

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

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (“Declaration”), made on the date hereinafter set forth, by PINE CREEK HOMEOWNERS ASSOCIATION, a Nebraska not for-profit corporation, hereinafter referred to as the “Declarant.”

PRELIMINARY STATEMENT

Whereas, the following legally described real property located within Douglas County Nebraska is subject to the terms of this Declaration:

Lots 1 - 42, inclusive, Lots 51 – 56, inclusive, Lots 60 – 242, inclusive, Lots 292 – 477, inclusive, Lots 481 and 482, Lots 484 – 649, inclusive, Lots 652 – 676, inclusive, and Out lots 1 – 20, inclusive, all in Pine Creek, a subdivision in Douglas County, Nebraska.

Lots 1 - 42, inclusive, Pine Creek Replat 1, a subdivision in Douglas County, Nebraska.

Lots 1, 2, and 3, Pine Creek Replat 2, a subdivision in Douglas County, Nebraska.

Lots 1 and 2, Pine Creek Replat Three, a subdivision in Douglas County, Nebraska.

Lots 1 - 11, inclusive, Pine Creek Replat 4, a subdivision in Douglas County, Nebraska.

Lots 1 and 2, Pine Creek Replat Five, a subdivision in Douglas County, Nebraska.

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

And whereas the Declarant has filed of record certain Declarations of Covenants, Conditions, Restrictions, Easements and Amendments thereto recorded in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the “Prior Declarations”). Instrument No. 2003145243 filed August 1, 2023, Instrument No. 2003241708 filed December

16, 2003, Instrument No. 2003241734 filed December 16, 2003, Instrument No. 2003151904 filed August 12, 2003, Instrument No. 2004100412 filed July 29, 2004, Instrument No. 2004135907 filed October 15, 2004, Instrument No. 2013014940 filed February 13, 2013, Instrument No. 2015048134 filed June 16, 2015.

And whereas the Declarant desires to amend and restate in its entirety the Prior Declaration and Amendments and substitute in all respects this Declaration.

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

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

ARTICLE I
RESTRICTIONS AND COVENANTS

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

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

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed landscaping plans, and plot plans to Declarant (herein collectively referred to as "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.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of 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 Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within the Pine Creek subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent with the architecture found in the Stone Park subdivision in Douglas County, Nebraska. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that the construction of these improvements will not be materially inconsistent with scheme of development contemplated by this Declaration. 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 reduce 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 the approval or disapproval of 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.

4. Except as otherwise specifically approved by Declarant, the exposed front and street side foundation walls, and subject to the sole determination of the Declarant such other exposed foundation walls, of all residential structures must be constructed of or faced with brick or simulated brick. All driveways must be constructed of concrete, brick, paving stone, or

laid stone. All foundations shall be constructed of concrete, concrete block, brick or stone. The roof of all Improvements shall be covered with weathered wood asphalt shingles, or metal shingles resembling traditional wood shingles or other shingle colors and materials approved in writing by Declarant. Hardboard, pressed wood, bonded wood, and like type shingles will not be approved by Declarant for coverage of any roof.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. The foregoing restriction in this Article I, Section 5 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.

6. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over the air programming signals that does not exceed one meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant.

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 any vehicles unattended, abandoned or otherwise 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. Any such repairs will be done only in the driveway and not on the street.

8. No boat, camper, trailer, recreational vehicle, non-working vehicle 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 an enclosed structure) for more than thirty (30) days within a calendar year, other than work trailers attached to a truck or other vehicle that is used for construction and not storage. unless used in the normal, regular course of business. 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 Article I, Section 8 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 the minimum number of off-street parking areas or spaces for private passenger vehicles required by applicable zoning ordinances of Douglas County, Nebraska.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, 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 clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and 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. Any exterior lighting is subject to written approval of the Board.

11. No fences are allowed that extend beyond the front building lines of the house. No fence may be installed without the prior approval of the Board. In all event, installed fences must comply with applicable set back requirements imposed by Douglas County Nebraska. All fences erected on Lots must be constructed of wood, wrought iron, PVC, or other type of material approved by Declarant. No chain link fences shall be allowed. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant. 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.

12. No tennis courts shall be allowed on any residential Lots. The location of basketball backboards shall be subject to the approval of Declarant.

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

14. Construction of any Improvement shall be completed within one (1) year from date of commencement of excavation or construction of Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

15. Commencing with completion of construction of any Improvement on a Lot, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of four (4) feet and a maximum of seventeen and one half (17.5) feet from the street curb line, in conformance with the master sidewalk plan. The sidewalk alignment shall be approved by Declarant prior to construction. After approval of the sidewalk alignment, the sidewalk shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of Douglas County Nebraska. All sidewalk maintenance and repair is the responsibility of the homeowner.

16. 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. No asphalt overlay or driveway approaches will be permitted.

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, except for one doghouse constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in Pine Creek subdivision, including potbellied pigs.

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

19. 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.

20. No temporary structure of any character, and no carport, trailer, modular home, open basement, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Pine Creek to any Lot without the written approval of Declarant.

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

22. Declarant hereby reserves the right to require Owners to install siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

23. All Lots must be fully sodded concurrently with or immediately following completion of construction of the residential structure on the Lot, as weather permits.

24. Boats, campers, trailers and recreational vehicles or other non-working vehicles shall not be stored for longer than “thirty (30)” calendar days per year, other than work trailers attached to a truck or other vehicle that is used for construction and not storage.

25. The only signage allowed in a yard is “FOR SALE” signage. Removable personal signage for “FOR SALE”, school, school spirit, sports, birthdays are allowed. Political flags or signage are allowed for four weeks before, and removed one day after any national, State, or local election day. Political is defined as a sign or flag advertising a candidate or candidates for public elective office, or a political party, or a sign urging a particular vote on a public issue decided by ballot. Election date is defined as the in person voting date. All yard signage is to be two feet by three feet (2’ x 3’) or less. Community support such as “B” painted on the driveway for school fundraisers is allowed. Flags will be permitted within size limits of 3’ x 5’ within the same time parameters. American flags may be permitted in a larger size if approved by the Board in writing.

26. A single personal use storage, toolshed, or outbuilding shall be permitted to be constructed, erected or placed on any lot. Any building shall be erected on a concrete base, concrete piers or foundation, and not extend more than one-foot above ground. Sheds are allowed only if the exterior and the roof match the home and on a concrete base or foundation. Any such sheds must be in the back yard. No plastic or metal are allowed. Any such sheds will not be installed without submitting plans to the Board and receiving written HOA Board approval.

27. Trash cans can be kept outside on the side or rear of the home if obscured from street view. Trash enclosures shall be no larger than 4’ x 8’ and need to be constructed from wood or PVC and shall not extrude beyond the front building lines in any case. All structures or enclosures must be approved by the board and receive prior written HOA Board approval.

28. Temporary pools are permitted between Memorial Day to Labor Day. Only round shape pools with maximum dimensions of 18’ in diameter and 54” in overall height are allowed and must follow all county ordinances. No decks or permanent structures are to be built surrounding the pool. Any such pool shall be placed only in the back yard.

29. Any solar panels require Board approval before installation, must be flush mounted, match the roof of the home, and are preferred to be placed in the back yard when viable. No ground mounted solar panels will be permitted, and the roof mounted panels should be on the non-street facing side when viable.

30. Any roofing materials require prior written approval by the Board.

31. Any covenant violations are subject to a fine as follows

(a) Covenants, easements, conditions and other terms set out in this Declaration are and will be subject to the following enforcement:

1. The Association and every contract purchaser or Owner of any Lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, or necessary for enforcement as to any Lot of any covenant or any easement granted to it and to fix a reasonable charge for such as a lien upon and charge against such Lot in favor of the Association.
2. In addition to the above enforcement provisions, the Association may, in its discretion, impose a charge against each Lot not to exceed the sum of \$50.00 per day for each separate incidence of nonconformance of any Lot with any covenant set forth in this Declaration as may from time to time be amended AFTER THREE WRITTEN NOTICES.
3. An Owner will be notified of any covenant violation or complaint by written notice from the HOA Board and will be given twenty-one (21) days to respond with a plan of corrective action or a disputation of the complaint. Exterior Lighting, signs and trash can violations are to be corrected immediately within one (1) day of notification of the violation or complaint.

ARTICLE II HOMEOWNERS' ASSOCIATION

1. The Association. The Declarant has caused the incorporation of PINE CREEK HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association") for the benefit of the residents of Pine Creek. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Pine Creek, 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 noncredited roads, paths, ways and green areas (including landscaping); and sign and entrances for Pine Creek. Common Facilities may be situated on property owned or leased by the Association within the Pine Creek subdivision, on private subject to an easement in favor of the Association, on public property, or on property dedicated to a Sanitary and 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 informally 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 Pine Creek; and the protection and maintenance of the residential character of Pine Creek.

2. Membership and Voting. The first phase and second phase of Pine Creek is divided into four hundred seventy (470) and one hundred seventy-nine (179) separate residential lots, respectively, (for purposes of Article II of this Declaration, the term "Lots" shall mean all of the residential lots which are included in the Association including the Lots as defined by the Declaration). The Lots subject to this Declaration are hereby added as Lots are included in the Association. 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 to 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 mortgage). 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 Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant anticipates that additional phases of Pine Creek will be developed by Declarant or other developers. From time to time, without the consent or approval of an Owner or Member, the Association may, with Declarant's approval, be expanded by Declarant to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Pine Creek Subdivision. Such expansion(s) may be affected from time to time by Declarant's recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than the Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified on the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article II, and the owners of the additional residential lots shall be members of the

Association with all rights, privileges and obligations accorded or accruing to member of the Association.

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 acquisitions, 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, public property, within or near Pine Creek.

(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 the powers and privileges and the performance of all 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 the 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 the Association. The Association shall:

(a) Maintain and repair the Boundary Improvements, and the signs which have or may be installed by Declarant at the residential entrances along State Street and 156th Street, all in good repair and neat condition; and

(b) Maintain, repair and replace as necessary all fences and trees, shrubs and other natural barriers and green areas constructed on and along the mixed-use lots, so that such are in good repair and neat condition.

5. 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 time and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision 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. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

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 the 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 Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10 below, the aggregate dues which may become due and payable in any year shall not exceed the greater of

a. Ninety- four and no/100 Dollars (\$94.00) per Lot.

b. In each calendar year beginning on January 1, 2013, 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 defying, in whole or in part, the costs of any acquisition, construction, repair, painting, maintenance, improvement, or replacement of any common facility, including fixtures and personal property related hereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of maximums established in this Declaration.

12. Uniform Rate of Assessment. Except for assessments as provided in Article II, Section 5, assessments and dues shall be fixed as a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6 above.

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 became due and payable.

14. 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 or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. 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 too 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 the Owner's Lot. The mortgage 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 of all 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. Th 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. 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 either to 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 a majority homeowners approval of the lots covered by the Declaration.

3. By written consent of the Declarant for a period of twenty five (25) 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 Pine Creek 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. PINE CREEK HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation or its successor or assign, 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, the 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.

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.

IN WITNESS WHEREOF, the Association has executed this instrument on the _____ day of _____, 2024.

Pine Creek Homeowners Association
a Not-for-Profit Corporation

By: _____
Kelsea Bernasek, President of Pine Creek Homeowners Association

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Kelsea Bernasek, President of Pine Creek Homeowners Association a Nebraska Not for Profit Corporation known to be the identical person who executed the foregoing instrument, acknowledged the execution thereof to be her voluntary act and deed as such officer and the Voluntary act and deed of said Nonprofit Corporation and declared the execution thereof to be duly authorized.

Witness my hand and Notarial Seal on _____ day of _____, 2024.

Notary Public