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Carol Givens
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Register of Deeds
DODGE COUNTY, NE

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Return to: The Hoppe Law Firm
5631 S. 48th Street, Ste 220
Lincoln, NE 68516

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS & RESTRICTIONS OF
BLUESTEM COMMONS**

KNOW ALL MEN THESE PRESENTS:

WHEREAS, Hoppe & Son, LLC, a Nebraska limited liability company ("Developer") is the developer and FWFH, LLC, FOZC, LLC, and The Row Fremont, LP are the owners of a certain tract of real property described as:

THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;
THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;
THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;
THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

hereinafter described as the "Property" or the "the Neighborhood."; and,

WHEREAS, the Developer intends to fully develop the Neighborhood and has final platted the Property through the appropriate final platting process through the City of Fremont, Nebraska by final plat, which final plat is known as Bluestem Commons Subdivision which was filed as instrument Number 202004681, in the Office of the Register of Deeds of Dodge County, Nebraska. The Developer shall file additional final plats of the Neighborhood predominantly (but not necessarily exactly) in accord with the preliminary plat and such additional final plats shall be governed by these covenants whether or not a separate filing of these covenants is made with regard to such final plats.

WHEREAS, the Developer desires to ensure the orderly and proper development, maintenance and use of the Neighborhood in order to protect and preserve the overall character of the Neighborhood in accordance with its desires to develop a quality residential and commercial neighborhood, and in order to provide and maintain a uniform set of rules, regulations and restrictions concerning the construction and use of any structures in the Neighborhood, and in order to provide for the maintenance, use and operation of the Lots and Common Areas within the Neighborhood.

NOW, THEREFORE, FWFH, LLC, and FOZC, LLC, acting with regard to the portions of the Neighborhood owned by them, do hereby create, establish, adopt and impose the following covenants, restriction, and conditions on the Neighborhood and particularly that portion of the Neighborhood hereinafter described as the "Lots" or a "Lot", to-wit:

ARTICLE I

Definitions

A. As used herein, the term "Neighborhood" or "Property" shall be deemed to mean the Bluestem Commons Subdivision, in Dodge County, Nebraska, together with such additional property as may be subsequently added hereto by written declaration of common grantor filed with the Register of Deeds of Dodge County, Nebraska.

B. As used herein, the term "Lots" or "Lot" shall be deemed to mean and refer to any designated portion of the Property as shown on a recorded final plat for the Neighborhood or any part thereof with the exception of outlots, common areas and streets. The term shall apply whether the lot is created by a now existing final plat or by final plat filed in the future.

C. "Single Family Lot (s)" or "SFL" shall be deemed to mean and refer to Lots now or hereafter located in the Neighborhood for which the most dense use is a single family residence and which are shown on any final plat recorded in the Office of the Register of Deeds of Dodge County, Nebraska of all or any portions of the Neighborhood. Each "S", "D" and "T" lot is a Single Family Lot(s).

D. "S" Lots are lots designed for a home with two side yards. Additional "S" Lots may be formed by subsequent plat or replat.

E. "D" Lots or "Duplex Lots" shall be Lots which are platted for Duplex Homes which are homes that have party walls or zero lot line set backs on one side. Additional D Lots may be formed by subsequent plat or replat which includes lots for homes with zero lot line set backs on one side.

F. "T" Lots or Townhome Lots shall be lots which are platted for Townhomes which are homes that have party walls or zero lot line setbacks on one or more sides and either abut or are lots of 25 foot width or narrower.

G. "C" Lots or "Commercial Lots" shall be deemed to mean and refer to Lots now or hereafter located in the Neighborhood for which the use is clubhouse, business or office and which is shown on any final plat recorded hereafter in the Office of the Register of Deeds of Dodge County, Nebraska. At the time of execution of this declaration there are is one such lot.

H. "Multi-Family Lots" or "MFL" shall be deemed to mean and refer to Lots, now or hereafter located in the Neighborhood for which the most dense use is more than one residence on said Lot and which are shown on any final plat recorded in the Office of the Register of Deeds of Dodge County, Nebraska of all or any portions of the Neighborhood.

I. As used herein, the term "Owner" or "Lot Owner" shall be deemed to mean the owner of owners of record of any Lot located in the Neighborhood which has been final platted; the term single Family Lot Owner or SF Lot Owner shall be deemed to mean the owner or owners of record of any single Family Lot(s) in the Neighborhood which have been final platted. The definition of these terms shall include contract sellers and exclude those having an interest in the property merely as security for the performance of an obligation.

J. As used herein, the term "Association", "Neighborhood Association" or "Owner Association" shall be deemed to mean the Bluestem Commons Owner's Association, Inc., a Nebraska nonprofit Corporation, to be established for the purpose of enforcing and maintaining compliance with these covenants and maintaining and regulating the Lots and Common Areas.

K. As used herein, the term "Architectural Review Committee" shall be deemed to mean the Developer until such time as the Developer transfers architectural review to the Association and thereafter, a committee of not less than five (5), nor more than seven (7), persons appointed by the Board of Directors of the Association from the Class A, B, C and D members of the Association for the purpose of maintaining architectural consistency of the construction upon the Lots. No more than two members of the Committee shall come from any class of membership of the Association.

L. As used herein, the term "Member" shall be deemed to mean those Lot Owners or Owners of Lots in the Neighborhood which have been final platted and who are entitled to vote on matters pertaining to the business of the Association.

M. As used herein, the term "Covenants" or "Declaration" shall be deemed to refer to this Declaration of Protective Covenants, Conditions and Restrictions of Bluestem Commons as modified or amended in accordance herewith.

N. As used herein, the term "Developer" or "Declarant" shall be deemed to mean Hoppe & Son, LLC, A Nebraska limited liability company, or its successors or assigns; provided, however, that any successors or assigns of the Developer shall be deemed to be bound by the terms and provisions of these Covenants.

O. As used herein, the term "Front Lot Line" shall be deemed to mean that portion of any lot line which directly abuts a street open to the use of the general public. "Front Yard" is the area between the foremost front plane of the structure to the front lot line.

P. As used herein, the term "Side Lot Line" shall be deemed to mean that portion of any Lot line which intersects but does not directly abut a street open to the use of the general public and is not a rear lot line. "Side Yard" is the area between the plane of the side of a house and the side lot line.

Q. As used herein, the term "Rear Lot Line" shall be deemed to mean that portion of any Lot line which does not directly abut nor intersect a street open to the use of the general public.

R. As used herein, the term "Yard Line" or "Yard Set Back Line" shall be deemed to mean that line on a lot running parallel and the required horizontal distance from the nearest lot line. The Yard Set Back Line may be from a front, side or rear yard.

S. As used herein, the term "Required Yard" shall be deemed to mean the required minimum open space between the property line and the yard line. The required yard shall contain no building or structure other than the projection of the usual steps, unenclosed balconies, or open porches.

T. As used herein, the term "Common Area", "Common Facility", or "Commons" shall be deemed to mean land or facilities for the general use, benefit and enjoyment of the Members of the Association and the residents of the Lots. Common Facilities may include recreational facilities such as a lake, lakeshore, wetlands, playgrounds, walkways, parks; dedicated and nondedicated roads, drives or streets, paths, ways and green areas; parking lots and entrance signs for Bluestem Commons which common facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

U. As used herein, the term "Outlot" shall be deemed to mean that area marked as an "Outlot" on the most recently filed final plats for any portion of the Property. Generally, an Outlot will be a Common Area but some Outlots may be developed by subsequent final plat generally in accordance with the preliminary plat and use permit.

V. "Residential Lots" or "Residential Property" are the Lots described in Article I paragraphs D, E, F, and H. "Residents" are the occupants of the structures on those Lots.

W. "Resident" or "Residents" are the persons who reside upon a lot whether single family or multifamily.

X. "Class of Owners" are all the Owners of one particular type of Lot which form a Class of membership in the Association; the Owners of the S and D Lots are Class A; the Owners of the T Lots are Class B; the Owners of Commercial Lots are Class C; and the Owners of Multifamily Lots are Class D.

Y. "Unit" is a dwelling unit in the context of apartment unit.

The Board of Directors of the Association shall have the power to construe these definitions and to interpret and define terms used in the Covenants.

ARTICLE II

Annexation of Additional Property

As long as there is a Class A-2, B-2 or C-2 membership, Developer may, by instrument duly executed by it, approved by the City of Fremont and recorded, add additional land to the property, and additional unencumbered property to the Common Area, and no consent or approval of other members of the Association shall be required, provided however, that the added property and Common Area is finally platted in conformance with the Planned Development for the Neighborhood now on file with the City of Fremont. Additional property and Common Area not within the forgoing provisions or as described in Article I paragraph A may be annexed only with the consent of two-thirds (2/3) of each class of members.

These covenants may be incorporated by reference to their filing number to impose them upon any additional property or subsequently filed final plat.

ARTICLE III

THE ASSOCIATION

A. Organization

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

1. The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Lots and Common Area for the use, benefit and enjoyment of all the Members and Residents.

2. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Commons. The rules and regulations may permit or restrict use of the Commons by Members, their families, their guests, the Residents and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Commons, provided, however, such rules or regulations shall not unfairly discriminate against any class of residents on the Property.

3. The exercise, promotion, enhancement and protection of the privileges and interests of the

Residents of The Preserve on Antelope Creek, the protection and maintenance of the residential character of the Residential Property, and the protection and maintenance of the Commercial and Multi-Family Property.

B. Membership and Organization of the Association

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which has been final platted and which is subject to the terms of this instrument shall be a member of the Association, including contract sellers, but not including persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership. At its first meeting, the Association shall adopt By-Laws for its organization and the conduct of its business, which By-Laws shall include provision for the election of directors and officers, the mode manner and effect of the vote of the members.

C. Voting Rights

1. The Association shall have four classes of voting membership each consisting of two subclasses until a subclass is terminated as hereinafter provided. The votes of each subclass shall be combined in determining the votes of the class:

Class A: (Which includes Class A-1 and Class A-2 so long as Class A-2 exists).

Class A-1: Class A-1 members of the Association shall be all of those Owners of S and D Lots. Each Lot shall have one Class A vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class A-2: The Class A-2 member of the Association shall be the Developer which shall have ten Class A votes for each Lot owned by the Developer.

Class B: (Which includes Class B-1 and Class B-2 so long as Class B-2 exists).

Class B-1: Class B-1 members of the Association shall be all of those Owners of T Lots. Each Lot shall have one Class B vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class B-2: The Class B-2 member of the Association shall be the Developer which shall have ten Class B votes for each Lot owned by the Developer.

Class C: (Which includes Class C-1 and Class C-2 so long as Class C-2 exists).

Class C-1: Class C-1 members of the Association shall be all of those Owners of Commercial Lots. Each Lot shall have one Class C vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class C-2: The Class C-2 member of the Association shall be the Developer which shall have ten Class C votes for each Lot owned by the Developer.

Class D: (Which includes Class D-1 and Class D-2 so long as Class D-2 exists).

Class D-1: Class D-1 members of the Association shall be all of those Owners of Multi-Family Lots. Each Lot shall have one Class D vote for each unit entitled upon the lot and a vote may be cast for each unit owned on any matter of Association business affecting this class.

Class D-2: The Class D-2 member of the Association shall be the Developer which shall have one Class D vote for each unit entitled upon the lot owned by the Developer.

2. Termination of Developer's Sub-class (sub-class 2). The Developer's membership and voting right in any class shall cease and be converted to the sub-class 1 membership of that class on the happening of either of the following events whichever first occurs:

- a. After the entire Neighborhood has been finally platted and when the total votes outstanding in sub-class 1 equals the total votes outstanding in subclass 2, or
- b. on December 31, 2040.

3. Unless a matter requiring a vote specifies a vote by class and the class of members entitled to vote upon such matter, each matter entitled to a vote shall be voted by each member and the majority of the votes of the members disregarding class shall determine the matter.

D. Suspension.

The voting and other membership rights of any Member may be suspended by action of the Directors during any period when the Member has failed to pay any Annual Charges then due and payable; but, upon payment of all the past due Charges, right and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Area or the personal conduct of any person thereon, the voting or other membership right of any Member (including the right of a resident to use common areas) may be suspended by action of the Board of Directors, after a hearing before the Board at which the Member or any other interested person (including a resident) may be represented by attorney, for a period not to exceed sixty (60) days, if such Member, or any member or a person using the facilities though such Member shall have violated such rules and regulations.

E. Right of Membership.

1. Each Member is entitled to the use and enjoyment of the Common Areas in accordance with Article IV of this Declaration. Membership rights may be exercised by an Owner and may be delegated to and exercised by all Residents who reside upon a Lot (whether Single Family or Multi-Family) or, in the case of commercial space, tenants. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the Member of any person who is entitled to exercise membership rights under this Section. The right and privileges of such person are subject to suspension by the Board under the preceding Section in the same manner and for the same reasons as those of any Member.

2. Any firm, person, corporation or other entity which shall succeed to title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed to the rights herein provided. Conveyance from such person, firm, corporation or other entity shall pass membership in the Association to the Buyer as herein provided. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

3. Each Class A Member may have and each Class B Member shall have the lawn maintained by the Association and the snow removed from the walks and drives for his or her Lot. Each Class A and B Member may have the exterior of their residence maintained by the Association at the request of such Member. Each Member receiving services shall be responsible for the cost of maintenance of his or her Lot through either general or special assessments.

F. Powers and Responsibilities.

1. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

a. The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Commons including the implementation of reasonable nondiscriminatory rules for the use thereof.

b. The fixing, levying, collection, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

c. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, the costs of operating the Association, payment for the purchase of insurance covering the Commons against property damage and casualty, the purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members, and the payment of taxes or governmental assessments as required or necessary.

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

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

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

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

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

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

j. The interpretation and definition of terms used in the Covenants to promote the purposes of the Association.

2. It shall be the general obligation and duty of the Association to properly maintain and repair all Common Areas, and the walks, drives, open drainage areas, concrete low flow channel liners, parking areas, parking island, landscaping, recreational facilities, and all structures and improvements therein, or a part of the common system in accordance with reasonable standards as generally required by the City of Fremont, and nothing in this Declaration shall be construed as any limitation upon the authority of the City of Fremont to enter upon said property and perform necessary maintenance should the Association fail to do so, and to assess the property with the cost thereof.

ARTICLES IV

Property Rights in the Common Area

Each Member of the Association shall, as a member of the association, have the right to use and enjoy the accessible Common Area, which shall be appurtenant to and shall pass with the interest requisite for membership held by such member; provided, that no Lot Owner shall construct any structures within the accessible Common Area without the prior written consent of the Association. The rights of the Members of the Association in and upon the accessible Common Area shall be subject to the following:

1. All easements shown upon any final plat of any portion of the Residential Property recorded with the Register of Deeds of Dodge County.

2. The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the accessible Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the accessible Common Area for any period during which any assessment remains unpaid, or for any infraction of any published rules and regulations governing the use and maintenance of the accessible Common Area, provided, however, such rules or regulations shall not unfairly discriminate against any class of Members or Residents.

3. The right of the Association to dedicate or transfer all or any part of the accessible Common Area to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members, provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

4. The use of the roadways located within the accessible Common Area by the general public pursuant to any public access easement granted or to be granted by the Declarant.

5. Members or their designees may be accompanied in the use and enjoyment of the Common Areas by guests but such guests shall be subject to the fees, rules and regulations governing the use of the Common Areas.

6. There shall be no motorized vehicles, motor boats, mechanized boats or boats operating on battery on the lake of the property or the wetlands adjacent thereto.

7. Members may designate the residents of their lots the use of the common areas subject to the rules therefor.

ARTICLE V

Covenant for Maintenance Assessments

A. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Property hereby covenants, and each Owner of any lots by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is and shall be deemed to covenant and agree to pay to the Association: (1) annual (general) assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments for goods or services provided to the Lot including but not limited to mowing, lawn care, snow removal and exterior maintenance. The annual and special assessments, together with interest, costs, and reasonable fees including attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable fees including attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them or unless a lien therefor has been filed against the Lot.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Residents in the Neighborhood and the users of the Commercial Area and for the protection, improvement, upkeep and maintenance of the Lots and Common Area, and of the homes situated in the Neighborhood and on the Property. The assessments shall also cover the costs of operation and general administration of the association including insurance for the Commons, taxes and overhead.

C. Annual Assessment. The Board of Directors shall establish the annual (general) assessments and the due date for the payment thereof. Annual assessments shall commence as determined by the Board and thereafter annually. The first annual assessment may be for a partial year. The Board shall cause written notice of such annual assessment to be sent to each voting member of the Association at least thirty (30) days prior to the commencement of the period covered by such assessment and thirty (30) days prior to the due date for the payment of such assessment. Such assessments shall be final and conclusive as to all members assessed unless prior to the due date such annual assessment is vetoed by all classes affected by the vote against the assessment of two-thirds (2/3) of the entire membership with each class voting in person or by proxy.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members affected thereby who are voting in

person or by proxy at a meeting duly called for this purpose. The Association shall provide one or more due dates for the payment of Special Assessments under this paragraph.

E. Special Assessments for Damage to the Common Area. In the event that a member or someone entitled to the use of the Common Area by virtue of such Member is determined to be responsible for damages to the Common Area then the cost of such repairs or maintenance may be assessed against the Lot of the responsible owner as a Special Assessment. The Board of Directors shall levy and assess such special assessments, but only upon the affirmative vote of two-thirds (2/3) of the Board after hearing before the Board with no less than fifteen (15) days notice thereof to and an opportunity to be heard by the Lot Owner (which may be represented by an attorney). Any interested party may appear at such hearing. The Association shall provide one or more due dates for the payment of Special Assessments under this paragraph.

F. Special Assessments for Maintenance. In addition to the general assessments authorized above in paragraph C, the Association may levy, in any assessment year, special assessments against any Lot for maintenance of any building, lawn or driveway upon the Lot as requested by the Lot Owner or as required by the Association. Maintenance in such regard may be such things as landscaping, tree trimming or planting. It shall be the obligation of a Lot Owner to pay for such services supplied to the Lot. Lot Owners may provide such services for themselves but subject to frequency and standards as required by the Association, provided, however, Class B owners shall have the Association provide lawn care and snow removal. Lot owners requesting special maintenance shall request the same from the Association in writing. Special Assessments shall be determined by the Board using a rational basis including the reimbursement of the cost of the services to the Association plus an amount for administering the services on behalf of the Association. The Association shall provide one or more due dates for the payment of Special Assessments under this paragraph and shall give the Lot Owner notice of and the opportunity to be heard prior to the due date of such Assessments.

G. Notice and Quorum for Any Action Authorized Under Article V Section D. Written notice of any meeting called for the purpose of taking any action authorized under Article V Section D shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called on ten (10) days written notice but setting forth within such notice that the meeting is a rescheduled meeting, and the quorum at the subsequent meeting shall be the voting membership present in person or by proxy at such meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

H. Rate of Assessment Proportionate to Benefit. Both annual and special assessments, shall be fixed at uniform rates relative to the benefit conferred or services provided to a Lot but otherwise in any reasonable manner determined by the Board of the Association. Assessments shall cover the costs and expenses of the operation of the Association and materials or services incurred by the Association plus reasonable overhead for the Association. Annual or special assessments may be

collected on a monthly basis or as otherwise determined to be due by the Board, provided, however, Lots which have not been final platted shall not be assessed. Final platted Lots may be assessed prior to the conveyance of the Common Area to the Association. Assessments may be levied against any class of membership in the Association provided, however, no assessment shall be levied against a class of membership unless the class is benefitted by the purpose of the assessment and all classes that are benefitted are assessed.

I. Certificates: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

J. Effect of Non Payment of Assessments & Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate per annum as provided by the statutes of the State of Nebraska for delinquent real estate taxes unless a different rate is set by the Board of Directors. The treasurer of the Association shall execute, acknowledge and file with the Register of Deeds of Dodge County, Nebraska, a lien for the amount of said assessment together with interest. Such lien shall include the date of delinquency, the then current interest rate, the legal description of the property, the name and address of the property owner as last shown on the books and record of the Association and a statement that the lien shall cover all subsequent unpaid assessments of the Association. The Treasurer shall give notice of such lien by United States mail, postage prepaid at the address of the property owner as last shown on the books and records of the Association. Such notice shall be complete upon mailing. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

K. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to any lien which was recorded prior to the date upon which the lien of the assessment was recorded. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure, or any proceeding in lieu thereof, with respect to any lien that was recorded prior to the date upon which the assessment lien was recorded shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except as adjudicated to the contrary. No sale or transfer shall relieve such Lot from liability for any assessments thereafter assessed or from the lien thereof. Date of recording shall be the date of filing for record at the office of the Register of Deeds of Dodge County, Nebraska.

L. Exempt Property. All properties dedicated to and accepted by SID #9 or the City of Fremont and the Common Area shall be exempt from all annual and special assessments of the Association.

M. Non-waiver. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the owner's personal obligation to pay the same.

ARTICLE VI Party Walls

A. Party Wall. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

B. Compatible. All exterior visible construction materials on each side of a party wall shall be of like kind and be compatible.

C. Shared Cost. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

D. Restoration. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

E. Negligence. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

F. Appurtenant Rights. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

G. Disputes. Any dispute arising concerning a party wall, or under the provisions of this Article shall be settled by arbitration under the Nebraska Uniform Arbitration Act Section 25-2601 et seq., Nebraska Revised Statutes. The Developer or in its absence or refusal to act the President of the Association shall appoint an Arbitrator acceptable to each owner in the dispute. If after three appointments are proposed and rejected by an Owner, then each Owner involved in such dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The cost of any such arbitration shall be borne equally by the parties involved. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrator(s) have been met. The appointment of arbitrators hereunder shall be made with twenty (20) days after notice by one Owner to the other Owner and the Developer that a dispute exist.

ARTICLE VII Easements

The easements over and across the Lots and Common Area shall be those shown on any recorded plat of the subdivision, and such other easements as may be established pursuant to the provisions of this Declaration, by the Developer or the directors of the Association.

The Declarant hereby grants an easement over and above the Common Areas to the Association for the use and enjoyment of its Members.

There shall be an easement of ingress, egress, access and traverse across the rear ten (10) feet of all "T" lots of the subdivision as shown on the preliminary plat for the benefit of the Association and its members.

ARTICLE VIII Specific Restrictions for All Lots

The following covenants, conditions and restrictions relate specifically to all the Lots of Bluestem Commons.

A. City Requirements. All buildings constructed upon any Lot within the Residential Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Fremont, Nebraska, and the Development Plan between the Developer and Owners and the City of Fremont.

B. Use. Each Lot located within the Property shall be used exclusively in accordance with the special use permit for the Neighborhood.

C. Plan Approval.

i. Improvements. Prior to the construction of a structure on any Lot, two sets of building plans for such structure along with a fifty dollar (\$50.00) review fee shall be submitted by the Lot Owner to the Declarant for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the structure to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the structure to be constructed on such Lot and shall indicate the location of the structure, attached garage, if a residence, and any other structures to be placed or constructed on such Lot. Such plans shall also include erosion control measures, which will contain erosion of soil on the Lot during construction. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request that the Lot Owner provide samples of the Lot Owner's proposed exterior materials and the color of same. No construction on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. The Declarant shall give written approval or disapproval of such building plans within ten (10) working days from the receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the

Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the residences constructed or to be constructed on other Lots located within the Property.

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

Notwithstanding the foregoing, The Developer may maintain a menu of plans which have been approved and subject to similar exterior colors and materials shall be approved.

ii. Landscaping. Prior to the occupancy of any building on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan that includes site lighting must be submitted for approval. All landscape lighting must be within the landscape area. Approval of Declarant must be obtained prior to removal of any trees existing on Lots when purchased. Prior approval can be waived if waiting for approval creates a hazardous condition. Trees removed for any reason will be replaced by Lot Owner if required by Declarant. If a tree, provided by Declarant, must be replaced or added it must be 2 ½ inch caliper minimum if deciduous and 6 feet tall minimum if coniferous. No landscape plan or materials shall interfere with or impede the access easement on "T" lots.

No structure constructed upon a Lot shall be occupied unless and until written approval of the landscape plan has first been obtained from the Declarant. The Declarant shall give written approval or disapproval of such landscape plan within twenty (20) business days from and after receipt of such plans by the Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plans does not conform to the general standard and character of landscape plans for other Lots located within the Residential Property or if the implementation of the plan at growth will impede or interfere with the access easement on "T" lots.

Lot Owner shall be responsible for completing the planting of all items identified on the landscape plan within the same planting season as occupancy.

iii. Transfer of plan approval right. The Declarant may, in its discretion, transfer plan approval rights to the Association. Such transfer shall be by a writing which shall be filed with the Register of Deeds of Dodge County. In addition, Declarant shall transfer its records with regard to prior plan approval to the Association. After such transfer, the Board of Directors shall appoint a committee of not less than three (3), nor more than five (5), persons from the Class A, B and C members of the Association as a committee for the purpose of maintaining architectural consistency of the construction upon the Lots. The appointees shall serve such terms as the Board determines.

D. Grading and Erosion Control. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any residence on a Lot without prior written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum until paid.

The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, waterway, sidewalk or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum until paid.

E. Removal of Dirt. No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of Declarant. The cost to remove or relocate the dirt from grading or excavation shall be borne by Lot Owner. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt.

F. Mailboxes. All mailboxes shall be located, designed and constructed in accordance with standard specifications established by the Declarant.

G. Antennas and Television Dishes. Antennas and television dishes shall not exceed 24 inches in diameter. All exterior antennas and dishes shall be located in the rear yard or affixed to the rear side of the structure and shall not exceed the height of house or protrude above the roof.

H. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and maintenance of sidewalks parallel to each street or road, which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or road which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, (a) the construction of the building constructed upon such Lot, or (b) whenever required by SID #9, the City of Fremont, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability

or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road, which abuts the Lot owned by such Lot Owner.

I. Street Trees. Declarant shall be responsible for the initial purchase and planting of street trees required by the City of Fremont along each street or road within the Property that abuts any Lot or Lots. The Lot Owner shall be responsible for maintenance and replacement (in type and size) of any street tree installed by Declarant.

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

K. Repair on Lot. No visibly damaged or inoperative boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours to repair shall be permitted on any Lot at any time except in an enclosed structure; nor shall vehicles determined by the Board to be a nuisance or offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

L. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over seven days in a row and 14 days in a calendar year, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitrailers/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles, which are necessary for the construction of residential dwellings or other improvements during the period of construction. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

M. Construction Vehicle and Rolloff Service. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Property during development. During construction of any building on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full. Declarant shall have the right to designate a single provider of rolloff service within the Property in order to limit and control the number of service trucks operating within the Property. The Declarant may determine locations for the wash-out of construction vehicles and concrete trucks which thereafter shall be used exclusively.

N. Lighting. All permanent exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

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

P. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. Except within the wetlands or the edge of common area ponds, no vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot.

Q. Subdivision. No lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provision does not apply to Declarant and any replat or subsequent plat by the City of Fremont. Lot Owners shall be responsible for individual lot splits.

R. Wetland protection. Removal of existing vegetation within the wetlands of the natural water's edge is prohibited. There shall be no structures in the wetlands. The purpose of this prohibition is to preserve and maintain the pristine wetlands.

S. Common Area Costs. The cost of common maintenance and operations, unless specially assessed to specific lots, shall be allocated equitably among the Lots.

T. Waivers. Declarant shall have the right, in its sole and absolute discretion, to interpret, waive and/or modify the application and interpretation of any term, condition or restriction imposed by these covenants so long as the Declarant is a member of Class A-2 or B-2. Thereafter, the Board of the Association shall have the authority to interpret, waive and/or modify the application and interpretation of any term, condition or restriction imposed by these covenants. All interpretations, waivers and/or modifications and interpretations of any term, condition or restriction shall be applied consistently and shall not discriminate against any class of Members or Residents of the Association.

ARTICLE IX

Specific Provisions for Specific Lots:

A. Residential Lots (S, D and T Lots): See the Building and Development Guidelines for Residential Lots attached hereto as Exhibit A and incorporated herein by this reference.

B. Commercial Lots:

1. Grounds Maintenance. Declarant will be responsible and contract for the grounds maintenance for the Commercial Lots at the expense of the Association which will charge back the Lots therefor as Assessments as provided above. Declarant may assign such obligations to the Association which shall assume the same.

2. Special Maintenance. Commercial Lot Owners may request special maintenance from the Association for lawn or landscape care, snow removal or exterior maintenance, provided however, such request shall be reasonable and shall be at such member's expense as a special assessment.

C Multi-family Lots:

Maintenance. Multi-Family Lot Owners may request grounds or special maintenance from the Association for lawn or landscape care, snow removal or exterior maintenance, provided however, such request shall be reasonable and shall be at such member's expense as a special assessment.

ARTICLE X
Amendments

For a period of ten (10) years following the date hereof, Declarant, its successors or assigns, shall have the sole, absolute and exclusive right and discretion to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Offices of the Register of Deeds of Dodge County, Nebraska. Thereafter, this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Members of each class of the Association affected by the amendment. The foregoing provisions of this Article X to the contrary notwithstanding, on and after the first to occur of (a) the expiration of ten (10) years following the date of this declaration or (b) the date of filing of any Notice of Termination of Status as Declarant or (c) the date upon which the Declarant no longer owns any lots subject to this Declaration, no amendment shall become effective which may adversely affect the rights of the Owners of the Commercial Lots without the written consent of the Class C Members or of the Owners of the Multifamily Lots or Residents who reside upon a Multifamily Lot without the written consent of the Class D Members.

ARTICLE XI
Miscellaneous

A. Covenants. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several Lot Owners, their successors, assigns, heirs and devisees until the thirty-first day of December, 2040 and continuously thereafter for successive ten (10) year periods unless amended as provided in Article X.

B. Enforcement. The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Developer, the Association, or any Lot Owner (including the Developer) against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages, and may also be instituted to enforce any lien or obligations created hereby. If the Developer, the Association, or any Lot Owner is successful in any action, whether at law or equity, to enforce any term or provision of these Covenants, then the Developer, association or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorney's fees and court costs, which shall constitute a lien on the Lot owned by the person against whom enforcement is sought, in the same manner and with the same priority as a lien for annual or special assessments. Failure by the Developer, an association, any member thereof or the City of Fremont to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so.

C. Arbitration of Certain Claims. Notwithstanding Section XI, B. above, disputes (i) between Residents of the Lots over interpretation of these covenants, (ii) regarding unfair discrimination against a Class of Members or Residents, (iii) to contest the amount or propriety of an assessment on any particular lot (as opposed to the enforcement of any lien of such assessment), or (iv) relating to the effect of an amendment on any Class of Members or Residents shall be settled by arbitration under the Nebraska Uniform Arbitration Act Section 25-2601 et seq., Nebraska Revised Statutes. Such an arbitration shall be commenced by any party giving written notice (the "Arbitration Notice") to the other parties and the Developer. The cost of any such arbitration including arbitration fees shall be assessed by the Arbitrator and should be borne by the losing party (party against whom the arbitration award is made). In determining a loser of the arbitration, loser for purposes of assessing costs of the arbitration is that party who's last offer to settle or compromise is most dissimilar to the award of the Arbitrators. The Arbitrators may award attorney fees to the prevalent party as well. No legal action with respect to a dispute subject to arbitration pursuant to the provisions of this paragraph shall be commenced or maintained unless and until the provisions of this paragraph for arbitration have been satisfied. The appointment of arbitrators shall be made in accordance with the following provisions: (i) the Developer or in its absence or refusal to act the President of the Association shall appoint an Arbitrator acceptable to each Owner or party in the dispute and give prompt written notice of such appointment to each Owner or party in the dispute. If after three appointments are proposed and rejected by an Owner or party within ten (10) days following such appointment, then each Owner involved in such dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The initial appointment shall be made within twenty (20) days after the Arbitration Notice has been given and each subsequent appointment. Disputes under this paragraph XI. C. shall only be brought within one year of the act or acts giving rise to the dispute.

D. Developer Reservation. In the event that the Association, the members thereof, or the directors thereof shall fail or neglect to perform its right, duties and obligations in accordance with the intents, purposes, and provisions of this Declaration, then Developer reserves the right to call such meetings, make such appointments and to take such further action as may be necessary, from time to time, to ensure that the objects and purposes of the Declaration are being fulfilled.

E. Invalidation. The invalidation of any one of the covenants or restrictions set forth herein

shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

F. Written Statement. The Developer or, after transfer of Developer's rights hereunder to the Owners Association, the Owners Association shall, upon the written request of any lot Owner, issue a written statement stating, to-wit: (i) whether or not such Lot Owner, and the Lot owned by such Lot Owner, is in compliance with the terms and provisions of these Covenants; (ii) whether or not such Lot Owner is liable for any past due assessments that may become a lien on the Lot owned by such Lot Owner; (iii) the amount, if any, of the last annual assessment levied by the Owners Association; (iv) the amount, if any, of any proposed special assessment against such individual Lot Owner requesting the written statement; (v) the amount, if any, of any proposed special assessment to be levied ratably against all of the Lots located within the Property and/or, if appropriate; (vi) the amount of general or special assessments for the Lots.

G. Termination of Declarant's Rights. Developer, its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, or at such time of Declarant no longer owning any lots subject to this Declaration, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Dated 1/6, 2021.

Hoppe & Son, LLC, Declarant and Developer

Ward F Hoppe
Ward F Hoppe, Manager

FWFH, LLC, Owner

Ward F Hoppe
By Ward F. Hoppe, Manager

FOZC, LLC, Owner

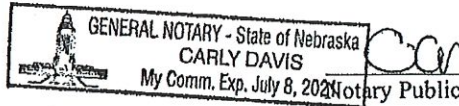
Ward F Hoppe
By Ward F. Hoppe, Manager

The Row Fremont, LP, Owner

Ward F Hoppe
By: WARD F HOPPE
Its: Manager

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

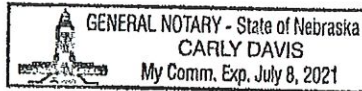
The foregoing instrument was acknowledged before me this 6 day of January, 2021, by Ward F. Hoppe, Manager of Hoppe & Son, LLC, a Nebraska limited liability company on behalf of the company.



Carly Davis
Notary Public

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

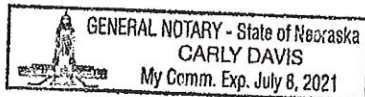
The foregoing instrument was acknowledged before me this 6 day of January, 2021, by Ward F Hoppe, Manager of FWFH, LLC, a Nebraska limited liability company on behalf of the company.



Carly Davis
Notary Public

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

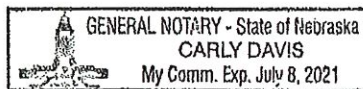
The foregoing instrument was acknowledged before me this 6 day of January, 2021, by Ward F Hoppe, Manager of FOZC, LLC, a Nebraska limited liability company on behalf of the company.



Carly Davis
Notary Public

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this 6 day of January, 2021, by Ward F. Hoppe, Manager, of The Row Fremont, LP, a Nebraska limited partnership company on behalf of the company.



Carly Davis
Notary Public

EXHIBIT A

BUILDING and DEVELOPMENT GUIDELINES FOR RESIDENTIAL LOTS

1. Construction Time Frame. Commencement of construction of a residential dwelling upon a Lot must begin within eighteen (18) months from the date title is conveyed by Declarant. In the event construction is not commenced within eighteen (18) months from the date of conveyance by Declarant, Declarant shall have the option, at any time after eighteen months, to purchase the Lot for its original sale price, less any real estate commissions or other closing costs paid by Declarant at the time of the original sale. Construction of any building to be located upon a Lot

2. Minimum Floor Area and Dwelling Set Backs.

The minimum square footage above grade for all S-Lots, D-Lots, and T-Lots is as follows:

| | |
|---------------|-------------------|
| Single Story: | 700 square feet |
| Two-Story: | 1,200 square feet |
| Multi-Level: | 1,100 square feet |

Setbacks from the front, side and rear Lot Lines in all S-Lots, D-Lots, and T-Lots shall be as established by the Final Plat for the respective building area approved by the City of Fremont.

The lowest opening on a exterior wall of a building on a Lot must be one foot above the designated flood plain adjacent to it.

3. Exterior Finish Requirements. The front of any residence constructed, must be faced with at least twenty-five percent (25%) brick or natural stone excluding the rear. The calculation determining percent of coverage does not include windows, doors and garage doors.

4. Roof Requirements. The roof of each residence constructed upon any Lot shall be a minimum pitch of 4:12, or as may be dictated by a unique architectural style as approved by Declarant and shall be covered with built up asphalt shingles such as Horizon Series by CertainTeed or Heritage Series by Tamko, wood shakes, number one wood shingles, tile or slate.

5. Height Restrictions for all the residential lots on Bluestem Commons. No home shall exceed 35 feet in height.

6. Exterior Colors. All brick, siding, and roofing will be of mid-earth tone colors. (Trim colors may be outside of the color range but subject to prior approval.)

7. Utilities. All Utilities will be served underground.

8. Trim Materials. All gutters must be pre-finished and pre-colored. All facia and soffit can be wood, hardiplank or equal non-vinyl, non-steel maintenance free material.

shall be completed and receive a Certificate of Occupancy from the City within twelve (12) months from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

9. Garages and Access. All garages for residences must be, a minimum of one stall and attached to the residence constructed on such Lot. All driveways must be concrete, brick or paving stone. No asphalt is allowed.

10. Lawn Irrigation and Sodding. Prior to the occupancy of any residence to be constructed, an underground lawn irrigation system shall be installed by a registered contractor for same, on such Lot, and that Lot shall be fully sodded. Declarant to determine acceptable sod species. Declarant shall establish a minimum watering schedule which schedule shall designate a non-watering day to allow for mowing.

11. Fences. No fencing or railings for decks or courtyards shall be installed without having prior written approval from the Declarant under Article XIII, Paragraph C of this Declaration. Invisible fencing for animal control is permitted. All fences shall have two good "finish" sides or be built with the "finish" side out.

12. Air Conditioning Units. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard.

13. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or structures of any kind may be constructed or installed upon a lot (except swing sets, basketball goals and non-permanent clothes lines).

14. Animals and Animal Shelters. No livestock or animals may be housed on any lot except dogs, cats, fowl (excluding roosters or drakes) and other common domestic pets not exceeding two each per lot. Any stable, kennel, or other shelter for any animal, livestock, fowl or poultry shall only be erected, altered, placed or permitted in the rear yard of any Lot. Animals including dogs and cats are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health safety. Dogs should be confined to the Lot by invisible fencing and Lot Owners may walk dogs, but a leash is required.

15. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Residential Lot. No vehicles bearing advertising signs shall be stored on a Residential Lot except in an enclosed structure. However, Declarant may allow any sign advertising Lots for sale within the Residential Property. Owners can only erect a "For Sale Sign" advertising their residence for sale or a political sign for one month prior to an election.

16. Swimming Pools. Swimming pools shall not be permitted on Lots. In-ground or in-deck hot tubs are acceptable.

17. Grounds Maintenance. Declarant will be responsible and contract for the grounds maintenance for the R and such other lots as may request the same at the expense of the Association which will charge back the Lots therefor as Assessments as provided above. Declarant may assign such obligations to the Association which shall assume the same.

18. S and D Lots: Special Maintenance. S and D Lot Owners may request special maintenance from the Association for lawn or landscape care or snow removal, provided, however, such request shall be in writing, shall be reasonable and shall be at such Member's expense as a special assessment.