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**MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR STERLING RIDGE**

THIS MASTER DECLARATION of Covenants, Conditions, Restrictions and Easements for Sterling Ridge (hereinafter termed the "Declaration") is made this 7th day of December, 2011, by **BELLA TERRA, LLC**, a Nebraska limited liability company (hereinafter sometimes termed "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and developer of approximately one hundred fifty (150) acres of land in Omaha, Douglas County, Nebraska, known as Sterling Ridge and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Covered Property"); and

WHEREAS, in connection with the development of the Covered Property, Declarant may, without obligation, record various subdivision plats; dedicate portions of Sterling Ridge to the public for streets, roadways, drainage, flood control, and general public use; and set forth additional covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements applicable to portions of Sterling Ridge; and

WHEREAS, Declarant desires to form a Master Owners Association for Sterling Ridge Owners (as said terms are defined herein below), which Master Owners Association (hereinafter termed the "Association") will: (1) own, construct, operate, manage and/or maintain a variety of Common Areas within Sterling Ridge; (2) establish, levy, collect and disburse assessments and other charges imposed hereunder; and (3) as the agent and representative of the members of the Association, administer and enforce all provisions hereof; and

WHEREAS, the Declarant desires to subject all of the Covered Property to the Declaration as hereinafter set forth.

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE I
DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

1.1 “Annual Assessment” shall mean the charge levied and assessed each year against each Lot and/or Tract pursuant to Article VII, Section 7.2 hereof.

1.2 “Arterial Street Frontage” shall mean those areas adjacent to the Covered Property designated as Arterial Street Frontage on the Common Area Plat.

1.3 “Articles” shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

1.4 “Assessable Property” shall mean any Lot and/or Tract, except such part of parts thereof as may from time to time constitute Exempt Property.

1.5 “Assessment” shall mean an Annual Assessment, Special Assessment, and/or Penalty Assessment.

1.6 “Assessment Lien” shall mean the lien created and imposed by Article VII, Section 7.1 hereof.

1.7 “Assessment Period” shall mean the time period set forth in Article VII, Section 7.6 hereof.

1.8 “Association” shall mean Sterling Ridge Master Owners Association, a Nebraska not-for-profit corporation, which has been organized by Declarant to administer and enforce the Declaration and to exercise the rights, powers and duties set forth in this Declaration, its predecessors or successors, whether incorporated or unincorporated and assigns.

1.9 “Association Land” shall mean such part or parts of the Covered Property, together with any buildings, structures and Improvements thereon, and other real property with the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest.

1.10 “Board” shall mean the Board of Directors of the Association.

1.11 “Building” shall mean any building, garage, shack, utility shed or building, or similar above ground structure.

1.12 “Bylaws” shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

1.13 “City” shall mean the City of Omaha, Nebraska.

1.14 “Common Area” shall mean (a) all Association Land and the Improvements thereon; (b) all land within the Covered Property which the Declarant by the Subdivision Agreement, this Declaration or other Recorded instrument, makes or is required to make available for common use by Members of the Association; (c) all land and Improvements within the Covered Property which by Plat or Recorded easement is to be used for signage, vehicular or pedestrian ingress and egress, sewers, landscaping, water retainage, drainage, and/or flood control for the common benefit of the entirety of Sterling Ridge and/or the general public; and/or (d) all land within Sterling Ridge which is owned privately or by a governmental agency for which the Association has accepted responsibility for operation or maintenance, and for which the Association benefits by limited use, full use, or aesthetic consistency, for the general benefit of the Members.

1.15 “Common Area Plat” shall mean the Common Area Plat affixed hereto as Exhibit “B”, as amended from time to time.

1.16 “County” shall mean and refer to the County of Douglas, State of Nebraska.

1.17 “Covered Property” shall mean the real property situated in the City of Omaha, Douglas County, Nebraska legally described on Exhibit “A” attached hereto, and any and all Improvements completed thereon.

1.18 “Declarant” shall mean Bella Terra, LLC, a Nebraska limited liability company, and the successors and assigns of Declarant’s rights and powers hereunder.

1.19 “Declaration” shall mean this Master Declaration of Covenants, Conditions, Restrictions and Easements, as amended or supplemented from time to time.

1.20 “Deed” shall mean a deed or other instrument conveying the fee title in a “Lot” or “Tract”.

1.21 “Developer” means a person or entity who is engaged in residential or commercial real estate development and who purchases one or more Lots or Tracts from the Declarant for the purpose of constructing Improvements thereon for sale or lease.

1.22 “Development Agreement” shall mean the Development Agreement between the City and Declarant dated August 18, 2011, as the same may be amended from time to time.

1.23 “Drainage Way” shall mean those portions of the Covered Property designated as Drainage Way on the Common Area Plat.

1.24 “Dwelling Unit” shall mean any building or portion of a building situated upon a Lot or Tract designed and intended for use and occupancy as a residence.

1.25 “Exempt Property” shall mean the following parts of Sterling Ridge:

- (1) All land and Improvements owned by or dedicated to the United States, the State of Nebraska, Douglas County, the City of Omaha, or any political subdivision;
- (2) All Association Land, for as long as the Association is the owner thereof; and
- (3) Outlots.

1.26 "Feature and Signage Area" shall mean those portions of the Covered Property designated as Feature and Signage Area on the Common Area Plat.

1.27 "Frontage Area" shall mean those portions of the Covered Property designated as Frontage Area on the Common Area Plat.

1.28 "Improvement" shall mean, but not be limited to, buildings, sheds, utility structures and improvements, roads, drives, dams, channels, basins, parking areas, fences, hedges, landscaping, mass plantings, walls, poles, signs, antennas, dish antennas, planted trees, and all other structures or landscaping improvements of every type and kind.

1.29 "Land Use Restriction" shall mean any land use restrictions imposed on the Outlots, Tracts and/or Lots pursuant to Article IV.

1.30 "Lessee" shall mean the Lessee under a lease of a Lot or Improvements constructed on a Lot.

1.31 "Linear Green Space" shall mean those portions of the Covered Property designated as Linear Green Space on the Common Area Plat.

1.32 "Lot" shall mean any area of real property within the Covered Property designated as a lot on any Plat.

1.33 "Maintenance Charges" shall mean any and all costs assessed against a Lot or Tract pursuant to Article X, Section 10.9 hereof.

1.34 "Master Plat" shall mean the Recorded final plat of Sterling Ridge, a subdivision in Douglas County, Nebraska, a copy of which is attached hereto as Exhibit "C".

1.35 "Member" shall mean any person or entity holding a Membership in the Association pursuant to this Declaration.

1.36 "Membership" shall mean a Membership in the Association and the corresponding rights, privileges and responsibilities of the Owners and Declarant pursuant to Article VI hereof.

1.37 “Mixed Use Tract” shall mean the Lots and Outlots encompassed within the Mixed Use Tract Area depicted on the Tract Plan.

1.38 “Notice” shall mean actual or constructive notice of any fact. Notice with respect to receipt of any document shall mean delivery of the document in person, by posting in accordance with Nebraska law delivery by or regular or certified mail. If delivery is by regular or certified mail, the document shall be deemed to have been delivered seventy-two (72) hours after a copy of the document has been deposited in the United States Mail.

1.39 “Outlot” shall mean an outlot as platted pursuant to the Master Plat or any subsequent Plat.

1.40 “Owner” shall mean the person or persons holding the beneficial ownership of the fee title to a Lot or Outlot as shown on the records of the Douglas County, Nebraska, Register of Deeds (including the purchaser under a contract of sale of real property within Sterling Ridge), but shall not include persons holding only a security interest or a Lessee.

1.41 “Penalty Assessments” shall mean assessments imposed for violation of the Declaration, Articles of Incorporation, Bylaws or Sterling Ridge Rules, pursuant to the procedures established from time to time by the Board. Such assessments shall be punitive in nature and may be imposed without regard to whether or not monies have been expended by the Association as a result of such violation.

1.42 “Permittee” shall mean all Owners, their Lessees or licensees, and each of their respective immediate family members, officers, directors, employees, agents, contractors, customers, vendors, visitors and invitees.

1.43 “Plat” shall mean the Master Plat and any subsequent Recorded plats or replats of all or part of Sterling Ridge.

1.44 “Recording” shall mean placing an instrument of public record in the office of the Register of Deeds of Douglas County, Nebraska, and “Recorded” shall mean having been so placed on public record.

1.45 “Religious Tract” shall mean the Lots and Outlots encompassed within the Religious Tract Area depicted on the Tract Plan.

1.46 “Resident” shall mean each natural person residing in a Dwelling Unit.

1.47 “Residential Declaration” shall mean any declaration of covenants, conditions, restrictions and easements or similar restrictive document Recorded against the Residential Tract.

1.48 “Residential Tract” shall mean the Lots and Outlots encompassed within the Residential Tract Area depicted in the Tract Plan.

1.49 “Senior Living Tract” shall mean the Lots and Outlots encompassed within the Senior Living Tract Area depicted on the Tract Plan.

1.50 “Shoreline Buffer” shall mean those portions of the Covered Property designated as Shoreline Buffer on the Common Area Plat.

1.51 “Special Assessments” shall mean any assessment levied and assessed pursuant to Article VII, Section 7.3 hereof.

1.52 “Sterling Ridge” shall mean the development encompassed by the Covered Property.

1.53 “Sterling Ridge Rules” shall mean the rules for Sterling Ridge adopted by the Board pursuant to Article V, Section 5.3 hereof.

1.54 “Storm Water Detention Pond Area” shall mean those portions of the Covered Property designated as Storm Water Detention Pond Area on the Common Area Plat.

1.55 “Streetscape Maintenance Agreement” shall mean the Streetscape and Entrance Sign Maintenance Agreement to be entered into by Declarant, the Association and the City for the maintenance of certain Sterling Ridge improvements constructed within public right-of-way.

1.56 “Sub-Association” shall mean an owners association created within Sterling Ridge other than the Master Association, as contemplated by Article V, Section 5.5 hereof.

1.57 “Subdivision Agreement” shall mean the Subdivision Agreement by and between the City and Declarant dated August 18, 2011, as the same may be amended from time to time.

1.58 “Supplemental Declaration” shall mean any declaration of covenants, conditions, restrictions and easements or similar document Recorded against a Tract or other part of Sterling Ridge.

1.59 “Tract” shall mean a tract of land within Sterling Ridge depicted as a tract on the Tract Plan; initially the Mixed Use Tract, Residential Tract, Senior Living Tract and Religious Tract as depicted on the Tract Plan.

1.60 “Tract Plan” shall mean the plan illustrating the Tracts attached hereto as Exhibit “D” hereto.

1.61 “Wetlands Mitigation” shall mean any requirements imposed on Declarant, or its successors in interest, to perform wetlands mitigation within the scope of the Department of Army Permit number 2010-01556-WEH within the restricted area of Lots and Outlots as described in the Deed Restriction dated November 30, 2011, and recorded with the Douglas County Register of Deeds as Instrument No. 2011103225.

ARTICLE II
PROPERTY SUBJECT TO THE STERLING RIDGE DECLARATION

Declarant intends to develop Sterling Ridge and to develop, improve, lease, sell and/or convey Lots. Declarant hereby declares that all of the real property within Sterling Ridge is, and shall be, held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any Plats applicable thereto, as amended or modified from time to time; provided, however, property which is not part of a Lot or an Outlot and which is dedicated to the public or a governmental entity for public purposes shall not be subject to this Declaration. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Sterling Ridge and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of Sterling Ridge and every part thereof. This Declaration shall run with the Covered Property and with all Lots, Tracts and Association Land for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, Lessees and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Development Agreement or Subdivision Agreement as may apply to any portion of Sterling Ridge owned by the Declarant, from replatting Lots or Tracts or from dedicating or conveying portions of Sterling Ridge owned by the Declarant, including streets or roadways, for uses other than as a Lot, Tract or Association Land. As long as the Declarant owns any Lot or Tract, Declarant approval is also required for any amendment to a Tract Plat which approval shall not be unreasonably held or delayed.

ARTICLE III
COMMON AREA EASEMENTS

Section 3.1. Easements of Enjoyment. Every Owner and Permittee shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use of the recreational facilities and other Common Areas by any Member (i) for any period during which any Assessment against such Member's Lot remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, or the Sterling Ridge Rules, and for successive suspension periods if any such infraction is not corrected during any prior suspension period. The Member's obligation to continue to pay Assessments shall continue even though voting rights and the right to use the recreation facilities and other Common Areas has been suspended.
- (b) The right of the Association to grant easements, dedicate or transfer all or any part of the Common Areas to any public agency, authority, or private or public utility

company for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by the Subdivision Agreement, zoning stipulations or other agreements with the City effective prior to the date hereof or specified on a Plat, no such dedication or transfer shall be effective unless approved by the Owners representing at least seventy-five (75%) of the votes entitled to be cast by the Members, provided that if the dedication or transfer is property within the Religious Tract, such dedication or transfer must be approved by all of the Owners of Lots within the Religious Tract. Notwithstanding the foregoing, the Board shall have authority to authorize the transfer to such public agencies, authorities or utility companies' easements and rights-of-way which are intended to benefit Sterling Ridge and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members.

- (c) The right of the Association to regulate the use of the Common Areas through the Sterling Ridge Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way and signage areas, not intended for use by the Members. The Sterling Ridge Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Owners and Residents.

Section 3.2. Delegation of Use. Any Member may, in accordance with the Sterling Ridge Rules and the limitations therein contained and this Declaration, delegate the right of enjoyment in the Common Areas to Permittees subject to the doctrine of respondeat superior.

ARTICLE IV LAND USE RESTRICTIONS AND PERMITTED USES

Section 4.1. Zoning Land Use Restrictions. No Owner of a Lot or Tract shall use such Lot or Tract for uses other than permitted uses for such Lot or Tract under the City approved zoning for Sterling Ridge or Development Agreement without the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion.

Section 4.2. Restrictions Applicable to Covered Property. The following uses shall not be permitted on any of the Covered Property:

1. Theater;
2. A liquor store, disco or nightclub;
3. Health club, fitness center or dance studio;
4. Off-track betting, bingo parlor, keno or other gambling establishment;
5. Billiard or pool hall;
6. Massage parlor;
7. Amusement or game arcade center;

8. Bowling alley;
9. Skating rink;
10. Car, truck or recreational vehicle washing, repairing, rental, servicing, sale, display or leasing;
11. Adult book or video store (meaning any book or video establishment deriving more than five percent (5%) of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
12. Secondhand or surplus store, fire or bankruptcy sales or vendors;
13. Auction house;
14. Mobile home park;
15. Labor camp, junkyard or stockyard;
16. Dumping, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
17. Laundromat;
18. Veterinary hospital or the rearing of animals;
19. Funeral home or mortuary;
20. Check cashing business, except as incidental to the operation of a bank;
21. Pawnshop;
22. Pet shop; and
23. Tattoo or piercing parlor.

Notwithstanding the foregoing, the foregoing restrictions shall not prohibit the Owners from engaging in the foregoing uses as may be incidental to their primary business as long as such uses are not being offered to the general public for commercial gain. By way of example, an office building may contain a fitness center solely for the use and benefit of the building tenants.

Section 4.3. Restrictions Applicable to Residential Tract. The following covenants and restrictions shall apply only to Lots and the Owners and Residents within the Residential Tract.

- (a) Residential Use. All Dwelling Units shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any Lot or in or from any Dwelling Unit, except that an Owner or other Resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit, and is in compliance with all laws including licensing and zoning laws.
- (b) Tenants. The entire Dwelling Unit on a Lot may be leased to a single family Lessee from time to time by the Owner, subject to the provisions of this Declaration. Lessees shall be bound by the terms of this Declaration and the Sterling Ridge Rules. Owners shall continue to have financial liability for the acts or omissions of their Lessees.

Section 4.4. Restrictions Applicable to Religious Tract. The Lots within the Religious Tract shall be used for purposes consistent with and in compliance with the Development

Agreement which shall include religious assembly, worship, religious function purposes and educational and operational purposes incidental thereto. Improvements to be constructed on Lots within the Religious Tract shall further be subject to compliance with the Improvement Guidelines and review in accordance with the Design Review Procedures attached hereto as Exhibit "E" (the "Guidelines"). No Improvement shall be constructed within the Religious Tract except in compliance with the Guidelines.

Section 4.5. Restrictions Applicable to Mixed-Use Tract. The Mixed-Use Tract shall be used for purposes consistent with and in compliance with the Development Agreement.

Section 4.6. Restrictions Applicable to Senior Living Tract. The Senior Living Tract shall be used for purposes of senior residential care, which shall include, without limitation, assisted living, dementia care and nursing home facilities.

ARTICLE V ORGANIZATION OF ASSOCIATION

Section 5.1. Formation of Association. The Association shall be a Nebraska not-for-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a manager or management company who shall, subject to the discretion of the Board, be responsible for the day to day operation of the Association. The Board shall determine the compensation to be paid to officers or any employee, manager or management company. Unless this Declaration specifically requires a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board.

Section 5.3. The Sterling Ridge Rules. The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Areas including, but not limited to, any recreational facilities situated upon the Common Areas; (ii) minimum standards for any maintenance of Lots and Tracts; or (iii) the health, safety or welfare of the Owners and Residents. In the event of any conflict or inconsistency between the provisions of this Declaration and the Sterling Ridge Rules, the provisions of this Declaration shall prevail. The Sterling Ridge Rules shall be enforceable by the Association in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

Section 5.4. Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, and no other employee or representative of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section 5.4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5.5. Sub-Association. In the event any owners or similar association is to be formed by a Developer (other than the Declarant) of a Tract or subdivision of Sterling Ridge, the Supplemental Declaration and the articles of incorporation and bylaws or other governing documents for such Sub-Association shall not be effective unless the contents thereof have been approved by the Declarant and in all events such Supplemental Declaration and Sub-Association and the rights of its members shall be subject and subordinate to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association, and the provisions of the Sterling Ridge Rules. Each Supplemental Declaration and Sub-Association may establish additional use restrictions, design standards or performance standards as long as they do not diminish the standards set forth in this Declaration.

ARTICLE VI MEMBERSHIP AND VOTING

Section 6.1. Membership and Voting. Except for Owners of Lots in the Residential Tract, each Owner of a Lot within the Covered Property shall be a Member of the Association, provided, however, the Sub-Association formed pursuant to the Residential Declaration shall be a Member of the Association. Except as otherwise set forth in this Declaration, the decisions of the Association shall be determined by a majority of the total number of votes of the Members. The number of votes allocated to the Lots and Tracts has been determined based on the proportionate acreage of the Lots and Tracts, and shall be as set forth on Exhibit "F" attached hereto. In the event that a Lot or Lots are replatted or combined, then the Owner of the subdivided or combined Lot shall be reallocated to the replatted Lots proportionately according to the acreage of the Lots as replatted or combined.

Section 6.2. Sub-Association Exercise of Voting Rights. The Residential Association shall have the right to cast all of the votes allocated to the Residential Tract and otherwise represent the Residential Tract as a Member of the Association. In the event that Sub-Associations are created for one or more of the other Tracts, if and to the extent provided for in a Supplemental Declaration Recorded against such Tract, all, but not less than all, of, the votes allocated to the Lots within such Tract may be cast by the Sub-Association as representative of the Owners of such Tract. In the event that the Association voting rights are delegated to a Sub-Association for a Tract, such votes shall be cast by the president of the Sub-Association or other officer of the Sub-Association as authorized by the Sub-Association.

Section 6.3. Right to Vote. In all events, the Board may require reasonable proof of authority of a person casting votes and may refuse to accept a vote if such proof is not provided to the Board. The votes for each such Membership must be cast as a unit and may not be split. In the event that a Membership is owned by more than one (1) person or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.

Section 6.4. Suspension of Voting Rights. Any Member who fails to pay the Annual Assessments, Special Assessments or Penalty Assessments provided herein within thirty (30) days of the due date thereof, shall have all voting rights as provided herein suspended until such amounts plus any accrued interest, attorney's fees and/or collection costs are paid in full. In addition, the Board may suspend an Owner's voting rights for violations of the Declaration or the Sterling Ridge Rules.

ARTICLE VII COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 7.1. Creation of Lien and Personal Obligations of Assessments and Maintenance Charges. The Declarant, for each Lot and Tract established within Sterling Ridge hereby covenants and agrees, and each Owner by acceptance of a Deed therefor (whether or not it shall be so expressed in such Deed) is deemed to covenant and agree, to pay to the Association the following assessments and charges: (1) Annual Assessments established by this Article VII, (2) Special Assessments for capital improvements or other extraordinary expenses or costs established by this Article VII, and (3) Penalty Assessments as set forth by this Article VII, all such Assessments to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments and Penalty Assessments, together with interest, incidental and taxable costs, and reasonable attorney's fees, and all other sums which may become due and payable to the Association by an Owner shall be a charge on the Lot or Tract and shall be a continuing lien upon the Lot or Tract against which each such Assessment is made. The Annual and Special Assessments against each Lot or Tract shall be levied and assessed in the same proportion as the votes appurtenant to the Lot or Tract bears to the total number of Association votes. Each such Annual Assessment, Special Assessment and Penalty Assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot or Tract at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them. However, such exemption does not apply to the obligation of the successor in title of the Owner to correct any violation of the Declaration or the Sterling Ridge Rules; however, the transfer of title shall not extinguish any Assessment Lien, except a transfer pursuant to foreclosure of a superior lien in which the Assessment Lien has been extinguished by such foreclosure.

Section 7.2. Annual Assessments. Within thirty (30) days of the commencement of each fiscal year, commencing with the 2012 fiscal year, the Board shall estimate the costs and expenses to be incurred by the Association during the fiscal year in performing its functions (including a reasonable provision for contingencies, reserves and replacements) and shall subtract from such estimate an amount equal to other projected revenues and surplus balances not needed for reserves and contingencies. The sum or net estimate shall be assessed on a monthly, quarterly, semi-annual or annual basis as determined by the Board to all non-exempt Owners in shares proportionate to their voting rights as set forth more fully herein. If at any time, and from time to time during any fiscal year, the Annual Assessment proves or appears likely to be inadequate, for any reason, including nonpayment of any Owner's share, the Board may levy a supplemental Annual Assessment in the amount of such actual or estimated inadequacy, which shall be assessed to Owner's in the same proportion as the initial Annual Assessment.

Section 7.3. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 7.4. Penalty Assessments. Penalty Assessments may be imposed for violation of the Declaration, Articles of Incorporation, Bylaws, or Sterling Ridge Rules, pursuant to the notice provisions and procedures established by the Board.

Section 7.5. Notice and Quorum for Any Action Authorized Under Section 7.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 of this Article shall be sent to all Members no less than ten (10) days in advance of the meeting at the addresses of such Members on the records of the Association. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the Member votes (exclusive of suspended voting rights) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement.

Section 7.6. Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence on January 1, 2012. The Board in its sole discretion from time to time may change the Assessment Period by giving notice thereof to the Members of the Association.

Section 7.7. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Annual Assessments, Special Assessments and Penalty Assessments provided that said procedures are not inconsistent

with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period, provided successor Owners of Lots or Tracts shall be given credit for prepayments, on a prorated basis, made by prior Owners. Members must notify Association of a change of mailing address when applicable. Notice of any past due Assessment or of any lien may, at the Association's discretion, be given to any mortgagee, and each Owner shall, upon demand, provide the Association with the name, address and telephone number of such mortgagee.

Section 7.8. Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of twelve percent (12%) per annum and the Member shall be liable for all taxable and incidental costs, including attorney's fees, which may be incurred by the Association in collecting the same. Late fees may also be established by the Board to be adjusted from time to time. The Board may also Record a Notice of Delinquent Assessment against any Lot or Tract as to which any such amount is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's costs in Recording such Notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien.

Section 7.9. Evidence of Payment of Assessments. Upon receipt of a written request by a Member or any other person, the Association, within a reasonable period of time thereafter, shall issue to such member or other person a written certificate stating (a) that all Annual, Special and Penalty Assessments (including interest, costs, and attorney's fees, if any, as provided in Section 7.8 above) have been paid with respect to any specified Lot or Tract as of the date of such certificates, or (b) if all Annual Assessment, Special Assessment and Penalty Assessments have not been paid, the amount of such Annual Assessment, Special Assessment and Penalty Assessment (including interest, costs, and attorney's fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates (not to exceed \$25.00), which charges must be paid at the time of the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Tract in question.

Section 7.10. Property Exempted from the Annual and Special Assessments and Assessment Lien. Exempt Property shall be exempted from the assessment of the Annual and Special Assessments, provided, however, that in the event any change of the ownership of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the Assessments shall be prorated to the date of the change in ownership.

ARTICLE VIII
ENFORCEMENT OF PAYMENT OF ANNUAL, SPECIAL AND PENALTY ASSESSMENTS
AND OF ASSESSMENT LIEN.

Section 8.1. Association as Enforcing Body. The Association, as the agent and representative of the Members, shall have the right to enforce the provisions of this Declaration. However, if the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce the provisions of this Declaration by any appropriate action, whether by law or in equity.

Section 8.2. Associations Remedies to Enforce Payment of Assessments. If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its rights to exercise the other remedy):

- (a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual, Special or Penalty Assessments.
- (b) Foreclose the Assessment Lien against the Lot or Tract in accordance with the then prevailing Nebraska law relating to the foreclosure of real estate mortgages (including the right to recover any deficiency) and the Lot or Tract may be redeemed after foreclosure sale as provided by law. The Association shall have the right to bid at any foreclosure sale.

Section 8.3. Subordination of Assessment Lien to First Mortgage or Deed of Trust, Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with the Lot or Tract as security, or held by the lender's successors and assigns, and shall also be subject to subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which in any manner may arise or be imposed upon each Lot or Tract after the date this Declaration is Recorded. Sale or transfer of any Lot or Tract shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the Assessment Lien is subordinate or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot or Tract free of the Assessment Lien for all Assessments that have been accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately shall become and remain superior to any and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall take subject to all Assessments and the Assessment Lien therefor accruing

subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

Section 8.4. Costs to be Borne by Member in Connection with Enforcement of Payment of Annual and Special Assessments. In any action taken pursuant to Section 8.2 of this Article, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with interest and the Association's incidental and taxable costs including collection costs and attorney's fees. The Assessment Lien shall also secure payment of any other sums which may become payable to the Association by an Owner pursuant to this Declaration.

ARTICLE IX USE OF FUNDS: BORROWING POWER

Section 9.1. Purpose for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including the Annual Assessments, Special Assessments and Penalty Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of Sterling Ridge and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of Common Area and any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without Sterling Ridge which may be necessary, desirable or beneficial to the general common interests of Sterling Ridge, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for the common benefit of the Owners, maintenance of landscaping on Common Areas, public right of way, and drainage areas within Sterling Ridge, recreation, liability insurance, communications, education, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association also may expend its funds for any purposes for which any municipality may expend its funds under the laws of the State of Nebraska or such municipality's charter.

Section 9.2. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate and upon commercially reasonable terms.

Section 9.3. Association's Rights in Spending Funds from Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual Assessments or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 9.4. Insurance. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas with minimum bodily injury limits of \$1,000,000 per occurrence and a minimum aggregate limit of \$2,000,000. The Association may, but shall not be required to, purchase director or officers liability insurance, errors and omissions insurance or similar insurance policies in amounts and types determined by the Board.

ARTICLE X MAINTENANCE

Section 10.1. Common Areas and Public Right of Way. The Association, or its duly delegated representatives, shall maintain and otherwise manage all Common Areas, including, but not limited to, the landscaping, walkways, paths, sprinklers, parking areas, drives, recreational facilities and Improvements; provided, however, the Association shall not be responsible for providing or maintaining the landscaping, structures or other improvements on any Common Areas which are part of Lots unless (i) such landscaping, structures or other improvements are available for the benefit or use by all Owners and Permittees or are within easements intended for the general benefit of Sterling Ridge and (ii) the Association assumes in writing the responsibility for such maintenance or such responsibility is set forth in this Declaration, the Subdivision Agreement or a Recorded instrument. Specific areas to be maintained by the Association may be identified in the Streetscape Maintenance Agreement and on Plats or Recorded Easements approved by the Declarant. Failure to so identify such specific areas to be maintained by the Association shall not affect the Association's rights and responsibilities. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. It is expressly contemplated that the Declarant and Association may make arrangements with the Owners of the Tracts to provide enhanced improvements to and maintain areas within and on Association Land.

Section 10.2. Storm Water Detention Ponds. The Declarant shall construct and install the storm water detention ponds in the Storm Water Detention Pond Areas in good and workmanlike manner. After completion of the construction and installation of the storm water detention ponds, and except for conditions resulting from the failure of the Declarant to construct and install the storm water detention ponds in good and workmanlike condition, the Association shall maintain the storm water detention ponds.

Section 10.3. Shoreline Buffer. The Declarant shall construct, install and landscape the Shoreline Buffer in a good and workmanlike manner. After completion of the construction, installation and landscaping of the Shoreline Buffer, except for conditions resulting from the failure of the Declarant to accomplish the construction and installation and landscaping in a good and workmanlike manner, the Association shall maintain the Shoreline Buffer.

Section 10.4. Feature and Signage Areas. The Declarant shall construct, install and landscape the Feature and Signage Areas. After completion of the construction, installation and

landscaping of the Feature and Signage Areas, except for conditions resulting from the failure of the Declarant to accomplish the construction, installation and landscaping in a good and workmanlike manner, the Association shall maintain the Feature and Signage Areas.

Section 10.5. Linear Green Space. Declarant shall construct the 8' wide concrete path, and seed, landscape and install a watering system in the Linear Green Space. Following completion of the seeding, landscaping and watering system of the Linear Green Space, except for conditions resulting from the failure of the Declarant to accomplish the seeding, landscaping and installation of the watering system in a good and workmanlike manner, the Association shall be responsible for maintaining the Linear Green Space. It is expressly contemplated that the Declarant and Association may make arrangements with the Owners of the Religious Tract Lots to provide enhanced improvements to and maintain areas within the Linear Green Space situated on Outlot E.

Section 10.6. Drainage Way. Declarant shall grade, construct and landscape the Drainage Way. Following completion of the grading, construction and landscaping of the Drainage Way, except for conditions resulting from the failure of Declarant to accomplish the grading, construction and landscaping of the Drainage Way in a good and workmanlike manner, the Association shall maintain the Drainage Way.

Section 10.7. Frontage Area. Declarant shall seed, landscape and install a watering system in the Frontage Area. Following completion of the seeding, landscaping and installation of the watering system in the Frontage Area, except for conditions resulting from the failure of the Declarant to accomplish the seeding, landscaping and installation of the watering system in the Frontage Area in a good and workmanlike manner, the Association shall be responsible for maintaining the Frontage Area.

Section 10.8. Arterial Street Frontage. Declarant shall seed any areas within the Arterial Street Frontage in connection with construction of street improvements on 132nd and Pacific Street right of way. After such seeding, it shall be the responsibility of Owners adjacent to their Lot or Outlot of Lots and Outlots to maintain such green areas adjacent to their Lot or Outlot in a neat and orderly condition to the extent the City fails to perform such maintenance.

Section 10.9. Access Drive Lighting. Declarant shall install the street lighting in the Frontage Area and Feature and Signage Area (herein the "Access Drive Lighting"). Electricity charges, maintenance, repair and replacement charges for the Access Drive Lighting (herein the "Access Drive Lighting Charges") to the extent not paid for by the City shall be an expense of the Association.

Section 10.10. Wetlands Mitigation. Declarant shall construct, install, and perform the Wetlands Mitigation on the Lots and Outlots as contemplated by Department of Army Permit number 2010-01556-WEH, and perform the requirements to establish wetlands according to the approved Wetlands Mitigation plan. Following completion of the initial construction, installation and performance of the Wetlands Mitigation according to the Wetlands Mitigation plan, except for conditions resulting from the failure of Declarant to accomplish the he initial construction, installation and performance of the Wetlands Mitigation according to the Wetlands

Mitigation plan in a good and workmanlike manner, the Association shall be responsible for maintaining the Wetlands Mitigation area within the Lots and Outlots.

Section 10.11. Building Sites. Until construction of improvements on a Lot, the Owner of each Lot shall keep the Lot mowed, free of debris and trash, and in a condition which will not detract from the presentation and appearance of the remainder of the Property. After improvement of a Lot, the Owner shall at all time maintain the Lot, and all Improvements thereto in good condition and appearance, except to the extent the Association is responsible for maintenance under the terms of this Declaration.

Section 10.12. Improper Maintenance and Use of Lots and Tracts. In the event any portion of any Lot or Tract is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or Tracts or other areas of Sterling Ridge which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Tract is being used in a manner which violates this Declaration or the Sterling Ridge Rules or in the event the Owner or Lessee of any Lot or Tract is failing to perform any of its obligations under this Declaration with respect to the maintenance, repair or replacement of the Improvements located on such Lot or Tract, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give written notice thereof to the Owner and make demand that corrective action be taken within fourteen (14) calendar days of the date of the notice. If at the expiration of the said fourteen (14) day period the requisite corrective action has not completed, or if reasonable and diligent efforts are not being undertaken to effect completion, the Board shall be authorized and empowered to cause such action to be taken, including but not limited to the hiring of any attorney to take action on behalf of the Board, whether by information pre-suit action or by formal legal proceedings. The costs of any action taken by the Board as set forth herein, including but not limited to incidental and taxable costs, attorney's fees and any fines assessed against said Owner or his family, guests, invitees, licensees, employees or Permittees shall be added to and become part of the Assessment to which the offending Owner and the Owner's Lot or Tract is subject and shall be secured by the Assessment Lien.

ARTICLE XI EASEMENTS AND RESTRICTIONS

Section 11.1. Temporary Construction Easement. Declarant hereby reserves unto Declarant a temporary construction easement over all the Covered Property for the purpose of the original construction required to be undertaken by Declarant under Article X of this Declaration, including improvements to the Storm Water Detention Pond Area, Shoreline Buffer, Feature and Signage Areas, Frontage Area, the Drainage Way, Linear Green Space, Access Drive Lighting, Arterial Street Frontage and Wetlands Mitigation. Such temporary easement shall terminate at such time as the construction is complete.

Section 11.2. Maintenance Easement. Declarant hereby grants to the Association and its contractors and agents a non-exclusive easement to travel across each Lot and Outlot as

reasonably necessary or appropriate for the Association to perform Association maintenance obligations on the Storm Water Detention Pond Area, Shoreline Buffers, Feature and Signage Area, Frontage Area, Drainage Way, Access Drive Lighting and Linear Green Space. The Association and its contractors shall be responsible for repair of any damage to a Lot resulting from their actions.

Section 11.3. Pedestrian Easement. Declarant hereby grants to the Permittees and the general public a non-exclusive easement for pedestrian and bicycle use of any and all of the sidewalks and trails on the Outlots and Frontage Areas for pedestrian and bicycle ingress and egress to and from public right-of-way.

Section 11.4 No Building Area. No Building may be constructed within the easterly sixty feet (60') of Lot 18 as shown on the Master Plat or within the easterly fifty feet (50') of Lots 30 through 37, inclusive, and 59, or within the southerly fifty feet (50') of Lots 16 and 59 and Outlots E and F.

ARTICLE XII RIGHTS AND POWERS OF ASSOCIATION

Section 12.1. Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws or as provided by Nebraska common law or statute. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection by Members at the office of the Association during reasonable business hours. In addition to all other rights and remedies granted to the Association by this Declaration, the Association shall have the power to impose reasonable fines against an Owner for any violation of this Declaration or the Sterling Ridge Rules by the Owner, a Lessee of the Owner or by any Resident or occupant of the Owner's Lot or Tract.

Section 12.2. Association's Right of Enforcement of Provisions of This and Other Instruments. The Association, as the agent and representative of the Owners, shall have the right to enforce the covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in this Declaration.

Section 12.3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed

or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote there at to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

Section 12.4. Change of Use of Association Land and Procedure Therefor. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion that the then present use of a designated part of the Common Area is no longer in the best interests of the Owners and (b) the approval of such resolution by a majority vote of Members who are voting in person or by proxy at a meeting duly called for such purposes, provided that if the change of use is proposed for Common Area within the Religious Tract, such change of use must be approved by all of the Owners of Lots within the Religious Tract, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and other Improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use shall be for the benefit of the Owners.

ARTICLE XIII TERM; AMENDMENTS, TERMINATION

Section 13.1. Term; Method of Termination. This Declaration shall be effective upon the date of Recording hereof and, as amended from time to time, shall continue in full force and effect in perpetuity, unless there is an affirmative vote to terminate this Declaration by Members holding at least seventy-five percent (75%) of the total Member votes. If the necessary votes and consents are obtained, the Board shall cause to be Recorded with the Register of Deeds of Douglas County, Omaha, Nebraska, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration and the covenants contained herein shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

Section 13.2. Amendments. This Declaration may be amended or modified by Recording with the Register of Deeds of Douglas County, Omaha, Nebraska, a Certificate of Amendment, duly signed and acknowledged. The Certificate of Amendment shall set forth in full the amendment or modification adopted. An amendment or modification of this Declaration shall require an affirmative vote of two-thirds (2/3) of the total Member votes, and provided that any amendments to Article VIII, Section 8.3 affecting lien holder priority must be approved by the holders of any and all first mortgages and deeds of trust affected thereby.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Interpretation of the Declaration. The Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. The Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Declaration and provisions hereof.

Section 14.2. Applicable Law and Severability. This Declaration shall be construed and interpreted in accordance with the laws of the State of Nebraska. Time is of the essence for purposes hereof. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 14.3. Change in Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 14.4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

Section 14.5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument Recorded in the Register of Deeds of Douglas County, Nebraska, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Sterling Ridge can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

Section 14.6. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 14.7. Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

Section 14.8. Captions and Titles. All captions, titles or headings of the Articles and Sections in the Declaration are for the purposes of reference and convenience only and are not to

be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 14.9. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is personally delivered or mailed to the Owners by deposit in the United States Mail, prepaid and addressed to the Owner by name and address as shown on the real property tax rolls of Douglas County, Nebraska. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

Section 14.10. Attorney's Fees. In addition to any other remedies set forth in the Declaration regarding costs and attorney's fees, in the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Declaration, Articles or Bylaws the offending Owner or other person or entity shall pay to the Association, upon demand, all attorney fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be secured by the Assessment Lien.


Section 14.11. Remedies Cumulative. Each remedy afforded the Association herein is cumulative and not exclusive.

Section 14.12. Reasonableness Standard. When this Declaration either expressly or impliedly under law requires a person or entity to act "reasonably" or to exercise "reasonable discretion", then in such circumstances the person or entity shall take such action or exercise such discretion in a manner that, given the facts and circumstances and taking into account business or industry standards that might be applicable to such facts and circumstances, a person of ordinary prudence would take or exercise given the same facts and circumstances. Unless otherwise specifically provided in this Declaration, no consent or approval herein required may be unreasonably withheld, conditioned or delayed.

[Balance of Page Intentionally Left Blank-Signature Page to Follow]

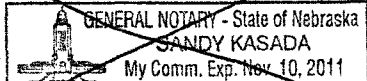
IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the year and day first above written.

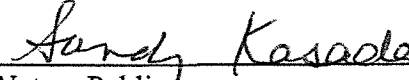
BELLA TERRA, LLC, a Nebraska limited liability company

By: 
Lance S. Larsen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of December, 2011, by Lance S. Larsen, Manager of BELLA TERRA, LLC, a Nebraska limited liability company, on behalf of the company.

~~~~


Notary Public

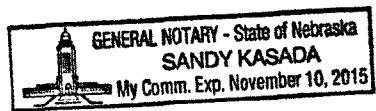
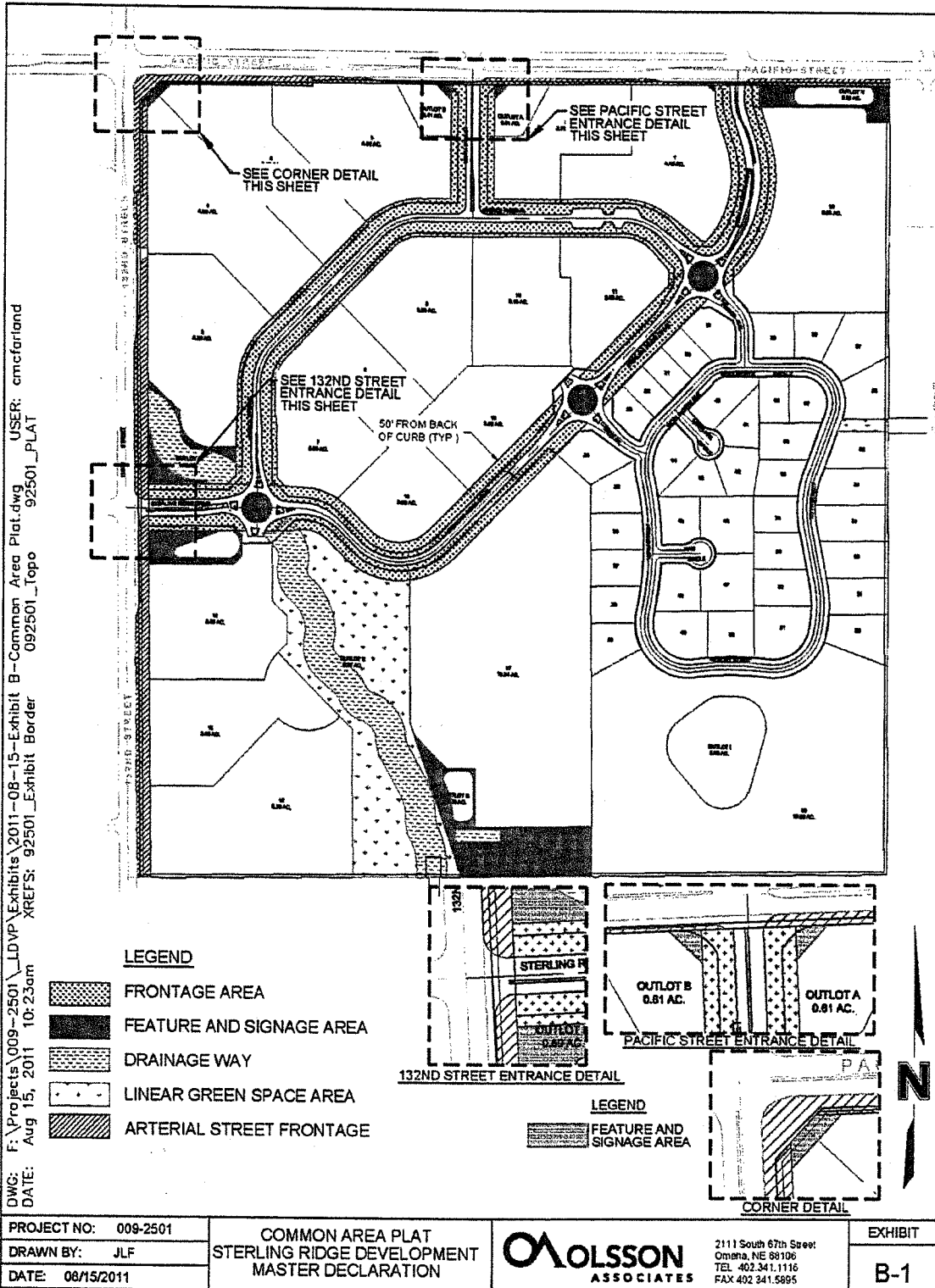


EXHIBIT "A"

LEGAL DESCRIPTION

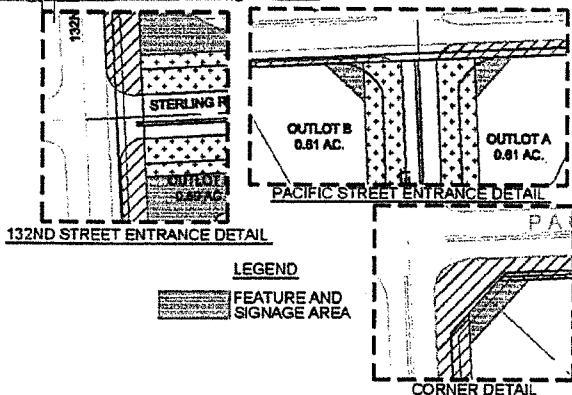
Lots 1 through 59, inclusive, and Outlots A through I, inclusive, Sterling Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska,

EXHIBIT "B" COMMON AREA PLAT



DWG: F:\Projects\009-2501\LDVP\Exhibits\2011-08-15-Exhibit B-Common Area Plat.dwg USER: cmcfarland
 DATE: Aug 15, 2011 10:23am XREFS: 92501_Exhibit Border 092501_Topo 92501_PLAT

- LEGEND**
- FRONTAGE AREA
 - FEATURE AND SIGNAGE AREA
 - DRAINAGE WAY
 - LINEAR GREEN SPACE AREA
 - ARTERIAL STREET FRONTAGE



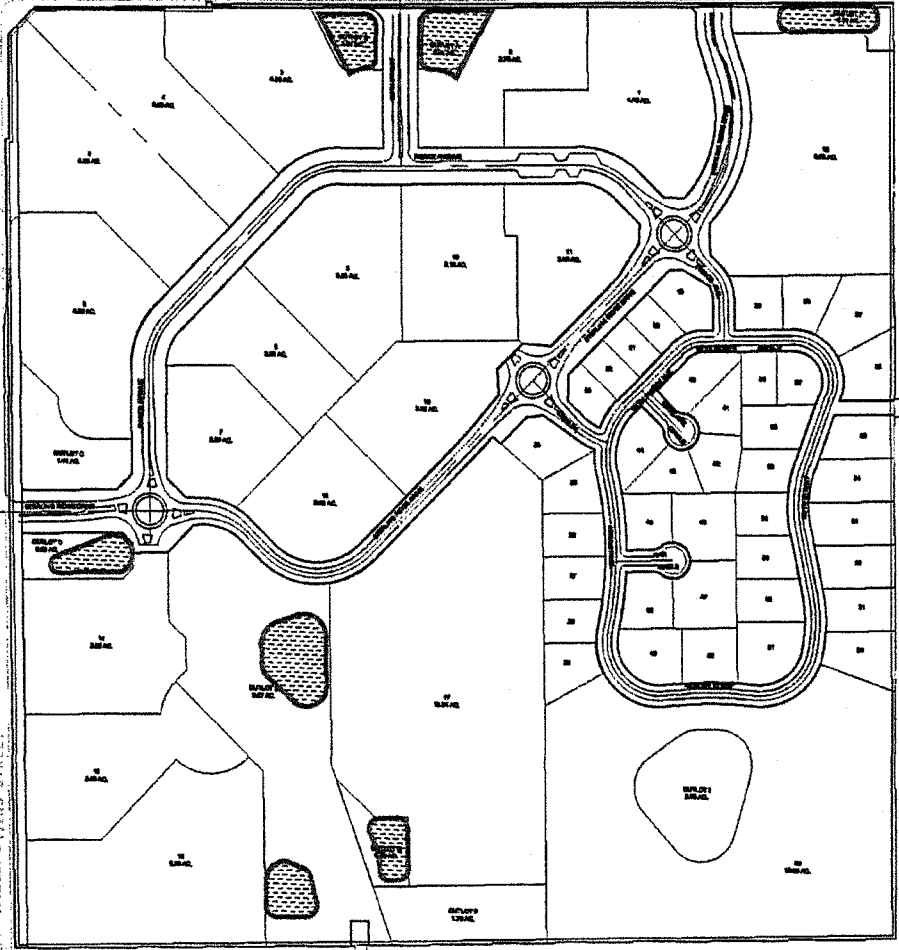
PROJECT NO: 009-2501
 DRAWN BY: JLF
 DATE: 08/15/2011

COMMON AREA PLAT
 STERLING RIDGE DEVELOPMENT
 MASTER DECLARATION



2111 South 67th Street
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
B-1

DWG: F:\Projects\009-2501\LDVP\Exhibits\2011-08-15-Exhibit B-Common Area Plat.dwg USER: cmcfarland
 DATE: Aug 15, 2011 10:22am XREFS: 92501_Exhibit Border 92501_PLAT



LEGEND

-  STORMWATER DETENTION POND AREA
-  SHORELINE BUFFER 10' OUTSIDE POND LIMITS




PROJECT NO: 009-2501	COMMON AREA PLAT STERLING RIDGE DEVELOPMENT MASTER DECLARATION		2111 South 67th Street Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT	
DRAWN BY: JLF					B-2
DATE: 08/15/2011					

EXHIBIT "C" MASTER PLAT

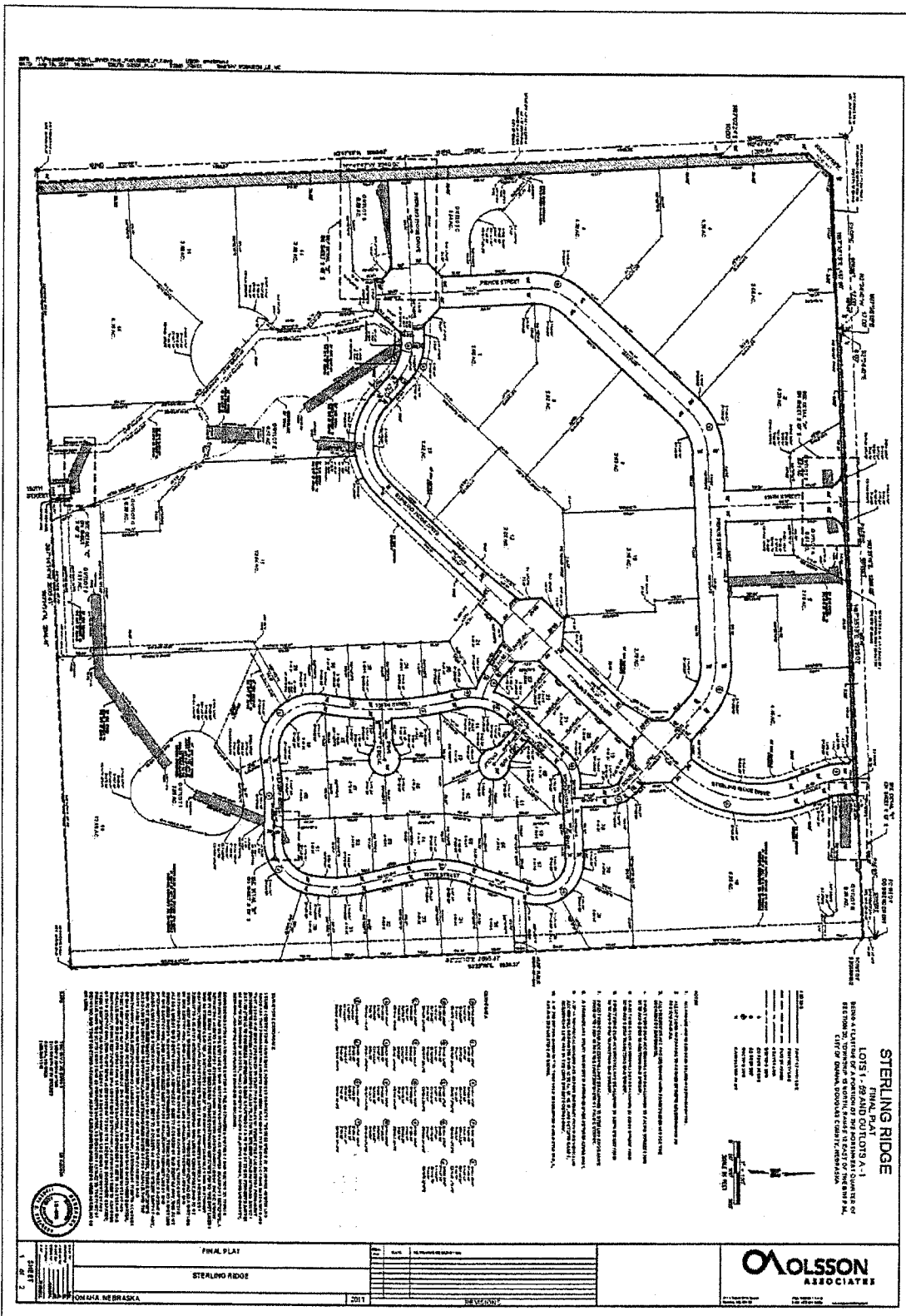


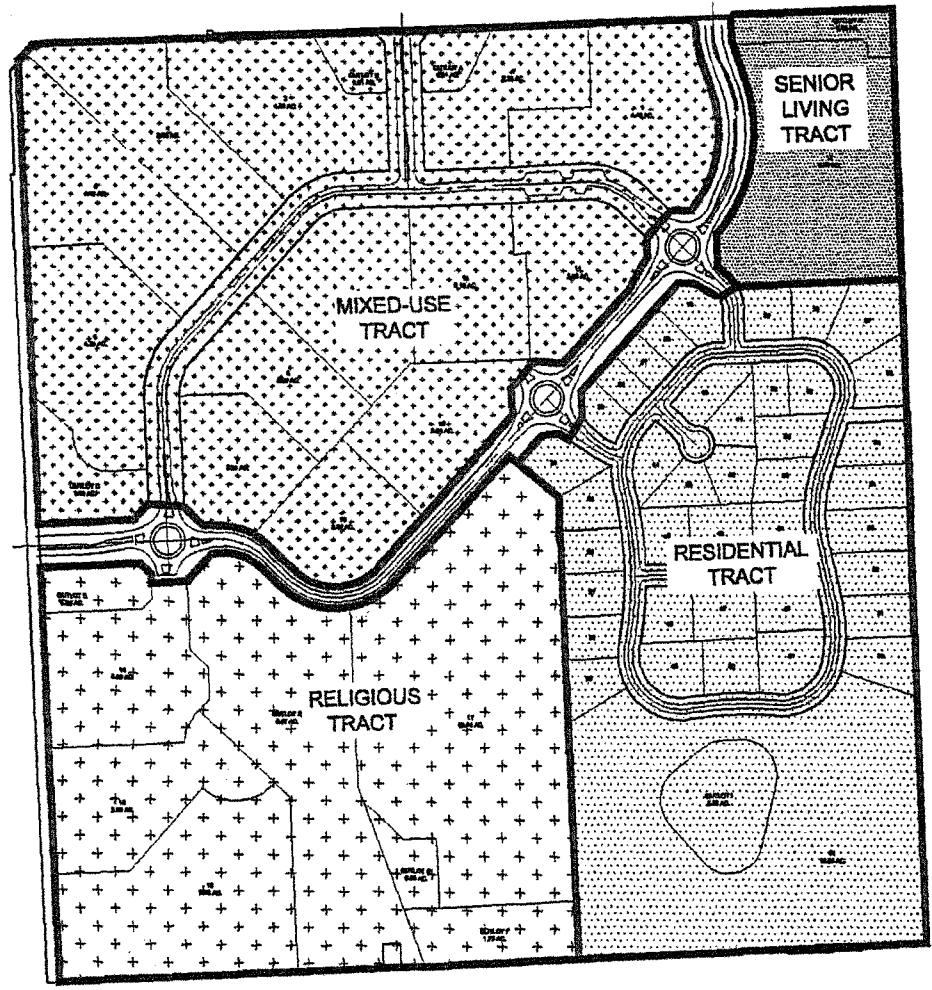
EXHIBIT "D" TRACT PLAN

10672_PBASE

USER: cmcfarland 92501_PLAT 092501_topo

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 XREFS: 92501_PBASE 92501_Exhibit Border

DATE: Aug 15, 2011 10:19am



PROJECT NO: 009-2501	TRACT PLAN STERLING RIDGE DEVELOPMENT MASTER DECLARATION		2111 South 67th Street Omaha, NE 68106 TEL 402.341.1118 FAX 402.341.5895	EXHIBIT
DRAWN BY: JLF				D
DATE: 08/15/2011				

EXHIBIT "E"
DESIGN STANDARDS

A. Improvement Guidelines

- (1) All Structures within the Religious Tract must be designed and built so as to present an appearance on all sides consistent with that of a first-class development. Exterior materials shall consist of brick, granite, architectural metal panels or other natural stone, architectural concrete, glass, or any combination of these and be consistent with the developer's approved color palate. EFIS may be used as a secondary material in limited application (max of 10% of total façade area).
- (2) All Structures must be designed and built to comply with the height limits, minimum building set-backs, and other basic development standards, as required in the Development Agreement with the City of Omaha, as amended from time to time.
- (3) Each building shall be designed to include adequate off-street parking to serve the building in compliance with the following minimum off-street parking requirements. The available parking for all permitted uses must comply with the parking requirements of the City of Omaha for such use. Such parking may be in the form of hard-surfaced parking lots or parking structures.
- (4) All loading areas, docks, antennae, and exterior mechanical equipment, including rooftop equipment, must be screened when viewed from adjacent streets, and at ground level along an adjacent Owner's lot lines. Such screening must consist of permitted building materials and/or landscaping.
- (5) Immediately upon completion of any building construction, or at the next available planting season, the Owner must install and maintain permanent landscaping. Such landscaping must consist of plant materials, paving materials, ground cover, and other landscape features consistent with the overall development theme of Sterling Ridge. Approved plan materials are set forth on the attached Plant Materials List. All permanent landscaping must include automatic underground irrigation systems sufficient to support the living plant materials used.
- (6) There must be a minimum of twenty-seven (27) feet of landscaped area along any street frontage, excluding entrance and exit drives, and a minimum of seven percent (7%) of landscaped area inside the boundaries of any surface parking lot and each Parcel must have permanent landscaping to comply with the Development Agreement.
- (7) All signs on each lot identifying the building and/or the businesses occupying the building on the lot must comply with the Development Agreement. A transfer of any portion of the sign budget for a lot to another lot cannot be made without the written consent of the Architectural Committee.
- (8) No outdoor advertising signs, billboards, or electronic message signs (other than time and temperature, where electronic signs are permitted) and no sign

incorporating flashing, pulsating, or rotating lights are permitted in Sterling Ridge.

- (9) Each lot shall install sufficient exterior lighting so as to properly illuminate the drives, sidewalks, and parking areas located on such lot. No exterior lighting shall be placed so as to be directed or reflected on any adjoining lot. Development Lighting Guidelines are attached.
- (10) No Owner shall permit trash or debris to accumulate on its lot. All trash and debris must be placed in proper receptacles emptied at regular intervals and screened from public streets and adjoining lots. Screening shall be of the same material as on the main building of each lot.
- (11) All utilities and transmission lines of any type must be installed underground.

B. Design Review Procedures

For each project, the Architectural Committee review procedure will consist of four (4) phases: a pre-design conference, preliminary or Schematic Design Review, Final Design Review, and Construction Site Logistics Plan Review. Approval of the Architectural Committee is required prior to commencement of any exterior facility construction on any site. Approval of the Architectural Committee shall not relieve property owners and their representative of their obligations to comply with the Development Agreement, governmental laws, rules, ordinances and regulations and applicable covenants, conditions, restrictions and easements recorded against the Sterling Ridge property.

(1) Fees and Expenses

The Architectural Committee reserves the right to charge reasonable fees for its plan review and to be reimbursed for reasonable expenses (including third party consultants) incurred in the plan approval process and in the administration of these guidelines.

(2) Plan Approval Process

(a) **Pre-Design Conference.** The first step in the plan approval process consists of an initial meeting between the applicant and the Architectural Committee representative, initially Lawrence R. "Chip" James, II to discuss initial concepts concerning the site and its development. Topics of discussion may include the Development Agreement, Utilities, Protective Covenants, Zoning, Proposed Construction Schedule and Design Requirements. The session will focus on existing attributes and peculiarities of the site. Although no formal approval will occur at this meeting, it is recommended that the owner and his/her design, engineering, and landscape consultants attend. Information provided and resulting recommendations from this meeting will become the basis for Architectural Committee review and consideration of subsequent plan approvals.

(b) **Schematic Design Review.** This step affords the applicant with its first opportunity to provide the Architectural Committee representative with its initial design concepts and plans for the development. The applicant shall submit 1 electronic copy and 3 copies (1 full

size & 2 - 11" x 17" size) to the Architectural Committee Representative delineating the following items:

- Preliminary colored Site Plan with landscape and grading at 1"=20'.
- Preliminary colored elevations and building floor plans 1"= 8'-0"
- Preliminary material list and samples (Submit 1 Exterior Finish Board - labeled to correspond to colored elevations).
- If the overall site is to be developed in phases, a plan indicating the overall development plan for the site, and the phasing or sequencing of such development.
- Submit attached summary sheet indicating zoning & building characteristics for the project, as well as, proposed future phases.
- Dimensioned Cross-sections and colored perspectives explaining the proposed project.
- The applicant should be prepared to address other aspects of site development including parking ratios, ingress and egress, service and delivery areas, lighting, building and site signage, project phasing and so forth.
- Payment of the minimum plan review fee.

As a result of the information submitted and provided at this meeting, the Architectural Committee representative will provide to the applicant, either verbally or in writing, the results of its initial plan review. These results may consist of preliminary plan approval, conditional preliminary plan approval subject to identified modifications and additions, or direction to re-submit a revised schematic design subject to identified revisions.

(c) Final Design Approval. This step consists of a final design review session with the Architectural Committee Representative followed by formal action by the Architectural Committee. Two Weeks prior to the final review session, submit 1 electronic copy and 3 copies (1 full size & 2 - 11" x 17" size) to the Architectural Committee Representative, Lawrence R. James, II at an appropriate scale of the items described below. This presentation will review final plans for all items related to the building and the site including all aspects of building design, site development, landscaping, service areas, trash collection, finish grades, utilities, parking, lighting, signage, and exterior building materials. The following items must be submitted by the applicant:

- Submit attached summary sheet indicating zoning & building characteristics for the project, as well as, proposed future phases.
- Final Colored Site Plan (1" =20' min.) - showing the location of all improvements and finish grading.
- Final colored building elevations, floor plans, sections and roof plans (1" = 8'-0").
- Final utility plans - showing the proposed location of all utility lines servicing the building.
- Final exterior material list and samples. (Submit one exterior finish board - labeled to correspond to colored elevations).
- A colored building perspective
- Final colored Landscape Plan - showing locations and types of all plant and paving materials for landscaped and hardscaped areas.

- Final Colored Signage Plan - showing sizes and locations of all signs, material to be used, and type of illumination.
- Final Lighting Plan - showing all exterior lighting on the site including the building and parking areas structures. Provide colored cut sheets of fixtures and standards.

As a result of the information submitted and provided at this meeting, the Architectural Committee Representative will provide to the applicant in writing, the results of its final plan review. These results may consist of final plan approval, conditional final plan approval subject to identified modifications and additions, or direction to re-submit a revised final design subject to identified revisions.

(d) Construction Logistics Plan. Prior to commencement of any construction, the owner/developer will submit to the Architectural Committee, for its review and approval, a Construction Site Logistics Plan. The purpose of this plan is to ensure that all construction projects proceed in an orderly fashion with minimum adverse effects on adjacent property and minimal effects on other occupants of the Sterling Ridge and their tenants, customers, and employees.

EXHIBIT "F"
MEMBER VOTES

<u>Lot or Tract</u>	<u>Acres</u>	<u>Votes</u>	<u>Percentage Interest</u>
1	4.46	446	3.968%
2	2.78	278	2.474%
3	4.33	433	3.853%
4	3.66	366	3.257%
5	4.56	456	4.057%
6	4.30	430	3.826%
7	2.50	250	2.224%
8	2.62	262	2.331%
9	3.69	369	3.283%
10	3.15	315	2.803%
11	2.79	279	2.482%
12	3.02	302	2.687%
13	2.52	252	2.242%
14	3.85	385	3.426%
15	3.60	360	3.203%
16	6.35	635	5.650%
17	13.54	1,354	12.047%
18	6.85	685	6.095%
Residential Tract	33.82	3,382	30.092%
Total	<u>112.39</u>	<u>11,239</u>	<u>100%</u>



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Register of Deeds, Douglas County, NE
3/28/2012 10:03:45.40



2012029341

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF VILLAS AT STERLING RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAS AT STERLING RIDGE ("Declaration") is made effective the 27th day of March, 2012, by SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company ("Declarant").

Preliminary Statement

Declarant owns the real estate in Douglas County, Nebraska, which is more particularly described as follows:

Lots 19 through 23, inclusive, and Lots 40 through 44, inclusive, in Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Declarant desires to provide for the preservation of the values and amenities of the Sterling Ridge villa lots, and for the maintenance of the residential character thereof.

NOW, THEREFORE, Declarant hereby declares that all the real estate described above and any other real estate hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run with the real estate and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Declarant or in the event Declarant terminates its status as Declarant herein in accordance with the provisions of Article VI, Section 4, then the individual or committee appointed from time to time by the Board of Directors of the Association.

Section 2. "Association" shall mean and refer to Villas at Sterling Ridge Owners Association, a Nebraska nonprofit corporation, its successors and assigns.

Section 3. "Declarant" shall mean and refer to SR Holdings Residential, LLC, a Nebraska limited liability company and its successors, assigns or appointees.

Section 4. "Lot" shall mean and refer to the individual platted lots which in total constitute the Properties, as such individual lots may from time to time be reconfigured by a legally completed and recorded replat or administrative subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot but excluding, however, those persons or entities having any interest in any of such Lots merely as a security for the performance of an obligation. The purchaser of a Lot under a land contract or similar instrument shall be considered the Owner.

Section 6. "Properties" shall mean and refer to the real property in Douglas County, Nebraska, described as follows:

Lots 19 through 23, inclusive, and Lots 40 through 44, inclusive, in Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with such villa lots as shall be developed in additional residential phases or parts of Sterling Ridge.

Section 7. "Residential Declaration of Covenants" shall mean: (i) the Declaration of Covenants, Conditions, Restrictions and Easements for Sterling Ridge Residential dated March 27, 2012, and recorded with the Register of Deeds of Douglas County, Nebraska, on March 28, 2012, in the Miscellaneous Records as Instrument No. 2012029340; and (ii) any declarations recorded against subsequent residential phases of Sterling Ridge, all as may be amended from time to time. The Residential Declaration of Covenants are by this reference incorporated herein.

Section 8. "villa unit" shall mean an individual dwelling/villa unit situated on a Lot.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant. The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The sole Class B member shall be the Declarant and it shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) the date on which Declarant no longer owns a Lot;
- (b) the date Declarant shall elect, in its sole discretion, that the Class B membership cease and be converted to Class A membership; or
- (c) on December 31, 2021.

**ARTICLE III
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against when each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire the Association as to the amount of any unpaid assessments or dues.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance services of the Lots situated thereon as described in Article III, Section 9.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a person other than Declarant, the maximum annual assessment shall not exceed Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association each year without a vote of the members, provided that the amount of the increase does not increase the amount of the annual assessment by fifteen percent (15%) of the total assessment for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the percentage increase permitted in subparagraph (a) above upon recommendation of the Board of Directors of the Association, followed by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a villa unit completed and which have been transferred by the builder of the villa unit shall be assessed. Lots on which villa units are under construction, which have a villa unit used as a model or which have not been sold by the builder to third party purchasers shall not be subject to assessment.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to Lots on the first day of the month following the date on which they are to be assessed. All assessments shall be collected in advance on an annual, quarterly or monthly basis as from time to time determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least ten (10) days in advance of each annual assessment period. Written notice of the annual assessment and the due dates shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge (not to exceed \$25), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then maximum legal rate for individuals allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Lot.

Section 7. Abatement of Assessments. Notwithstanding any other provision of this Declaration, (i) the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot; and (ii) Lots owned by the Declarant shall not be subject to the imposition of dues, assessments or the lien of any assessments.

Section 8. Subordination of the Lien to Mortgages/Trust Deeds. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 9. Exterior Maintenance Services. Exterior maintenance services (as defined in this Section 9) of each villa unit and Lot shall be provided by the Association. The Declarant does hereby reserve and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such villa unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance services. "Exterior maintenance

services" shall mean only the mowing, fertilization and application of chemicals to lawns, driveway and sidewalk snow removal, exterior painting one (1) time per year following completion of the villa. Exterior maintenance services shall at all times be consistent with and comply with the provisions of the Residential Declaration of Covenants. Exterior maintenance shall not include, without limitation, any painting, window cleaning, repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, landscaping, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. All maintenance services that are not the responsibility of the Association shall be the responsibility of each Owner of a villa unit and Lot. In the event that the need for any exterior maintenance services is caused through the negligent acts or omissions of an Owner, or through the negligent acts or omissions of the family, guests, or invitees of an Owner, the cost of such exterior maintenance services by the Association shall be the personal obligation of the Owner of the Lot and shall be in addition to the assessment to which such Lot is subject under this Declaration.

Section 10. Insurance. Each villa unit Owner shall provide homeowners insurance with respect to the improvements (villa units) in an amount equal to at least the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

ARTICLE IV RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Reservations to Declarant. Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees and other designees of Declarant or the Association, an easement for ingress, egress and access to enter upon or over the Lots as necessary or appropriate to provide the exterior maintenance services and any other duties, or obligations of Declarant or Association under this Declaration.

Section 2. Roofing Materials. The roof of all villa units shall be covered with presidential style (or equivalent quality) asphalt shingles.

Section 3. Priority of Residential Declaration of Covenants. The Lots are restricted by the Residential Declaration of Covenants and the Lots and Owners are subject to the terms thereof and this Declaration shall be supplemental thereto. In the event of any conflict between the terms of the Residential Declaration of Covenants and the terms of this Declaration, the terms of the Residential Declaration of Covenants shall prevail.

ARTICLE V ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dish, flag pole, solar collecting panels or equipment, tool shed, or other external improvements (including landscaping) above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee.

ARTICLE VI GENERAL PROVISIONS

Section 1. Powers. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any owner of a Lot named herein shall have the right, but not the obligation, 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, Association 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.

Section 2. Duration. 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 five (5) years from the date of recording of this Declaration. Thereafter this Declaration may be amended, modified or terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

Section 3. Changes and Amendments. By written consent of the Declarant for a period of ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to a Lot may be waived, modified, or amended for any Lot, 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 Project 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.

Section 4. Termination of Status. Declarant, 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 Declarant may appoint a successor, or in the absence of such appointment 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.

Section 5. Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States Mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owners Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

Section 6. Miscellaneous. Invalidation of any covenant or provision in this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.


**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration effective as of the date first above written.

SR HOLDINGS RESIDENTIAL, a Nebraska limited liability company

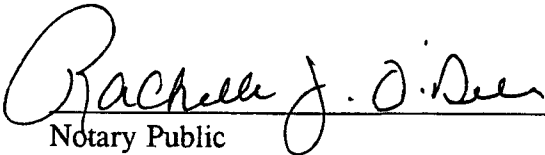
By: Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager

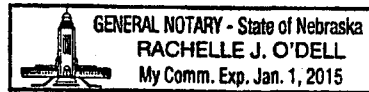
By: Bella Terra, LLC, a Nebraska limited liability company, Member

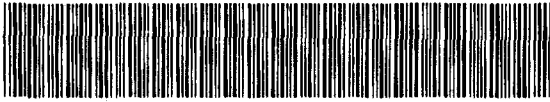
By: 
Lance S. Larsen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of March, 2012, by Lance S. Larsen, Manager of Bella Terra, LLC, a Nebraska limited liability company, Member of Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager of SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public





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Register of Deeds, Douglas County, NE
4/12/2012 15:12:49.87



2012035307

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF VILLAS AT STERLING RIDGE**

THIS FIRST AMENDMENT IS MADE TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAS AT STERLING RIDGE dated March 27, 2012, and recorded with the Douglas County, Nebraska Register of Deeds on March 28, 2012, as Instrument Number 2012029341, Miscellaneous Records (the "Declaration"), by SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company ("Declarant").

Preliminary Statement

The Declaration was made by Declarant in connection with the development of real estate legally described as follows (the "Properties"):

Lots 19 through 23, inclusive, and Lots 40 through 44, inclusive, in Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

As permitted in Article VI, Sections 2 and 3 of the Declaration, Declarant desires to adopt an amendment to Article III, Section 9 to correct an error in the definition of "exterior maintenance services".

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article VI, Sections 2 and 3 of the Declaration, Declarant hereby amends and modifies the Declaration as follows:

1. The third sentence of Article III, Section 9 of the Declaration is hereby removed and replaced in its entirety with the following:

5061

“Exterior maintenance services” shall mean only the mowing, fertilization and application of chemicals to lawns, driveway and sidewalk snow removal, and exterior window cleaning one (1) time per year following completion of the villa.


2. Except as amended and modified herein, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the 10th day of April, 2012.

SR HOLDINGS RESIDENTIAL, a Nebraska limited liability company

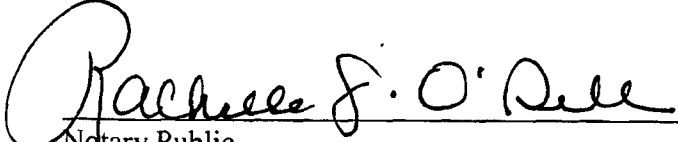
By: Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager

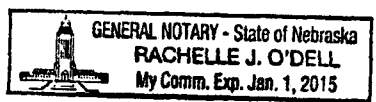
By: Bella Terra, LLC, a Nebraska limited liability company, Member

By: 
Lance S. Larsen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of April, 2012, by Lance S. Larsen, Manager of Bella Terra, LLC, a Nebraska limited liability company, Member of Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager of SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public





MISC 2013025933



MAR 18 2013 10:48 P 2

Fee amount: 16.00
FB: 60-36911
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/18/2013 10:48:23.00



2013025933

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF VILLAS AT STERLING RIDGE**

THIS SECOND AMENDMENT IS MADE TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAS AT STERLING RIDGE dated March 27, 2012, and recorded with the Douglas County, Nebraska Register of Deeds on March 28, 2012, as Instrument Number 2012029341, Miscellaneous Records, as amended by FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAS AT STERLING RIDGE dated April 10, 2012, and recorded with the Douglas County, Nebraska Register of Deeds on April 12, 2012, as Instrument No. 2012035307 (as amended, the "Declaration"), by SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company ("Declarant").

Preliminary Statement

The Declaration was made by Declarant in connection with the development of real estate legally described as follows (the "Properties"):

Lots 19 through 23, inclusive, and Lots 40 through 44, inclusive, in Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Declarant desires to add four (4) additional residential lots in the Sterling Ridge Subdivision as Villas to be included within the definition of "Properties" as set forth in Article I, Section 6 of the Declaration.

As permitted in Article VI, Sections 2 and 3 of the Declaration, Declarant desires to adopt this Second Amendment for purposes of including the following residential lots:

Lots 38, 39, 57, and 58, Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

as "Properties" under the Declaration.

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article VI, Sections 2 and 3 of the Declaration, Declarant hereby amends and modifies the Declaration as follows:

- 1. Article I, Section 6 is hereby removed and replaced in its entirety with the following:

"Properties" shall mean and refer to the real property in Douglas County, Nebraska, described as follows:

Lots 19 through 23, inclusive, Lots 38 through 44, inclusive, and Lots 57 and 58, inclusive, in Sterling Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, together with such villa lots as shall be developed in additional residential phases or parts of Sterling Ridge.

- 2. Except as amended and modified herein, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the 15th day of March, 2013.

SR HOLDINGS RESIDENTIAL, a Nebraska limited liability company

By: Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager

By: Bella Terra, LLC, a Nebraska limited liability company, Member

By: [Signature]
Lance S. Larsen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of March, 2013, by Lance S. Larsen, Manager of Bella Terra, LLC, a Nebraska limited liability company, Member of Sterling Ridge Holdings, LLC, a Nebraska limited liability company, Manager of SR HOLDINGS RESIDENTIAL, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public

