FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2021-37743

10/05/2021 03:22:15 PM
Deb Houghtaling
COUNTY CLERK/REGISTER OF DEEDS
Submitter: CROKER HUCK LAW FIRM
S-File

Recording fees paid:
$88.00
Pages: 14
By: LM

AMRC

After recording return to:
Martin P. Pelster
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARVEST HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION (referred to herein as "Declaration" and/or "Amended and Restated Declaration") , made on the date hereinafter set forth, is made by 192&370, LLC a Nebraska corporation, hereinafter referred to as the "Declarant" pursuant to Article V, Section 3 of the Declaration of Covenants, Conditions, Restrictions and Easements for Harvest Hills, a subdivision in Sarpy County, Nebraska recorded on December 4, 2020 in the Sarpy County Register of Deeds Office as Instrument No. 2020-41552.

PRELIMINARY STATEMENT

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

Lots 1 through 65, inclusive, and Outlots A and B, inclusive, Harvest Hills subdivision (the "Properties").

The Properties are situated in Harvest Hills, a residential subdivision situated in Sarpy County, Nebraska and herein referred to as "Harvest Hills". The Declarant desires to provide for the preservation of the values and amenities of Harvest Hills, for the maintenance of the character and residential integrity

of Harvest Hills, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Harvest Hills.

NOW, THEREFOR, the Declarant hereby declares that each and all of the Properties 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 Properties and the enjoyment of the residents of Harvest Hills. These restrictions, covenants, conditions and easements shall run with such Properties and shall be binding upon all parties having or acquiring any right, title or interest in any of the Properties, or any part thereof, as is more fully described herein. The Properties are and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
DEFINITIONS

1. "Association" shall mean and refer to the Harvest Hills Homeowners Association, a Nebraska nonprofit corporation, its successors, and assigns, formed or to be formed for the purposes set forth herein.

2. "Owner" shall mean and refer to:

(a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

(b) The purchaser, whether one or more person or entities, under a recorded contract for sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

3. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one or two parcels resulting from a Lot split, excepting therefrom any platted Outlots.

4. "Improved Lot" shall mean and refer to any Lot upon which shall be erected a completed dwelling and a certificate of occupancy issued for such dwelling.

5. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

6. "Common Area" shall mean and refer to Outlots A-G of Harvest Hills subdivision and any improvements thereon, which Outlots shall be owned by the Association, and shall include any additional real property owned by the Association. The Association shall own and maintain the common area.

7. "Common Facilities" shall include any and all parks, dedicated and non-dedicated roads, walking trails, mailboxes, mailbox structures, decorative street lights, landscaped medians or street islands, green areas, signs, and entrances for Harvest Hills and other improvements and facilities owned by the Association and/or Sanitary and Improvements District No. 337 of Sarpy County, Nebraska (SID 337).

ARTICLE II

RESTRICTIONS AND COVENANTS

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

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, above or below the ground (any of the foregoing hereinafter referred to as an "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall email one set of construction plans, detailed 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.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article II of this Declaration and in relation to the type and exterior Improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Harvest Hills subdivision and to protect the value, character, and residential quality of all Lots in a manner consistent with this Declaration. Atypical Improvements and home designs such as dome houses, A-frame houses, and log cabins will not be approved. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, 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 emailed to the owners. Such notice shall be emailed if at all within thirty (30) days after the date of submission of the plans. If notice of approval is not emailed 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 the approval or disapproval of any proposed Improvements. 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 of any proposed Improvement.

3. All residences shall be constructed in accordance with the following requirements:

(a) Dwelling Setbacks (feet from property line):

Front	25'
Side	7.5'
Street Side	25'
Rear	25'

(b) Architectural Details: Front elevations shall be covered with 25% or more brick and/or stone. No wood shake shingles. Requires a 30-year heritage asphalt shingle. Street side exposed foundation shall be covered with brick, stone or stucco. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, stucco or other material approved in writing by Declarant.

(c) Driveways: All driveways shall be constructed of concrete and/or paving stones, except that the approach between the sidewalk and curb shall be constructed of concrete.

(d) Fencing: No fence shall be installed without prior approval from Declarant. All fencing shall be constructed of black wrought iron or aluminum 4 or 6 feet in height. All fencing shall further comply with the City of Gretna's applicable fence permit and fence setback, height, and other fence requirements.

(e) Notwithstanding the foregoing requirements, the Declarant, in its sole discretion, shall have the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

4. Landscaping plans shall be submitted in accordance with Section 2 of this Article. All landscaping shall conform to the following standards:

(a) Plans shall indicate any grade changes, walls, and berms.

(b) Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs, and perennials/groundcovers.

(c) Landscaping shall be installed during the first available planting season following substantial completion of the residence.

(d) All swimming pool plans shall be approved by the Declarant and shall not extend more than one foot above ground level.

(e) Minimum tree size is a 2" caliper, ball and burlapped.

(f) No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant.

(g) No wall shall exceed a height of six (6) feet unless otherwise approved by Declarant.

5. 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.

6. 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". The foregoing restriction shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

7. No exposed exterior television, broadcasting, or radio antenna or satellite dish of any sort shall be permitted on any Lot except as provided in this section or otherwise preempted by law. The following types of antennas shall be permitted on a Lot if located on the rear of the residence or on a side of the residence which is not a street facing side, unless an acceptable quality signal cannot be obtained in any other location permitted herein, in which event the antenna shall be located in the furthest position from the front of the house as possible that permits an acceptable quality signal: (1) a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (2) an antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; or (3) an antenna that is designed to receive local television broadcast signals. Antennas specifically permitted herein shall not require prior approval.

8. No tree house, tool shed, doll house, windmill, exterior solar heating or cooling devices, or similar structures shall be permitted on any Lot.

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles 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 any Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be

parked or stored outside on any Lot, except non-commercial 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 Article II, Section 9 shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

11. No incinerator, trash burner, or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.

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

13. Construction must commence within one (1) year from the closing date on the purchase of any Lot and 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 of any Lot.

14. A public sidewalk shall be constructed of concrete five (5) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot at the sole cost and expense of the Lot Owner and shall comply with any requirements of the Americans with Disabilities Act, including, but not limited to the installation of sidewalk ramps at all intersections where required. The sidewalk shall be placed six and a half (6.5) 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, or as soon thereafter as weather permits, but in no event later than six (6) years after the recording of the final subdivision plat encompassing such Lot; provided, however, this provision shall vary to comply with any requirements of the City of Gretna. If any Lot Owner fails to construct a sidewalk as required herein, within the time permitted herein, the Association may construct such sidewalk and assess the costs and expenses thereof against the Owner and Lot in the same manner as dues and assessments, or Sanitary and Improvement District 337 may construct the sidewalk and specially assess the costs and expenses thereof against the Lot.

15. Repair or replacement of driveway approaches shall be of concrete and the responsibility of the Lot Owner. No asphalt overlay of driveway approaches will be permitted.

16. The walking trails within the development shall be used for walking, biking, and any non-motorized vehicles. ATV's, UTV's, minibikes, dirt bikes, go-carts, and electric scooters are not permitted on the walking trails.

17. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any Lot. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed to be kept on any Lot, including, but not limited to, pot-bellied pigs.

18. No Owner shall maintain or permit any nuisance on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as not to be visible from the street. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. Lots may not be split or subdivided and no residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by the same Owner, except parts of two or more platted Lots may be combined into one Lot provided that any proposed Lot combinations or administrative subdivisions must be approved by Declarant.

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

22. No tree situated upon any Lot may be moved, removed, cut, or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut, or destroyed and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article II. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along any public sidewalk easement area on their Lot. Should any of such trees, shrubs, or bushes be removed, die, or deteriorate into poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes, or shrubs with trees, bushes, or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement as allowed hereinafter.

23. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection, and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

ARTICLE III

HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Harvest Hills Homeowners Association, a Nebraska not-for-profit corporation (herein referred to as the "Association"). Harvest Hills Homeowners Association is also responsible for maintaining Lots 67 through 166, inclusive, and Outlots C through G, inclusive, Harvest Hills pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Harvest Hills- Phase II, a Subdivision in Sarpy County, Nebraska recorded in the Sarpy County Register of Deeds Office on or about even date with this Amended and Restated Declaration, as the same may be amended from time to time ("Harvest Hills- Phase II"). Any provisions in this Declaration relating to the general internal governance of the Association shall be consistent with Harvest Hills- Phase II such that the Association shall have one board acting as one Association, provided however, the foregoing shall not be deemed to prohibit differences from Harvest Hills- Phase II in the architectural and use restrictions set forth in Article II of this Amended and Restated Declaration. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the residents of Harvest Hills, 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, but are not limited to, recreational facilities such as walking trails, playgrounds, and parks, dedicated and nondedicated roads, green areas, signs, and entrances for Harvest Hills. 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 and Improvement District. The Association shall permanently and continuously own Outlots A-G and be a party to a Maintenance Agreement with the City of Gretna and timely and properly comply with all of the duties and obligations thereof, including but not limited to the proper and continuous maintenance and upkeep of Outlots A-G and any other common areas, including all storm water basins, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Harvest Hills Subdivision, which permanent and continuous ownership and maintenance obligations shall survive and shall continue after annexation by the City of Gretna. Provided however, that as provided in Section 1 of the May 21, 2019 Maintenance Agreement, S.I.D. No. 337 shall be responsible for the maintenance, upkeep and operation of Outlot B and the water quality basin located thereon until the expiration of three (3) years from the completion of construction of the public improvements required by Sections II (A) and (E)-(J) of the May 21, 2019 Subdivision Agreement between the City of Gretna, S.I.D. No. 337, and 192&370, LLC for the Harvest Hills Subdivision. And provided however, that as provided in Section 1 of the July 7, 2020 Maintenance Agreement, S.I.D. No. 337 shall be responsible for the maintenance, upkeep and operation of Outlots F and G and the water quality basin located thereon until the expiration of three (3) years from the completion of construction of the public improvements required by Sections II (A) and (D)-(J) of the July 7, 2020 Subdivision Agreement between the City of Gretna, S.I.D. No. 337, and 192&370, LLC for the Harvest Hills Subdivision.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The enforcement of this Declaration and the exercise, promotion, enhancement, and protection of the privileges and interests of the residents of Harvest Hills; and the protection and maintenance of the residential character of Harvest Hills.

2. Membership and Voting. The Owner of each Lot shall be a Member of the Association. The Association shall include such further phases of Harvest Hills as may be developed by the Declarant. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association, except that the Declarant shall have three (3) votes for each Lot owned by the Declarant until the total number of Lots owned by non-Declarants equals 80% or more of the total number of Lots included in the Association (including further phases of Harvest Hills as developed by the Declarant), at which time all Lots shall be entitled to one vote.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation, with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the definition of "Properties" and each shall be a "Lot" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, as in effect from time to time 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, medians, and islands in cul-de-sacs, outlots, and other public property and improvements on parks or public property within or near Harvest Hills.

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 coverage for the Association, Board of Directors, and officers of the Association, as needed, if desired.

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 or the Bylaws, 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. The employment of managers, independent contractors, and such other employees and agents, which individuals or entities may also be members of the Board of Directors, as the Board may deem necessary to accomplish the purposes of the Association set forth in this Declaration, and the prescription of their duties and setting of their compensation.

J. The 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.

K. 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.

5. Mandatory Duties of Association. The Association shall maintain and repair any entrance landscaping, landscaped medians or islands, entrance monuments, parks, trees, shrubs, signs, decorative lighting, and other Association improvements that have been installed by Declarant in generally good and neat condition and shall maintain and repair any property or lots which the Association may own. The Association shall permanently and continuously own Outlots A-G and be a party to a Maintenance

Agreement with the City of Gretna and timely and properly comply with all of the duties and obligations thereof, including but not limited to the proper and continuous maintenance and upkeep of Outlots A-G and any other common areas, including all storm water basins, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Harvest Hills Subdivision, which permanent and continuous ownership and maintenance obligations shall survive and shall continue after annexation by the City of Gretna. Provided however, that as provided in Section 1 of the May 21, 2019 Maintenance Agreement, S.I.D. No. 337 shall be responsible for the maintenance, upkeep and operation of Outlot B and the water quality basin located thereon until the expiration of three (3) years from the completion of construction of the public improvements required by Sections II (A) and (E)-(J) of the May 21, 2019 Subdivision Agreement between the City of Gretna, S.I.D. No. 337, and 192&370, LLC for the Harvest Hills Subdivision. And provided however, that as provided in Section 1 of the July 7, 2020 Maintenance Agreement, S.I.D. No. 337 shall be responsible for the maintenance, upkeep and operation of Outlots F and G and the water quality basin located thereon until the expiration of three (3) years from the completion of construction of the public improvements required by Sections II (A) and (D)-(J) of the July 7, 2020 Subdivision Agreement between the City of Gretna, S.I.D. No. 337, and 192&370, LLC for the Harvest Hills Subdivision.

6. Imposition of Dues and Assessments. The Association may fix, levy, and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this 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.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments, or Association liens.

8. 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 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, fees, late charges, 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 request of the Association a statement as to the amount of any unpaid dues or assessments.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association.

9. Maximum Annual Dues. The Board of Directors shall assess dues in accordance with this Declaration, and except for special assessments authorized in accordance with Section 10 below, the aggregate annual dues which may become due and payable in any year shall not exceed the greater of:

A. Four Hundred Dollars ($400.00) per Lot; or

B. One Hundred Twenty-Five Percent (125%) of the aggregate dues charged in the previous calendar year.

10. Special Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may levy special 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, or for any other extraordinary costs. The aggregate amount of special assessments in each calendar year shall not exceed Four Hundred Dollars ($400.00) per Lot unless the Board of Directors decides by unanimous vote to exceed such amount, or the Board of Directors obtains approval from the Members by a majority vote of those Lots present, in person or by proxy, at a meeting called for the purpose of approving such special assessment.

11. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided above.

12. 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 assessments shall be and become a lien as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the lesser of Fifteen percent (15%) per annum or the highest rate permitted by law. The Association may bring an action 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, all of which remedies shall be cumulative. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs, fees, late charges, 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 Facilities or abandonment of the Owner's Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, including interest, costs, fees, late charges, and reasonable attorneys' fees incurred by the Association. 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 with respect to such payment. The Board of Directors may suspend any Member's voting rights and right to receive Association benefits during any period in which such Member shall be in default of the payment of any dues or assessments levied by the Association.

14. 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 IV.
EASEMENTS

1. The properties are subject to the easements shown in the final plat of Harvest Hills filed in the Register of Deeds Office of Sarpy County, including any subsequent phases or additions thereto, and any other easements filed of record with respect to the Properties or any part thereof. SID 337 shall have an easement over the Common Areas to the extent necessary to carry out its maintenance responsibilities, if any.

ARTICLE V.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only 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 either to prevent or restrain any violation or to recover all loss or damages arising out 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 the Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided however, that no termination or amendment of any provisions of this Declaration regarding the maintenance or ownership of Outlots A-G, or regarding the Maintenance Agreements with the City of Gretna, shall be made without the advance written consent of the City of Gretna, which written consent shall only be provided if another proper entity, as approved by the City of Gretna, assumes full responsibility for the required Maintenance Agreements and in addition assumes ownership of Outlots A-G within the Harvest Hills Subdivision, which permanent and continuous ownership and maintenance obligations shall survive and shall continue after annexation by the City of Gretna.

3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Harvest Hills subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification, or amendment shall be final and there shall be no right of appeal of Declarant's decision. 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 requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant shall appoint the Association 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. Unless previously assigned to the Association as provided in this Section, upon Declarant ceasing to own any Lots in the Properties, the Association shall immediately succeed to Declarant's authority and powers under this Declaration.

5. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 5th day of October, ~~2020~~ 2021

192&370, LLC, a Nebraska Limited Liability Company, "Declarant"

By: MDC Gretna, LLC, sole member and manager

By: _____
John Hughes, Manager of MDC Gretna, LLC

STATE OF NEBRASKA)
) ss:
COUNTY OF ~~SARPY~~ Douglas)

The foregoing instrument was acknowledged before me this 5th day of October, ~~2020~~ 2021, by John J Hughes, Manager of MDC Gretna, LLC, sole member and manager of 192&370, LLC, a Nebraska limited liability company, on behalf of said limited liability companies.

_____
Notary Public

GENERAL NOTARY - State of Nebraska
MARTIN P. PELSTER
My Comm. Exp. December 1, 2024