

After recording, return to:
Mathew L. Kleinschmit, President
Pride Homes, Inc.
11401 Van Dorn
Walton, NE 68461

Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Trinity Oaks

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Trinity Oaks (“Declaration”) is made and entered into as of this ____ day of _____, 2016, by the Declarant, Pride Homes, Inc., a Nebraska corporation. On October 28, 2015, Declarant executed the Declaration of Covenants, Conditions, Restrictions and Easements for Trinity Oaks which was filed of record with the Lancaster County Register of Deeds office on November 12, 2015 as Instrument No. 2015047968 (“Original Declaration”). This Declaration amends, modifies and supersedes the Original Declaration in its entirety.

KNOWN ALL PERSONS BY THESE PRESENTS:

The undersigned Declarant does hereby create, establish and adopt the following covenants in order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Property described in Exhibit “A”. The Declarant, owner of the Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration. The Lots are, and each Lot is, and shall be, subject to all and each of the following conditions and other terms, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof.

INTENT OF DECLARANT

It is the intent of the undersigned Declarant to create a residential neighborhood where the landscape design, established by the Parkway and surrounding Outlots, encourages the layering of native grasses and plants with colorful deciduous and evergreen trees embellishing a natural stone hardscape. This design is to be understood and encouraged, upon its Successors, of the real property, so as to create a unique landscaping canvas that flows naturally throughout the neighborhood.

ARTICLE I. DEFINITIONS

Unless defined elsewhere in this Declaration, the following terms are defined below:

Section 1. “Association” shall mean and refer to Trinity Oaks Association, a Nebraska nonprofit corporation, and its successors and lawful assigns, which will be established by Declarant for the purpose of enforcing and maintaining compliance with this Declaration.

Section 2. “Declarant” shall mean and refer to Pride Homes, Inc., a Nebraska corporation, its successors and assigns.

Section 3. “CUP” shall mean and refer to the Trinity Oaks Community Unit Plan – Special Permit No. 15021, approved by Resolution No. PC-01448 which is filed of record with the Lancaster County Register of Deeds as Instrument No. 2015021203, and the Final Plans approved by Administrative Order on September 30, 2015, as the same may be amended from time to time.

Section 4. “Property” shall mean and refer to that certain real property described in Exhibit “A”, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 5. “Additional Property” shall mean any real property and improvements lying adjacent to or in close proximity to the Property, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 1 of Article IV below.

Section 6. “General Commons” shall mean and refer to Outlots ‘B’, ‘C’, ‘D’, ‘F’, ‘H’, ‘I’, ‘J’, ‘K’ and ‘L’, Trinity Oaks Addition, all located in Lancaster County, Nebraska, and all private roadways, water features, Sanitary Sewer System and any other improvements or green area located thereon.

Section 7. “Pond Commons” shall mean and refer to Outlot “G”, Trinity Oaks Addition.

Section 8. “Villa Commons” shall mean and refer to those portions of Outlot E, Trinity Oaks Addition that are final platted into outlots designated as private roadways and/or green space for the use and benefit of the Villa Lots at such time as the Villa Lots are final platted.

Section 9. “Commons” shall mean and collectively refer to the General Commons, Pond Commons and Villa Commons.

Section 10. “Lot” or “Lots” shall mean all lots now or hereafter located on the Property which are shown on any final plat of all or any portion of the Property that has been filed with the Lancaster County Register of Deeds.

Section 11. “Lot Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. “Pond Lot Owner” shall include those Lots Owner(s) who own the Pond Lots.

Section 13. “Villa Lot Owner” shall include those Lots Owner(s) who own the Villa Lots.

Section 14. “Successors” shall mean the subsequent interest holder of a Lot, whether such interest is acquired, transferred, purchased, leased, conveyed, adversely possessed, or a tenant in possession, by written document or by operation of law.

Section 15. “Member” shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

Section 16. “Design Code” shall mean the Trinity Oaks Design Code identified in Paragraph 4 of Article II below.

Section 17. “Front Lot Line” shall mean that portion of any Lot line, which directly abuts a street or private roadway open to the use of the general public.

Section 18. “Front Yard” shall mean the entire portion of a Lot from the Front Lot Line of such Lot to the residential setback for construction on the Lot

Section 19. “Side Lot Line” shall mean that portion of any Lot line which is not either a Front Lot Line or Rear Lot Line.

Section 20. “Rear Lot Line” shall mean that portion of any Lot line which is opposite of the Front Lot Line and does not directly abut a street or private roadway open to the use of the general public.

Section 21. “Pond Lots” shall refer to Lots 1-5, Block 4, Trinity Oaks Addition, Lancaster County, Nebraska.

Section 22. “‘A’ Premier Lots” shall refer to Lots 1-6, Block 3, Trinity Oaks Addition, Lancaster County, Nebraska.

Section 23. “‘B’ Premier Lots” shall refer to Lots 1-5, Block 2, Trinity Oaks Addition,

Lancaster County, Nebraska.

Section 24. “Standard Lots” shall refer to Lots F31-F44 shown on the CUP.

Section 25. “Villa Lots” shall refer to Lots F20-F27 shown on the CUP.

Section 26. “South 57th Street Lots” shall refer to the Merry Property and Lots F1-F19 shown on the CUP.

Section 27. “Merry Property” shall refer to Lot 1, Block 1, Trinity Oaks Addition, Lancaster County, Nebraska.

Section 28. “Sanitary Sewer System” shall refer to the private sanitary sewer system that serves the Property including, but not limited to, the sanitary sewer lines that serve the Lots, the pump system, storage tanks, filtering fields, and any other components comprising the sewer treatment system.

ARTICLE II. RESTRICTIONS AND COVENANTS FOR THE PROPERTY

1. Use. Only single family homes shall be constructed on the Lots, and each Lot shall be used exclusively for single-family residential purposes.

2. Plan Approval.

(a) Improvements. Prior to the construction of any single family residence on any Lot, a set of building plans for such residence along with a review fee shall be submitted by the Lot Owner to the Declarant for approval. The review fee shall begin at \$500 but may be adjusted by Declarant. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached or detached garage and any other structures to be placed or constructed on such Lot. Such plans shall also include erosion control measures, which will contain erosion of soil on the Lot during construction. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request the Lot Owner provide samples of the Lot Owner’s proposed exterior materials. No construction of any single-family residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or

reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the single family residences constructed or to be constructed on other Lots located within the Property.

Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

The Declarant may appoint an architectural review committee, which shall serve at Declarant's pleasure to exercise Declarant's rights to review the plans for each Lot. In such event, Declarant retains the right to approve plans under this Article. Declarant may, in Declarant's sole discretion, at such time as Declarant deems appropriate, transfer and assign to the Association the right to approve or disapprove building plans as set forth in Article IV, Paragraph 4. The Association Board of Directors shall act reasonably in any matter regarding the approval of plans and enforcement of covenants. The Board shall appoint an architectural review committee who would serve at the Board's pleasure to exercise its rights to review plans; provided, any such committee shall include a licensed practicing architect from a local architectural firm. The Board, as the case may be, shall respect the approval of plans for construction, as prima facie evidence that a house built in accordance with the approved plans does not violate the covenants.

(b) Landscaping. Prior to the occupancy of any single-family residence on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

- . (i) a landscape plan for the entire portion of the Front Yard, Side Yards and Rear Yard;
- . (ii) on "B" Premier Lots, Standard Lots, Villa Lots and South 57th Street Lots show a minimum planting schedule for the entire portion of such Lot from the Front Lot Line to the single family residence to be constructed on such Lot (corner lots are considered to have a front yard facing each adjacent street), including:
 - . four (4), four inch caliper deciduous trees;
 - . two (2), two inch caliper deciduous trees;
 - . two (2), evergreens of minimum eight feet height; and
 - . twenty five (25), one-gallon containers of plantings;
- (iii) on "A" Premier Lots and Pond Lots show a minimum planting schedule for the entire portion of such Lot from the Front Lot Line to the single family residence to be constructed on such Lot, including:
 - . eight (8), four inch caliper deciduous trees;

- . four (4), two inch caliper deciduous trees;
 - . four (4), evergreens of minimum eight feet height; and
 - . fifty (50), one-gallon containers of plantings;
- . (iv) on “A” Premier Lots and Pond Lots show a minimum of 25% of the landscape surface of each Lot seeded with a native grass mixture that is identified by the Declarant;
 - . (v) meet the screening requirements of Paragraph 9 of this Article;
 - . (vi) meet the lighting requirements of Paragraph 24 of this Article;
 - . (vii) contain a written certification by the Lot Owner that, to wit:
 - . (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed within six (6) months of completion of construction of the single family residence to be constructed on such Lot, and that such Lot will be seeded or sodded, as required herein, prior to occupancy of the single family residence;
 - . (B) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any seeding and/or sodding of such Lot, in accordance with Paragraph 7 of this Article; and
 - . (C) that the landscape plan, the plantings and the underground sprinkler system, required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner’s successors or assigns.

No single-family residence constructed upon a Lot shall be occupied unless and until written approval of the landscape plan has first been obtained from the Declarant. The Declarant shall give written approval or disapproval of such landscape plan within ten (10) days from and after receipt of such plans by the Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Property.

Lot Owner shall be responsible for completing the planting of all items identified on the landscape plan within six (6) months after the date the single family residence constructed upon a Lot has been occupied. Each Lot Owner shall escrow Four Hundred and Fifty Dollars (\$450) for each tree required to be planted on the Lot he/she is purchasing pursuant to this Paragraph 2(b) at the time such Lot is purchased from the Declarant. In the event the Lot Owner does not complete the planting of any tree required under this Paragraph 2(b) upon its Lot within the time frame set forth herein, Declarant shall have the right to use the escrow proceeds to purchase such tree(s) and

shall have an easement to enter upon the Lot Owner's Lot to plant such tree(s) in accordance with the approved landscape plan. In the event the Lot Owner completes the planting of all trees required under this Paragraph 2(b) within the time frame set forth herein, Lot Owner shall notify Declarant and Declarant shall, upon verification of the plantings, return the escrowed funds to the Lot Owner.

Declarant shall have the right, in Declarant's sole and absolute discretion, to waive and/or modify the application and interpretation of any term, condition or restriction imposed by this Paragraph 2.

3. Grading and Erosion Control. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any single-family residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any single family residence on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum until paid.

The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum until paid.

No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of Declarant. Declarant will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt. Any dirt so placed will become the property of the Declarant and may not be loaded and hauled off-site by anyone without prior approval.

4. Minimum Standards; Trinity Oaks Design Code; Modification or Amendment. The minimum standards to be applied in the review of any plans for any single-family residence submitted for approval within the Property are set forth below and in the Trinity Oaks Design Code (the "Design Code"). The Design Code is on file with the Declarant and shall be available for review by all Lot Owners, Members, mortgagees and prospective Lot Owners. The standards, requirements and restrictions set forth below and in the Design Code shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of these standards, requirements and restrictions when exercising plan approval authority and Declarant reserves the right on behalf of itself, its successors and assigns, to revise and amend the Design Code; provided that any such revisions or amendment shall not result in a reduction of the quality of the Property. In the event the plan review and approval process is assigned to the Association in accordance with Article V, Paragraph 6 below, the Association shall have the right to revise and amend the Design Code, subject to the written approval of the holders of two-thirds of the cumulative total voting rights established without regard to class of membership; provided that any such revision or amendment shall not result in a reduction of the quality of the Property.

(a) Minimum Floor Area and Dwelling Setbacks. Notwithstanding anything herein or in the Design Code to the contrary, the minimum floor area for any single-family residence constructed upon a Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below along with the minimum setback requirements from the Front Lot Line, Side Lot Line and Rear Lot Line for each Lot.

Pond Lots: 3,200 square feet ranch, 3,800 square feet one and one-half story, 4,000 square feet two story or 1 ½ story, 45 feet setback from the Front Lot Line, 15 feet setback from the Side Lot Line, 30 feet setback from the Rear Lot Line; provided, Lot 2, Block 4, Trinity Oaks Addition shall have a 50 feet setback from the Front Lot Line.

"A" Premier Lots: 3,000 square feet ranch, 3,400 square feet one and one-half story, 3,600 square feet two story or 1 ½ story, 60 feet setback from the Front Lot Line, 15 feet setback from the Side Lot Line, 40 feet setback from the Rear Lot Line; provided, Lot 2, Block 3, Trinity Oaks Addition shall have a 100 feet setback from the Front Lot Line, Lot 3, Block 3, Trinity Oaks Addition shall have a 45 feet setback from the Front Lot Line, and Lot 4, Block 3, Trinity Oaks Addition shall have a 225 feet setback from the Rear Lot Line and 10 feet setback from the Side Lot Line.

"B" Premier Lots: 2,800 square feet ranch, 3,000 square feet one and one-half story, 3,200 square feet two story or 1 ½ story, 40 feet setback from the front Lot Line, 10 feet setback from the Side Lot Line, 30 feet setback from the Rear Lot Line; provided, Lot 2, Block 2, Trinity Oaks Addition shall have a 35 feet setback from the Front Lot Line and an 85 feet setback from the Rear Lot Line.

Standard Lots: 2,600 square feet ranch, 2,800 square feet two story or 1 ½ story, 30 feet setback from the Front Lot Line, 10 feet setback from the Side Lot Line, 30 feet

setback from the Rear Lot Line; provided, Lots F31, F34, F41, F42, F43 and F44 shown on the CUP shall have a 35 feet setback from the Front Lot Line.

Villa Lots: 2,200 square feet ranch, 15 feet setback from the Front Lot Line, 7.5 feet setback from the Side Lot Line, 15 feet setback from the Rear Lot Line

South 57th Street Lots: 2,000 square feet ranch, 2,400 square feet two story or 1 ½ story, 20 feet setback from the Front Lot Line, 7 ½ feet setback from the Side Lot Line, 30 feet setback from the Rear Lot Line

(b) Exterior Finish Requirements.

The front and any side of any residence constructed upon a Pond Lot, “A” Premier Lot, “B” Premier Lot, Standard Lot or South 57th Street Lot must be faced with at least sixty percent (60%) brick, tile or full veneer natural stone, and each side (excluding the rear) not facing a street or private roadway must be faced with at least fifty percent (50%) brick, tile or full veneer natural stone. All sides of any single-family residence constructed upon a Villa Lot shall be faced with one hundred percent (100%) brick or full veneer natural stone. All fireplace chimneys constructed as part of a single-family residence on any Lot shall be faced with brick, tile or full veneer natural stone. All exposed foundations constructed as part of a single family residence on any Pond Lot, “A” Premier Lot, “B” Premier Lot, Standard Lot or South 57th Street Lot exceeding 12 inches in height shall be faced with brick, tile or full veneer natural stone, except on a side yard when the slope is 4:1 or greater, then all exposed foundations on such side yards exceeding 18 inches in height shall be faced with brick, tile or natural stone. The brick, tile or stone used on any single-family residence constructed upon a Lot shall meet the requirements set forth in the Design Code. No vinyl siding or aluminum/ steel siding to be used.

Freeze boards to be installed under all soffits if applicable.

Front porch step aprons to be installed if applicable.

Porches and decks shall be designed within the mass of the structure and be supported by substantial structural elements. Deck support posts to be maintenance free and should exceed a minimum of 8 inches x 8 inches in size. Deck surfaces and railing to be maintenance free.

5. Construction Time Frame. Commencement of construction of a residential dwelling upon a Lot must begin within eighteen (18) months from the date title is conveyed by Declarant, unless said timeframe is extended by Declarant. In the event construction is not commenced within said timeframe, Declarant shall have the option to purchase the Lot for its original sale price, less any real estate commissions or other closing costs paid by Declarant at the time of the original sale. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

6. Garages and Access. All garage doors for single-family residences constructed upon

any Pond Lot, "A" Premier Lot, "B" Premier Lot, Standard Lot or Villa Lot must not face the Front Lot Line. In the case of a Lot where there are two Front Lot Lines, the garage doors may not face either Front Lot Line. All garage door colors shall match or be complementary to the predominant color of the single family residence.

7. Lawn Irrigation and Sodding. Prior to the occupancy of any single family residence to be constructed upon any Lot, an underground lawn irrigation system shall be installed on such Lot, such Lot shall be sodded and, where native grass is required, seeded with native grass.. Seeding of additional areas may be allowed on "A" Premier Lots and "B" Premier Lots upon approval of the Declarant.

8. Fences. Perimeter fencing is not permitted unless required around a swimming pool. In the event of a fence to be constructed only four feet (4') tall maintenance free aluminum fencing is permitted with masonry post piers to be installed on all corners and not to exceed 30 feet in spacing. All fences are subject to the review and approval of the Declarant and must be constructed according to the standards set forth in the Design Code.

9. Air Conditioning Units. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard and, if such unit or system is visible from a street or private roadway, must be screened by landscape shrubbery approved by the Declarant, in connection with the approval of the initial landscape plan submitted to the Declarant for approval.

10. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or any structures of any kind, excluding swing sets, shall be constructed or placed on any Lot; provided, however, a detached swimming pool house may be built beside any swimming pool constructed upon any Pond Lot or "A" Premier Lot so long as: (i) the swimming pool house is constructed with the same architectural style as the single family residence located upon such Lot; (ii) such pool house is not occupied or utilized as a residence or guest house; and (iii) the swimming pool and the swimming pool house meet the minimum setback requirements set forth in Paragraph 4 above.

11. Animals and Animal Shelters. 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 run or kennel, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant, which may require special landscaping or screening. Dog runs or kennels shall (i) be built within the mass of the dwelling structure, (ii) not be visible from any street or private roadway, and (iii) not be located in any required setback. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

12. Yard Improvements. Swimming pools shall be permitted on Lots, however, no swimming pool on any Lot may extend more than one foot above ground level. Swimming pools shall be fenced in accordance with Paragraph 8 above. Tennis courts,

sand volleyball courts, basketball slabs and any other concrete or asphalt slab are not permitted in the backyard of any Lot except for "A" Premier Lots.

13. Mailboxes. All mailboxes shall be designed and constructed to match the architectural character of the home on the Lot and shall be placed in a location acceptable to the U.S. Post Office.

14. City Requirements. All buildings constructed upon any Lot within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

15. Public Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction, installation and maintenance of public sidewalks parallel to each street or private roadway, which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or private roadway which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the single family residence constructed upon such Lot, or (b) whenever required by the City of Lincoln, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or private roadway which abuts the Lot owned by such Lot Owner.

16. Private Sidewalks. Each Lot Owner of all Standard Lots and South 57th Street-Lots must directly connect the house entry to the public sidewalk.

17. Street Trees. Declarant shall be responsible for the initial planting of street trees per the typical City of Lincoln standards for placement of street trees along each street or private roadway within the Property that abuts any Lot or Lots. Such street trees shall be paid for by the Lot Owner in the amount of five hundred dollars (\$500.00) per tree at the time the Lot is purchased from Declarant. The Lot Owner shall be responsible for perpetual maintenance and replacement, in like kind, of any street tree installed by Declarant.

18. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Lot, with the following exceptions. Declarant may erect signs advertising Lots for sale within the Property. Builders may construct and display one (1) sign on a Lot; provided said sign shall be constructed in accordance with the requirements set forth on Exhibit "B", which is attached hereto and incorporated herein by this reference. In addition, one (1) realtor sign is permitted for a Lot.

19. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or wind powered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway.

20. Repair on Lot. 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.

21. Storage on Lot. 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 for over twenty-four (24) hours, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered 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 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.

22. Construction Staging. The construction staging area for a Lot under construction shall be limited to one (1) open lot during the construction period (“Staging Lot”). During the construction period on a Lot, the builder of the home on the Lot shall maintain the Staging Lot, and after the home construction is completed repair the Staging Lot to its original state. If the Staging Lot is not satisfactorily maintained or repaired, Declarant will make arrangements for the necessary maintenance or repair to the Staging Lot and charge said costs to the builder utilizing the Staging Lot. If the builder does not pay said costs to the Declarant, the Declarant shall have the right to file a lien on the Lot under construction for the unpaid costs. Maintenance of the Staging Lot shall include mowing, weed control, and weather and subcontractor disturbances. Any portable toilet located on a Lot shall remain at least four feet (4’) from back of curb.

23. Construction Vehicles and Roll off Service. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Property during development. Parking must be controlled so it does not restrict routine traffic. Parking shall be restricted to one side of the street when at all possible. During construction of any residence on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full.

24. Private Trash Containers. All containers for trash or recycling must be placed in such a manner that it is not visible from any street or roadway.

25. Lighting. All 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. Pond Lots and “A” Premier Lots are required to install and maintain LED Landscape lighting on a minimum of (4) landscape trees in the Front Yard with an additional minimum of (8) lights shown on the residential dwelling. Standard Lots, “B” Premier Lots, Villa Lots and South 57th Street-Lots are required to each install and maintain LED Landscape lighting on a minimum of (3) landscape trees in the Front Yard with an additional minimum of (6) lights shown on the residential dwelling.

26. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

27. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. Drones shall not be allowed outside of a Lot Owner's Lot or the Common Area. 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. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot. The Association may assess the actual costs of such services, plus a 10% administrative charge, against the Lot. If not paid when due, said assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the Lot.

28. Maintenance of Landscape Screens. The title holder of each Lot within the Property upon which a landscape screen is installed, whether composed of structural or live plant material, as set forth in Article II, Paragraph 9, shall be deemed to covenant to maintain the screen. Upon failure to comply with this Paragraph, the Association may contract for the services reasonably necessary to maintain the screen and to bring the Lot into compliance within the design standards. The Association may assess the actual costs of such services, plus a 10% administrative charge, against the Lot. If not paid when due, said assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the Lot.

29. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such spilt, division or subdivision. This provision does not apply to Declarant.

ARTICLE III. HOMEOWNERS ASSOCIATION

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Property including:

- (a) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the General Commons for the use,

benefit and enjoyment of all the Members. The General Commons may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

- (b) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Pond Commons for the use, benefit and enjoyment of the Pond Lot Owners. The Pond Commons may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.
- (c) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Villa Commons for the use, benefit and enjoyment of the Villa Lot Owners. The Villa Commons may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.
- (d) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Commons. The rules and regulations may permit or restrict use of the Commons by 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 Commons.
- (e) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Trinity Oaks; and the protection and maintenance of the residential character of the Property.

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have the following:

Class A. Class A membership shall include the all Members of the Association except the Declarant, Pond Lot Owners and Villa Lot Owners. All Class A Members, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association pertaining to the General Commons.

Class B. Class B membership shall include the all Members of the Association except the Declarant, who are Pond Lot Owners. All Class B Members, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association pertaining to the General Commons and the Pond Commons.

Class C. Class C membership shall include the all Members of the Association except the Declarant, who are Villa Lot Owners. All Class C Members, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the

Association pertaining to the General Commons and the Villa Commons.

Class D. Class D Membership shall include the Declarant, who shall be entitled to twenty (20) votes per Lot for each Lot and Outlot owned by Declarant on each matter coming before the Members of the Association pertaining to the Commons.

3. Suspension. The voting and other membership rights of any Member may be suspended by action of the Directors during any period when the Member has failed to pay any dues and assessments when due and payable; but, upon payment of all the past due balances, rights and privileges shall be automatically restored.

4. Rights of Members. Members of the Association shall have the right to use and enjoy the Commons as follows:

General Commons. Each Member shall have an easement over and upon the General Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner shall construct any structures within the General Commons without the prior written consent of the Association.

Pond Commons. Each Class B Member shall have an easement over and upon the Pond Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Pond Lot Owner shall construct any structures within the Pond Commons without the prior written consent of seventy-five percent (75%) of the Class B Members.

Villa Commons. Each Class C Member shall have an easement over and upon the Villa Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Villa Lot Owner shall construct any structures within the Villa Commons without the prior written consent of seventy-five percent (75%) of the Class C Members.

The rights of the Members of the Association in and upon the Commons shall be subject to the following: (a) All easements shown upon any final plat of any portion of the Property, recorded with the Register of Deeds of Lancaster County, Nebraska; (b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Commons and the right of the Association, as provided in its Articles and Bylaws, to suspend a Member's use of the Commons for any period during which any dues or assessments remain unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Commons; (c) The right of the Association to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such

dedication or transfer shall be approved by a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; (d) The use of the roadways located within the Commons by the general public pursuant to any public access easement granted or to be granted by the Declarant; and (e) The right of the City to enter upon the Commons to maintain the Commons in the same manner as required of the Association in the event the Association fails to perform said maintenance or the Association dissolves and the Lot Owners fail to perform said maintenance. Notwithstanding the foregoing, Declarant and/or the Association shall have the right, without any additional approval of Members, to transfer and/or dedicate any portion of the Commons containing private roadways and medians to the City of Lincoln during annexation.

5. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The Articles and Bylaws of the Association shall set forth the procedure for electing the Board of Directors of the Association and the number of Directors to be elected. 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, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Commons.
- (b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for the purchase of insurance covering the Commons against property damage and casualty, and the purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and

responsibilities for the Association.

- (h) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- (i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

6. Association Activities Regarding the Commons. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Commons. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Commons as set forth below. The City has approved the final plat of Trinity Oaks Addition, and may approve future final plats for Trinity Oaks additions, upon the condition that the Commons be maintained by the Declarant on a continuous basis. The Association covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of the final plat of Trinity Oaks Addition, as well as all subsequent Trinity Oaks additions, regarding continuous and permanent maintenance of the Commons. In the event the Association dissolves, each Lot Owner shall remain liable for that portion of the cost of administering, insuring, maintaining, repairing, replacing, adding and improving the Commons that would be allocated to its Lot under the terms of this Declaration if the Association were in existence.

7. Refuse Service. The Association shall select a single provider to provide refuse collection services for the entire Property. The cost of the refuse services for each Lot shall be paid by the Lot Owner directly to the service provider and shall not be collected by or paid to the Association.

8. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board. The Board of Directors of the Association shall prepare and adopt separate annual budgets for the costs associated with the administration, improvement, maintenance, operation, repair and replacement of the General Commons, Pond Commons and Villa Commons. Within thirty (30) days of the Board's adoption of the annual budgets, the Board shall (i) provide a summary of the General Commons budget to all Members of the Association, a summary of the Pond Commons budget to the Class B Members, and a summary of the Villa Commons budget to the Class C Members, and a summary of all budgets to the Class D Member; and (ii) set a meeting

date to consider ratification of the budgets not less than fourteen (14) nor more than thirty (30) days after mailing the summaries. The budget for each of the above Common Areas is automatically ratified by the Members, whether or not a quorum is present, unless at that meeting Members holding at least seventy-five percent (75) of all votes allocated to: (i) all Lots within the Property reject the General Commons budget, (ii) all Pond Lots reject the Pond Commons; or (iii) all Villa Lots reject the Villa Commons budget. In the event any one or more annual budget for a Commons is rejected as set forth herein, the annual budget for that Commons last ratified by the Members shall be continued until a subsequent budget proposed by the Board is ratified by the appropriate Members as set forth herein.

9. 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 due in respect of any Lot, and shall abate all dues and assessments including, but not limited to, assessments for any capital improvements, in respect of the Merry Property, until such time that the number of votes entitled to be cast by Class A, B and C Members exceed the number of votes entitled to be cast by the Class D Member, and shall also abate in respect of any Lot during the period such Lot is owned by the Declarant.

10. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues and 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 dues and assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues and assessments.

11. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

12. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment shall be ratified by the Members affected and entitled to vote on the matter. Within thirty (30) days of the Board's adoption of an assessment for a capital improvement, the Board shall (i) provide a summary of the assessment to all Members of the Association for assessments relating to the General Commons, to all Class B Members for assessments relating to the Pond Commons, and to all Class C Members for assessments relating to the Villa Commons, (ii) set a meeting date to consider ratification of the assessment not less than fourteen (14) nor more than thirty (30) days after mailing the summary. The assessment for capital improvements to the Commons is automatically

ratified by the Members, whether or not a quorum is present, unless at that meeting Members holding at least seventy-five percent (75) of all votes allocated to: (i) all Lots within the Property reject the capital assessment for the General Commons, (ii) all Pond Lots reject the capital assessment for the Pond Commons; or (iii) all Villa Lots reject the capital assessments for the Villa Commons.

13. Uniform Rate of Dues and Assessments. The Board of Directors of the Association shall fix the annual assessments for each Lot within the Property based upon the budgets adopted annually as set forth above. The General Commons costs shall be allocated among all of the Lots within the Property, the Pond Commons costs shall be allocated among all of the Pond Lots, and the Villa Commons costs shall be allocated among all of the Villa Lots. Dues and assessments related to the (i) General Commons shall be fixed at a uniform rate as to all Lots, (ii) Pond Commons shall be fixed at a uniform rate as to all Pond Lots, and (iii) Villa Commons shall be fixed at a uniform rate as to all Villa Lots; provided, however, dues and assessments may be abated as to individual Lots, as provided in Paragraph 8, above.

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

15. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Commons or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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.

17. Dissolution of Corporation; Lot Owner Responsibilities. Each Lot Owner within the Property by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant that, in the event the Association

dissolves, such Lot Owner shall remain jointly and severally liable along with all other Lot Owners for the cost of administering and maintaining the Commons in the same manner as required of the Association under Paragraph 5 above. In the event such Lot Owners fail or refuse to perform any required maintenance and upkeep of the Commons, the City of Lincoln after seven (7) days' notice to such Lot Owners, may perform the required maintenance and assess each Lot and Lot Owner for the cost of the performance of such maintenance on an equal basis (i) to all Lots for maintenance pertaining to the General Commons, (ii) to all Pond Lots for maintenance pertaining to the Pond Commons, and (iii) to all Villa Lots for maintenance pertaining to the Villa Commons. Each assessment of the City's actual costs of performing the maintenance shall be the personal obligation of each Lot Owner who is the owner of the Lot at the time of assessment and shall be a lien upon the Lot assessed. To evidence such lien for unpaid assessments, the City shall prepare a written notice setting forth the amount, the name of the Lot Owner, and a legal description of the Lot. Such notice shall be signed on behalf of the City by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's pro-rata share of the City's actual cost of maintaining the Commons within thirty days following receipt of an assessment therefor. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20) whichever is greater.

18. Lot Owner Maintenance. Notwithstanding other provisions set forth in this Article III, each Lot Owner shall be responsible for maintaining, at the Lots Owners sole cost and expense, the following even if they are located within the Commons: (i) any retaining wall installed by Declarant adjacent to said Lot Owner's Front Yard; and (ii) the area located between the back of curb of any public street or private roadway adjacent to said Lot Owner's Lot and the Front Lot Line of said Lot, including any sidewalks and landscaping located within said area. In addition, each Lot Owner shall be responsible for maintaining any well installed on said Lot Owner's Lot.

ARTICLE. IV GENERAL PROVISIONS

1. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Lancaster County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

2. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner 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. In addition, the City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Commons. In the event the Association dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover a money judgment upon the personal obligation and debt of the Lot Owner to pay the Lot Owner's pro-rata share of the City's cost to maintain the Commons or to foreclose upon the defaulting Lot Owner's lot in a like manner as mortgages on real property. In any such foreclosure or lawsuit, the Lot Owner shall be required to pay the cost and expenses of such proceedings, including reasonable attorney fees, costs of suit, and court costs incurred as allowed by the court. Suit to recover a money judgment for unpaid assessments for the cost to maintain the Commons shall be maintainable without foreclosure of the Lot Owner's lot or waiving the lien securing the assessment. Failure by the Declarant, City or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Amendment. Declarant, or any person, firm, corporation, partnership or entity designated in writing by Declarant, may amend this Declaration, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter any portion of this Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration. Notwithstanding anything herein to the contrary, this Declaration may not be terminated or amended without the prior written approval of the owner(s) of the Merry Property.

4. Assignment. Declarant shall have the power to assign any or all of its rights and duties in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Declarant or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties, except as specifically provided herein.

5. Partial Invalidation. 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.

6. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said

Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

8. City Approval. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association must be approved by the City of Lincoln City Attorney's office in writing and recorded with the Register of Deeds before it shall be effective.

9. Future Development. Each Lot Owner, by acceptance of a deed to a Lot within the Property, hereby acknowledges the future development plans for Outlot "A" and Outlot "E", Trinity Oaks Addition, Lancaster County, Nebraska ("Undeveloped Property"), as reflected in the CUP which is of record with Lincoln/ Lancaster County, Nebraska Planning Department. Each Lot Owner also acknowledges the Declarant's plan to seek annexation of all Lots that are part of the Property. The Lot Owners and owners of the Merry Property agree to cooperate in the execution of any and all applications or letters of acceptance needed by Declarant to facilitate the future development plans for the Undeveloped Property as reflected in the CUP with the future annexation of the Property by the City. Declarant shall be responsible for all costs and expenses associated with the development of the Undeveloped Property, and Declarant hereby agrees to indemnify and hold harmless the Lot Owner(s) and owner(s) of the Merry Property from and against any liability, costs or expenses associated with the future development of the Undeveloped Property. Notwithstanding the foregoing, nothing herein shall be construed as an obligation on the part of Declarant to develop the Undeveloped Property or to seek the City's annexation of the Property. However, if the Undeveloped Property is developed, it shall be developed as single family residential substantially in accordance with the CUP and this Declaration, and for no other use. Without limiting the scope of the foregoing, no commercial or industrial structures, townhomes, apartments or other multi-family dwellings, or anything other than single family homes of the size, character and quality described in this Declaration shall be constructed on the Undeveloped Property.

10. Future Responsibilities. The Lot Owners of the "A" Premier Lots, "B" Premier Lots and Pond Lots (collectively the "Developed Lots") acknowledge by the acceptance of a deed to a Developed Lot that in the event the Developed Lots are annexed by the City of Lincoln, the existing roadways and sewer lines located within the Commons may be dedicated to the City of Lincoln for public ownership and maintenance. The Lot Owners of the Developed Lots also acknowledge by acceptance of a deed to a Developed Lot, that he/she may be responsible for future water infrastructure costs associated with the annexation of the Developed Lots, including special assessments assessed and levied against the Developed Lots for the construction of a public waterline adjacent to said Developed Lots, and said Lot Owners agree not to object to said special assessments. In addition, the Lot Owners of the Developed Lots acknowledge that in the event the Developed Lots are annexed by the City of Lincoln, each Lot Owner shall be responsible

for any and all impact fees that may be charged to or associated with the Lot Owner's Lot.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this _____ day of _____, 2016.

“DECLARANT”

Pride Homes Inc., a Nebraska corporation

By: _____
Mathew L. Kleinschmit, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this _____ day of _____, 2016 by Mathew L. Kleinschmit, President of Pride Homes, Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public

“OWNERS OF THE MERRY PROPERTY”

Chandler Merry, a married person

Brenda Merry, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this _____ day of _____, 2016 by Chandler Merry, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this _____ day of _____, 2016 by Brenda Merry, a married person.

Notary Public

APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING MAINTENANCE OF THE COMMONS TO THE ASSOCIATION:

Assistant City Attorney

Date: _____

EXHIBIT "A"
THE PROPERTY

Block 1, Lot 1;
Block 2, Lots 1 through 5;
Block 3, Lots 1 through 6;
Block 4, Lots 1 through 5; and
Outlots A, B, C, D, E, F, G, H, I, J, K, L and M;
all located in Trinity Oaks Addition, Lancaster County, Nebraska

EXHIBIT "B"
SIGNAGE EXHIBIT