



MISC 2006022496



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Register of Deeds, Douglas County, NE
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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PART OF ARBOR RIDGE II, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Gottsch Land Co., a Nebraska general partnership, hereinafter referred to as the "Declarant"; Premier Custom Homes, Inc., a Nebraska corporation, hereinafter referred to as "Premier"; Sunset Builders, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Sunset"; and Rockbrook Builders, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Rockbrook".

PRELIMINARY STATEMENT

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

Lots 1 thru 158, inclusive, all in Arbor Ridge 2nd Addition, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

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

The Declarant desires to provide for the preservation of the values and amenities of Arbor Ridge II, for the maintenance of the character and residential integrity of Arbor Ridge II, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Arbor Ridge II.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
Attn: Brian Doyle

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right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs" exceeding 18" in diameter, solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvements be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (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 Declarant of the Owner's mailing address. Only exterior colors of certain earthtone hues will be acceptable.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

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

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which does not exceed two and one-half stories in height. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall not be less than the following minimum sizes:

A. One story with attached garage	1400 square feet
B. One and one-half story	1800 square feet
C. Two story	2000 square feet 1000 square feet -- main level

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be poured concrete using a brick style form and painted or other style approved by Declarant. All driveways must be constructed of concrete. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles with color to be weathered wood.

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

6. No exterior television or radio antenna of any sort shall be permitted on any Lot. No tree houses, tool sheds, dollhouses, windmills, or similar structures shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than forty-eight (48) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. 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 section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup 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 clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than (10') feet in front of the front building line unless specifically approved by declarant. Unless other materials are specifically approved in writing by Declarant No chain link of any kind shall be allowed to be built. All fences will need to be approved by declarant. No walls shall exceed a height of four (4) feet, unless approved by the Declarant in its absolute and sole discretion.

12. No swimming pool may extend more than one foot above ground level.

13. 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 a fashion as to materially change the grade or contour or intended drainage of any Lot.

14. 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 five (5') feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. Driveways shall be constructed at a minimum width of sixteen (16') feet. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except as approved by the Declarant; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses, stables, or other structures shall only be allowed at the rear of the residence, concealed from public view. No livestock or agricultural-type animals shall be permitted in Arbor Ridge II.

17. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (18) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat. This paragraph shall not prohibit administrative subdivisions for minor variations in lot lines so long as prior approval of the Declarant is obtained.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Arbor Ridge II subdivision to any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

22. Vehicular ingress and egress to and from the lot upon the public streets shall be limited to the driveway only and no owner shall construct more than one driveway or other means of vehicular access to the public streets upon a Lot unless specifically approved by the Declarant.

23. All portions of any Lot without landscaping shall be sodded with bluegrass and/or fescue, unless otherwise specifically approved by the Declarant. All portions of any Lot, exclusive of any structure thereon, shall have installed permanent underground lawn irrigation equipment.

ARTICLE II.
HOMEOWNERS= ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Arbor Ridge II Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has 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, playgrounds and parks dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Arbor Ridge II. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, 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 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 Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Arbor Ridge II; and the protection and maintenance of the residential character of Arbor Ridge II.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record Owner, whether one or more persons or entities, of fee simple title of a Lot, but excluding however those parties having any interest in any of 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 Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either the following events, whichever occurs earlier:

- a. when the total votes outstanding the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or
- b. on ten (10) years from the date of execution of this Declaration or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association 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 Association. 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 and other public property and improvements on parks or public property within or near Arbor Ridge II.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment

for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall maintain and repair the signs which have been installed in all phases of Arbor Ridge II subdivision in generally good and neat condition.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provisions of this declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. One Hundred and No/100th (\$100.00) Dollars per Lot.

B. In each calendar year beginning on January 1, 2007, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in an amount to Two Hundred and No/100th Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five (75%) percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this declaration.

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

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth

whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable. The Board may appoint an agent to manage dues and assessments, but any certificate shall be signed by an officer of the Association.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the lesser of either 1) the maximum rate allowable under Nebraska law, or 2) sixteen percent (16%) per annum, compounded annually 1.5% monthly compounded monthly. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys= fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided 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 Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE III. EASEMENTS

1. A perpetual license and easement are hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system within the Lots, and Sanitary and Improvement District No. 513 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground 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 all front and 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 District of Omaha and Aquila, Inc., 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 for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all 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.

3. Qwest Communications and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

4. Other easements are provided for in the final plat of Arbor Ridge II, which is filed in the Register of Deeds of Douglas County, Nebraska (Instrument No. 2005089700).

5. 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.

ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the 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 declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Gottsch Land Co, a Nebraska general partnership, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the 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.

IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 15 day of Feb, 2006

DECLARANT:
GOTTSCH LAND CO., a Nebraska
General Partnership,

By: [Signature]
Its: President Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of Feb 2006 by Brett Gottsch, partner on behalf of Gottsch Enterprises, a Nebraska General Partnership..

[Signature]
Notary Public

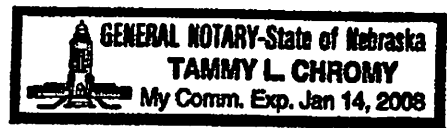


PREMIER CUSTOM HOMES, INC., a
Nebraska corporation,

By: *Mike Andrews*
Its: *President*

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of Feb 2006, by Mike Andrews, President on behalf of Premier Custom Homes, Inc., a Nebraska corporation.



Tammy L. Chromy
Notary Public

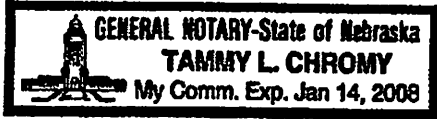
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SUNSET BUILDERS, L.L.C., a Nebraska
limited liability company,

By: *T. Hendrix*
Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21 day of Feb 2006, by
T. Hendrix, Member on behalf of ~~Hendrix Construction~~, L.L.C., a Nebraska limited liability
Sunset Builders company.



Tammy L. Chromy
Notary Public

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ROCKBROOK BUILDERS, L.L.C., a Nebraska
limited liability company,

By: [Signature]
Its: President - Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of Feb, 2006, by Tim Kovacs, Member on behalf of Rockbrook Builders, L.L.C., a Nebraska limited liability company.



[Signature]
Notary Public

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MILLENNIUM HOMES, INC., a Nebraska corporation,

By: [Signature]
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of June 2006, by Brian R. West, President on behalf of Millennium Homes, Inc., a Nebraska corporation.



[Signature]
Notary Public

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AMENDMENT TO DECLARATION

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

RECITALS

A. On February 15, 2006 a "Declaration" of Covenants, Conditions, Restrictions and Easements for Lots 1 through 158, inclusive, in Arbor.Ridge II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Document #2006022496.

B. Paragraph 2. Of Article IV the Declaration provides that said Declaration may be amended by the Declarant for a period of ten (10) years following February 15, 2006 by executing and recording one or more duly acknowledged Amendments to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on February 15, 2006 as Miscellaneous Document #2006022496 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by providing in Article I paragraph 3 that for a one story with attached garage for lots 1-10 and 15-34 the minimum square footage shall be reduced to 1300 square feet.

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

Dated this 14 day of August 2006.

Partnership,

Gottsch Land Co., A Nebraska General

Declarant

By-

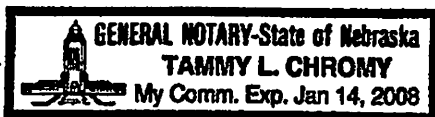
Brett Gottsch, Partner

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

) ss.
)

On this 14 day of August, 2006 the foregoing instrument was acknowledged before me, a Notary Public, by Brett Gottsch, acting on behalf of said Partnership.



Notary Public

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

✓ 35418



MISC 2012014533



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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2012014533

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF PART OF ARBOR RIDGE II,
 A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT is made this 8 day of February, 2012 by Gottsch Land Co., a Nebraska corporation, ("Declarant").

RECITALS

WHEREAS, Declarant is the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements of Part of Arbor Ridge, II, a Subdivision in Douglas County, Nebraska as recorded in the Douglas County Register of Deeds as Miscellaneous Instrument Number 2006022496 (hereinafter referred to as the "Declaration") against property legally described as Lots 1 through 158, inclusive, Arbor Ridge 2nd Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Lots 11 through 14, inclusive, and 111 through 149, inclusive, all in Arbor Ridge 2nd Addition have been replatted as Lots 1 through 30, Arbor Ridge 2nd Addition Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Article IV Paragraph 2 of the Declaration provides that for a period of ten (10) years from February 15, 2006 that the Declarant may amend the Declaration in its full and absolute discretion; and

WHEREAS, on September 16, 2011 owners of twenty-nine (29) of thirty-two (32) of the owner occupied single family lots subject to the Declaration submitted a petition in writing to amend the Declaration to the Declarant to allow the storage on any lot of a boat, camper or similar item for up to twenty (20) calendar days in a year

NOW, THEREFORE, the Declarant hereby declares that the Declaration shall be amended as follows for the following legally described property:

FULL1

42953

Lots 1 through 10, inclusive, 15 through 110, inclusive, and 150 through 158, inclusive, all in Arbor Ridge 2nd Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

OC-00931

and

Lots 1 through 30, Arbor Ridge 2nd Addition Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

OC-00932

By deleting from Article I Paragraph 8 of the declaration the phrase "for more than forty-eight (48) hours within a calendar year" and replacing it with "for more than twenty (20) days within a calendar year".

IN WITNESS WHEREOF this Amendment was made the day first written hereinabove.

DECLARANT:
GOTTSCH LAND CO, a Nebraska corporation,

By: [Signature]
Brett Gottsch, President

State of Nebraska)
)ss.
County of Douglas)

The foregoing instrument was acknowledge before me this 5th day of February, 2012 by Brett Gottsch, President of Gottsch Land Co., a Nebraska corporation, on behalf of the corporation.

SEAL

[Signature]
Notary Public

