupied on ninety percent (90%) of all the Lots, or
- ii. December 31, 2011

all discretions of Original Declarant under this Article II, Paragraph 2, shall transfer to the Homeowner's Successor Declarant and shall be administered pursuant to the provisions of Article VI herein.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two and one-half stories in height ("Residence"). Residences on all Lots shall have minimum setbacks based on zoning as outlined below:



<u>Lot Number</u>	<u>Zoning</u>	<u>Front Yard</u>	<u>Rear Yard</u>	<u>Interior Side Yard</u>	<u>Side Yard Facing Street</u>
1 through 36	R-4	25'	25'	5'	15'
69 through 135	R-4	25'	25'	5'	15'
178 through 233	R-4	25'	25'	5'	15'
246 through 269	R-4	25'	25'	5'	15'
270 through 314 (Estate Lots)	R-3	35'	25'	7'	17.5'
315-317	R-4	25'	25'	5'	15'
318 through 390 (Villas)	R-5	25'	25'	5'	15'
391 through 450	R-4	25'	25'	5'	15'

4. The exposed front foundation walls and any foundation walls facing any street of all main residential Improvements must be constructed of or faced with brick, stone, stucco or other material approved by the Original Declarant or ARC. All exterior front and side walls of all main residential Improvements not covered by brick, stone, stucco or other approved materials, must have horizontal siding with the color approved by the Original Declarant or ARC. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete or other approved materials. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Direct vent fireplaces are permitted. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, stucco or other materials approved in writing by Original Declarant or ARC. Unless otherwise approved by the Original Declarant or ARC, roofs are to be covered with "Weathered Wood" Presidential Shake Celotex shingles or earth-tone tile or slate. All other external materials of any Improvement shall be of white, off-white or earth-tone. All tie walls must be of brick, concrete, concrete pavers, or other approved interlocking materials. No wood/railroad tie walls will be allowed.

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 lot as "For Sale", without express written permission from the Board. Advertising signs, billboards, unsightly objects or nuisances shall never be erected, placed or permitted to remain on any Common Area Lot without express written permission from the Board.

6. No premises shall be used in any way for any purpose that may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

7. No business activities of any kind shall be conducted on any Lot without express written permission from the Board of Directors. Provided, however, the provisions of paragraphs 5, 6 and 7 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Original Declarant, their agents or assigns, during the construction and sale of the Lots.



8. No exterior television or radio antenna or disc greater than 28"x25" in size shall be permitted on any Lot other than in an enclosed Improvement hidden from public view.
9. 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 be abandoned on any Lot. No unused building materials, 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.
10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed Improvement) for more than twenty (20) days within a calendar year. No other vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this paragraph 10 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 a 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.
11. No incinerator, trash burner or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.
12. 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.
13. No fence shall be permitted to extend beyond the front line of a main residential Improvement. All fencing shall be only composed of wrought iron or ornamental iron or materials that have a like appearance. No fence shall be below the height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground.
14. No swimming pool may extend more than one foot above ground level.
15. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such fashion as to materially change the grade or contour of any Lot.
16. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed 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 Improvement and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.
17. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or placement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.



18. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed Improvement have been first approved by Original Declarant or ARC, or its assigns. Dog houses shall only be allowed at the rear of the residence. No dog runs or kennels allowed unless approved by the Original Declarant or ARC. No livestock or agricultural-type animals shall be allowed in the Subdivision, including pot-bellied pigs.
19. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as not to be visible from the street. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, unless parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot and is as large in area as the largest Lot.
21. No Improvement of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently.
22. Any owner may erect a swing set, playground equipment, pool house or other nonprohibited Improvement on a Lot only after securing the prior written approval of the Original Declarant or ARC.
23. No Improvement or dwelling shall be moved from outside Deer Creek to any Lot without the written approval of Original Declarant or ARC.
24. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
25. No garage doors shall be permitted to remain open except when entry to and exit from the garage is required.
26. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Deer Creek Subdivision.
27. On each Lot, the Residence, structures and other Improvements shall be maintained in a neat, orderly and safe condition by the Owner of such Lot at all times. Exterior finishes on all structures, including the residence, shall not be permitted to remain in a chipped or peeling condition. The Owner of such Lot shall at all times maintain all sidewalks and other "public" Improvements upon such Lot in a safe and clean condition, free of any obstructions, trash, or other materials. In the event any Owner shall fail to so maintain any Lot, the Successor Declarant may notify the Owner that the Lot, Residence, or Improvements on the Lot require repair or renovation and shall provide specific requirements to such Owner for such repair or renovation. All such notices shall be in writing and issued to the Owner of any such Lot either in person or via certified U.S. mail, postage prepaid. Except for removal of trash or other obstructions, the Owner shall have 30 days after receipt of such notice in which to complete all such repairs and renovations set forth in the notice. In the event the Owner is unable to complete the necessary repairs and renovations within such 30 days in spite of Owner's good faith efforts to do so, the Owner may request an extension from the Successor Declarant, with such extension not to exceed 90 days, and



which request shall not be unreasonably denied by the Original Declarant or the Successor Declarant. Trash or obstructions on sidewalks must be removed within twenty-four (24) hours of the Lot Owner's receipt of notice.

Should any Owner fail to comply with a written notice, the Successor Declarant may take such actions as it deems reasonably necessary to restore the Lot, Residence and all Improvements and landscaping, to a neat and orderly condition. All costs incurred by the Successor Declarant shall become an assessment against the Lot and shall become the obligation of the Owner. Any such assessment shall be made as set forth in Article V below, and shall become a lien upon the Lot and its Improvements as set forth in Article V, Section 9 below.

**ARTICLE III
RESIDENTIAL LOT RESTRICTIONS AND EASEMENTS
AS RELATED TO GOLF COURSE**

1. All Lot owners hereby acknowledge that certain of the Lots may not have an unobstructed view, or may not have any view at all, of the Golf Course to be constructed on Lots 234 through 239 and Lots 452 through 458 of Deer Creek Subdivision (hereinafter "Golf Course" or "Golf Course Lots"), and that the right of privacy appurtenant to each residential lot shall be subject to such disruption and invasion, by noise, windblown debris and the like, as is normally associated with golf course construction/maintenance, grass mowing and equipment maintenance.

2. Assumption of Golf Course Risks: By acceptance of a deed to a Lot, each Owner acknowledges that owning Property in Deer Creek is subject to each of the following risks and that the owner assumes each of these risks: (i) the risk of damage to property or injury to persons or animals from golf balls hit on or over an Owner's Lot or other portions of the Development; (ii) the entry by golfers onto Owner's Lot or other portions of the Development to retrieve golf balls; (iii) overspray in connection with the watering or fertilizing of the roughs, fairways and greens on the Golf Course; (iv) noise from Golf Course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) odors arising from irrigation and fertilization of the turf situated on the Golf Course; and (vii) disturbance and loss of privacy resulting from golf course maintenance, golf cart traffic and golfers. Additionally, each Owner acknowledges and understands that pesticides and chemicals may be applied to the Golf Course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course.

Each Owner expressly assumes such detriments and risks, and agrees that neither Original Declarant, Successor Declarant nor any Residential Developer, the Golf Course Owner, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns shall be liable to the Owner or occupant of any Lot, or any family member, guest, employee or agent, or anyone else claiming any loss or damage, including without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or residence to the Golf Course. Each Owner shall indemnify and hold harmless Original Declarant, Successor Declarant, the Residential Developers, and the Golf Course Owner, and their successors and assigns against any and all such claims by Owner's family members, invitees or agents. The Owner's foregoing indemnity obligations shall not exceed the amount of liability insurance maintained by the Owner at the time the event occurred that gave rise to the Owner's indemnity obligations.



3. Appearance of Golf Course: Each owner acknowledges, understands and agrees that no Owner shall have the right to compel the Golf Course Owner to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements shall be determined in the sole discretion of the Golf Course Owner.

4. Golf Course Easements. There is reserved for the benefit of the Golf Course Owner, and its successors and assigns, a nonexclusive right and easement appurtenant to the Golf Course as the dominant tenement over each Residential Lot as the servient tenement for purposes of overspray in connection with the watering and fertilizing of the roughs, fairways, tees and greens on the Golf Course and for the intrusion of golf balls onto or over the servient tenement from the roughs, fairways, tees and greens of the Golf Course. Any person for whose benefit the right and easement for overspray and intrusion is reserved shall not be liable to any Owner for any damage to person or property occasioned by such overspray or intrusion unless occasioned by the intentional act of such Person. The rights and easements reserved by this section shall be for the benefit of the Golf Course Owner, Original Declarant and the Residential Developers and their successors and assigns and for the benefit of their employees, contractors, agents, guests, invitees, licensees and all persons playing the golf course (collectively "Beneficiaries").

5. Prior to commencement of any construction activities on any Lot which is adjacent to one or more of the Golf Course Lots, a silt fence must be installed in a trench constructed along all boundary lines of such lot which are adjacent to the Golf Course, so as to prevent any run off of silt or other erosion from such lot onto the Golf Course property.

ARTICLE IV LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Original Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Original Declarant and the Successor Declarant to maintain, repair and replace the Landscape Buffer and Boundary Fence. Without limitation of the rights and easements granted by this Amendment, the Original Declarant or Successor Declarant may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer and Boundary Fence.

ARTICLE V HOMEOWNERS' ASSOCIATION

1. **The Successor Declarant.** Original Declarant shall cause the incorporation of DC Homeowners' Successor Declarant, a Nebraska not for profit corporation (hereinafter referred to as the "Successor Declarant"). The Successor Declarant shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

a. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playground and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Deer Creek. Common Facilities may be situated on property owned or leased by the Successor Declarant, on public property, on private property subject to an easement in favor of the Successor Declarant, or on property dedicated to a Sanitary Improvement District.



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 to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Deer Creek; and the protection and maintenance of the residential character of Deer Creek.

2. **Membership and Voting.** The Owner of each Lot in Deer Creek Phase I and Deer Creek Phase II shall be a Member of the Successor Declarant. For purposes of this Amendment, 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 such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Amendment. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owners of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Successor Declarant, except that Original Declarants shall have three votes for each lot owned until the total number of lots owned by non-Original Declarants equals 80% of the total number of lots included in the Successor Declarant at which time all Lots shall be entitled to one vote.

3. **Additional Lots.** Original Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Amendment is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Original Declarant recordation with the Register of Deeds of Douglas County, Nebraska, of an Amendment, executed and acknowledged by Original Declarant, setting forth the identity of the additional residential lots which shall become subject to this Amendment. In addition, the Amendment may declare that all or any part of the additional residential lots which shall become subject to the Amendment shall be boundary Lots as that term is defined herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

4. **Purposes and Responsibilities.** The Successor Declarant shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Successor Declarant. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

b. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Deer Creek.



- c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Amendment.
- d. The expenditure, commitment and payment of Successor Declarant funds to accomplish the purposes of the Successor Declarant 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 Successor Declarant, the Board of Directors of the Successor Declarant 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 Successor Declarant as set forth in this Amendment, as the same may be amended from time to time.
- f. The acquisition by purchase or otherwise, holdings, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Successor Declarant.
- g. The deposit, investment and reinvestment of Successor Declarant 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 Successor Declarant in the performance of their duties and responsibilities of the Successor Declarant.
- i. General administration and management of the Successor Declarant, 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 Successor Declarant.

5. Powers and Duties of the Board of Directors of the Successor Declarant.

- a. Powers: The Board of Directors shall have, in addition to those powers under Nebraska law, the power to:
 - i. Adopt and publish rules and regulations governing the personal conduct of the Members and their guests and invitees, and to establish penalties for the infraction thereof;
 - ii. Suspend any Member's voting rights and right to receive Successor Declarant benefits during any period in which such Member shall be in default in the payment of any assessment levied by the Successor Declarant or in violation of any rules and regulations established by the Board of Directors;
 - iii. Exercise for the Successor Declarant all powers, duties and authority vested in or delegated to the Successor Declarant and not reserved to the membership by other provisions of the Bylaws and Articles of Incorporation of the Successor Declarant, or this Amendment including, without limitation, the mandatory duties of the Successor Declarant.



- iv. Employ managers, independent contractors, and such other employees and agents, which individuals or entities may also be members of the Board of Directors, as the Board may deem necessary to accomplish the purposes of the Successor Declarant set forth herein, and to prescribe their duties and set their compensation.
- b. Duties. It shall be the duty, in addition to those duties under Nebraska law, of the Board of Directors to:
- i. Cause to be kept a complete record of all of its acts and of the corporate affairs at the registered office and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
 - ii. Supervise all officers, agents and employees of the Successor Declarant and see that their duties are properly performed;
 - iii. As more fully provided herein:
 1. Fix the amount of the periodic assessments against each Lot at least thirty (30) days in advance of each assessment period;
 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;
 3. Commence collection activities against any Lot or Owner for unpaid assessments more than 30 days delinquent. If less severe collection procedures do not result in the payment of the delinquent assessments, the Board shall foreclose the lien against any Lot charged with the assessment or shall bring an action against the Owner personally obligated for the assessment as, in the discretion of the Board, is most effective and expedient;
 4. Issue, or cause an appropriate officer to issue, upon demand, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 5. Procure and maintain general liability insurance as needed, and directors and officers liability insurance for the Successor Declarant, its officers and directors;
 6. Cause all officers and employees of the Successor Declarant having fiscal responsibilities to be bonded, as the Board may deem appropriate;
 7. Perform any other acts necessary to carry out the obligations and purposes of the Successor Declarant as described herein; and
 8. Keep a record of the names and addresses of the Members entitled to vote.

6. **Mandatory Duties of Successor Declarant.** The Successor Declarant shall maintain and repair any entrance landscaping, entrance monuments, and signs that have been installed by Original Declarant in generally good and neat condition and any property or lots which the Successor Declarant may own.

7. **Imposition of Dues and Assessments.** The Successor Declarant 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 Amendment. Except as otherwise specifically provided, the dues



and assessments shall be fixed by the Board of Directors of the Successor Declarant and shall be payable at the times and in the manner prescribed by the Board.

8. **Abatement of Dues and Assessments.** Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments 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 Original Declarant. Lots owned by the Original Declarant shall not be subject to imposition of dues, assessments, or Successor Declarant liens.

9. **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 Successor Declarant as to the amount of any unpaid assessments or dues.

10. **Purpose of Dues.** The dues collected by the Successor Declarant may be committed and expended to accomplish the purposes of the Successor Declarant to perform the Powers and Responsibilities of the Successor Declarant described in this Article.

11. **Annual Dues.** The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Successor Declarant.

12. **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. The aggregate assessments in each calendar year shall be limited in amount to Seven Hundred Fifty Dollars (\$750.00) per Lot unless the Board decides by unanimous vote to exceed that amount.

13. **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 above.

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

15. **Effect of Nonpayment of Assessments-Remedies of the Successor Declarant.** Any installment of dues or assessment, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of fifteen percent (15%) per annum, compounded annually. The Successor Declarant 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 Successor Declarant 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 Successor Declarant with respect to such action. No Owner may waive or otherwise escape liability for the charge and the lien provided for herein



by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Successor Declarant 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 Successor Declarant.

16. **Subordination of the Lien to Mortgagee.** The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

1. **Composition and Appointment.** An Architectural Review Committee (the "ARC") may be elected by the Members or appointed by the Board of Directors, according to the Bylaws. Such Committee shall consist of at least three (3) members, and may be increased or decreased in size by the Board of Directors, from time to time. Members of the ARC shall serve as required by and according to the Bylaws. If any vacancy shall occur, the remaining members of the ARC may continue to act until the vacancy has been filled. Any member may be removed with cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Review Committee, the Board of Directors shall serve as the ARC.

2. **Powers and Duties.**

a. The ARC shall serve as an architectural review board and shall regulate the external design, appearance and location of the Lots, Lot Property Areas and Improvements thereon so as to enforce the architectural provisions of this Amendment, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and maintain a harmonious relationship among Improvements and the Properties.

b. The ARC shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Amendment, the Articles of Incorporation and Bylaws of the Successor Declarant. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

3. **Failure of the Architectural Committee to Act.** If the ARC shall fail to act upon any request submitted to it within fifteen (15) days after a complete submission thereof in a form acceptable to the ARC, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within fifteen (15) days after submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered by the ARC or the Board of Directors.

4. **Rules, Regulations and Policy Statements.** The ARC may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Amendment and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The ARC shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:



- a. The ARC shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairman and by a majority of the members of said committee.
- b. A majority of the members of the ARC present at any meeting shall constitute a quorum.
- c. The ARC shall maintain minutes of its meetings and a record of the votes taken thereat.
- d. All meetings of the ARC shall be open to the Members of the Successor Declarant and any vote of the ARC shall be taken at an open meeting. Nothing contained herein, however, shall prevent the ARC from meeting in closed session or executive session in accordance with State and Federal laws or regulations.
- e. A copy of all minutes, rules, regulations and policy statements of the Architectural Committee shall be filed with the records of the Successor Declarant and shall be maintained by the Successor Declarant as a permanent public record. The Successor Declarant shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

5. **Expenses of the Architectural Committee.** The ARC may charge reasonable fees as approved by the Board of Directors for the processing of any requests, plans and specifications including consultation with a professional. The Successor Declarant shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however, no member of the ARC shall be paid any salary or receive any other form of compensation.

6. **Right of Entry.** The Successor Declarant and the ARC through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling or alteration of any Improvement thereon is in compliance with the provisions of this Article and Article II without the Successor Declarant or the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

ARTICLE VII EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, US West Company, and any company which has been granted a franchise to provide a cable television system or telephone service within the Lots, Metropolitan Utilities Company and Sanitary and Improvement District No. 405 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the 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 the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.



2. A perpetual easement is further reserved for the Metropolitan Utilities Company, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. All easements along side lot lines shall be automatically released if the lots adjoining both sides of the side lot line(s) are under common ownership and one Lot is constructed on all of such lots.

4. Other easements are provided for in the final plat(s) of Deer Creek which are filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE VIII GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Original Declarant, the Original Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Amendment either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Original Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Amendment shall run with and bind the land for a term of twenty-five (25) years from the date this Amendment is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. Thereafter this Amendment may be amended or, after twenty-five (25) years, terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots. Provided, however, that the provisions of Article II, Paragraph 26, shall not be amended or changed by Original Declarant, any person, firm, corporation, partnership or entity designated in writing by Original Declarant, or seventy-five (75%) of the owners of the Lots.

3. Original Declarant, or its successors or assigns, may terminate its status as Original Declarant under this Amendment, at any time, by filing a Notice of Termination of Status as Original Declarant. Upon such filing, Original Declarant shall appoint the Successor Declarant or another entity, Successor Declarant or individual to serve as Original Declarant, and such appointee shall thereafter serve as Original Declarant with the same authority and powers as the original Original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE IX DISPUTE RESOLUTION AND LIMITATION ON LITIGATION



1. **Claims.** The Successor Declarant and its directors and committee members, and the Owners subject to this Amendment agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Successor Declarant without the emotional and financial costs of litigation. Accordingly, each of the above named parties agrees not to file suit in any court with respect to a Claim described below, unless it has first submitted such Claim to the Board of Directors to negotiate a resolution. If a resolution cannot be achieved through negotiation with the Board of Directors, the Claim shall be submitted to Mediation as set forth below.

- a. As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to the interpretation, application, or enforcement of the Amendment, Bylaws or Rules of the Successor Declarant; or
- b. the rights, obligations, and duties of the Successor Declarant, its directors and committee members, and Owners; or
- c. any attempt or intention of the Successor Declarant to collect Assessments or other amounts due from any Owner; or
- d. any attempt or intention by the Successor Declarant to obtain a temporary restraining order; or
- e. any dispute between Owners, which does not include the Successor Declarant.

2. **Mediation.** If the parties to a Claim are not able to resolve said Claim after a reasonable period of time through negotiation, the Claim shall be submitted to mediation with an independent agency providing dispute resolution services in the Omaha, Nebraska area, as agreed upon by the parties. If the parties cannot agree on a dispute resolution provider, one shall be designated by the Successor Declarant, if the Successor Declarant is not party to the claim. If the Successor Declarant is party to the claim, the parties shall each designate a dispute resolution services provider, and those two providers shall select a third provider to mediate the dispute.

Each party shall bear its own costs of the mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator.

In the event the parties do not achieve a settlement of the Claim in mediation, the parties retain the right to pursue any and all legal remedies available.

ARTICLE X REMEDIES

Every Owner shall comply with the Governing Documents. The Board may impose sanctions for a violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

- a. imposing reasonable uniform monetary fines, according to the Bylaws or Rules and Regulations of the Successor Declarant, which shall constitute a lien upon the violator's Lot, or
- b. suspending an Owner's right to vote; or



- c. exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation; or
- d. requiring an Owner, at its own expense, to remove any Improvement or improvement on such Owner's Lot in violation of this Amendment and to restore the Lot Property Area to its previous condition; or
- e. exercising self-help in any emergency situation and entry into any Lot for such purpose, which entry shall not be considered a trespass; or
- f. bringing a suit at law or in equity to enjoin any violation or recover monetary damages or both, after complying with the requirements of Article III.

IN WITNESS WHEREOF, the the Successor Declarant has caused this Amendment to be executed this 16 day of ~~December, 2011~~ JANUARY 2012 *DR*

DC HOMEOWNERS' ASSOCIATION

By: *Richard Rozgay*
 Its: President *DR* RICHARD ROZGAY

By: *David Andersen*
 Its: Secretary DAVID ANDERSEN

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of ~~December, 2011~~ JANUARY 2012 *per*, by RICHARD ROZGAY and DAVID ANDERSEN, personally known to me to be the President and Secretary of DC Homeowners' Association, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

David E. Smith

Notary Public

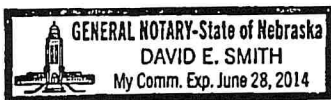


EXHIBIT "A"

DEER CREEK, A SUBDIVISION

OU-08756

OJ-08771

Lots 1 - 36, 69 - 135, 178 - 184, 188 - 229, 231 - 233, 246 - 277, 279 - 290, 293 - 298, 301 - 309, 311 - 315, 318 - 437, 440 - 450, R8-L1, R8-L2, R9-L1, R9-L2, R12-L9, R12-L10, R12-L11, R13-L1, R13-L2, R14-L1, R14-L2 and R15, all inclusive, in Deer Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

M P

- (R8) Replat 8 - OJ-08792
- (R9) Replat 9 - OU-08793
- (R12) Replat 12 - OJ-08797
- (R13) Replat 13 - OU-08799
- (R14) Replat 14 - OJ-08815
- (R15) Replat 15 - OJ-08816

