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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

This DECLARATION, made on the date hereinafter set forth by DIAL HARRISON, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Nebraska, which is more particularly described as: See the legal descriptions that are included on the Exhibit A which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and described on the attached Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Falling Waters Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on the attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. "Properties" shall include all of the real property within the perimeter of the final plat of FALLING WATERS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and shall include all real property that is a replat of any portion of the final plat of FALLING WATERS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and shall mean, refer and include all of the Lots that are legally described on the attached Exhibit A. It is intended that single-family

dwelling units be constructed on the Properties hereinabove described, with one single-family dwelling unit being constructed on each Lot.

Section 5. "Declarant" shall mean and refer to DIAL HARRISON, L.L.C. and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean and refer to Outlots A, B and C, all in FALLING WATERS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of common facilities in the Common Area shall be for the general use, benefit and enjoyment of the Members. Common facilities may include, but are not limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and non-dedicated roads, paths, ways and green areas.

Section 7. "Landscape Buffer" shall mean and refer to all landscape buffer areas set forth on Exhibit B attached hereto and incorporated herein by this reference, which landscape buffer areas will contain all trees, plants and other foliage planted by the Association for the purpose of creating landscape buffer zones on the Properties as required by the Association or the City of Omaha and for the well being of all residents of the Properties.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner 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:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
Membership and Voting Rights

Section 1. FALLING WATERS is comprised of separate single-family residential lots that are legally described on the attached Exhibit A (referred to as the "Lots"). Every Owner of a Lot which is subject to assessment shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however, those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Section 2. The Association shall have two classes of voting membership:

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

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

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. June 1, 2012.

ARTICLE IV
Purposes of the Association and Powers and Responsibilities

Section 1. Purposes of the Association. In addition to any other purpose expressed herein, the Association has as its purposes the promotion of the health, safety, recreation, welfare and enjoyment of the residents of FALLING WATERS, and the promotion and protection of the aesthetics, the value and desirability of the Properties, which shall include, but not be limited to the following:

- A. The acquisition, construction, landscaping, improvement, maintenance, operation, repair, and upkeep of the Common Areas, including but not limited to any Common Facilities located on the Common Areas (such as any recreational facilities including playground or park equipment, paths or linear trails), and including as Common Areas all outlots, green areas, Median Islands, and on any property described in Article IX, Section 3, of this Declaration.
- B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities and Common Area, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or strict use of the Common Facilities by Members. The rules and regulations may permit or restrict use of the Common Facilities by Members. The rules and regulations may permit or restrict use of the Common Facilities and Common Areas by Members, their families, their guests, and/or by other persons who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
- C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of FALLING WATERS; and the protection and maintenance of the residential character of FALLING WATERS.

Section 2. Powers and Responsibilities. The Association shall have all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and, upon authorization of the Board of Directors, by the officers, shall include, but shall not be limited to, the following:

- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas, and the enforcement of the rules and regulations relating to the Common Areas.
- B. The landscaping, mowing, watering, repair and replacement of parks, outlots, Median Islands, other public property and improvements on parks or public property within or near FALLING WATERS, and upon the property described in Article IX, Section 4.
- C. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Area or any other area in which the Association has an interest against property damage and casualty and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- F. The acquisition by purchasers or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- J. The doing and performing of such acts, and the execution of such instruments and documents as may be necessary or appropriate to accomplish the purposes of the Association.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's 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 his successors in title unless expressly assumed by them.

Section 2. 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 Properties and for the improvement and maintenance of the Common Areas, all Median Islands, and the areas on which the Association has an easement as described in Article IX, Section 3.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual

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assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot, payable in annual installments. An assessment shall be Thirty-Five Dollars (\$35.00) per lot for all lots owned but not improved upon, payable in annual installments.

- 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 each year not more than 10% above the maximum annual assessment for the previous year without a vote of the membership.
- 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 10% by a vote 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 may fix the annual assessment at an Amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole 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 (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60%) 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 subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected annually, unless otherwise established by the Board.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any such Improved Lot to an Owner who is not one of the Declarants. 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or a designated agent 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 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Lot.

Section 9. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

Section 10. Special Assessments on Duplexes and Villas. It is understood and agreed that as Members of the Association all of the owners of the Lots on which duplexes and villas are constructed shall be eligible to share in the general use, benefit and enjoyment of all Common Areas and recreational facilities, dedicated and non-dedicated roads, paths, ways and green areas located on the Properties and, as such, all such owners of duplexes and villas agree to share in all assessments levied for the maintenance and improvement of such Common Areas. A separate homeowners association may be organized solely for the benefit of the owners of duplexes and villas, which such association may assess additional assessments for maintenance and improvement of common areas or facilities developed specifically for the owners of all duplexes and villas, and the owners thereof agree to pay all such additional assessments as shall be levied thereon from time to time.

ARTICLE VI
Restrictions and Covenants

Section 1. Each Lot shall be used for residential purposes.

Section 2. The above ground finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) R4 Single Family Housing (Neighborhood #1)
 - a) One Story House 1650 sq. ft. min. main floor
 Exclusive with attached garage (garage area must be
 approximately at the same level as the main floor).
 - b) One and ½ Story House 2400 sq. ft. min. above grade
 - c) Two Story House 2600 sq. ft. Min. above grade

For each dwelling, there must be erected a private garage for not less than three (3) cars (each car stall to be a minimum size of ten feet by twenty-one feet).

- 2) R4 Single Family Housing (Neighborhood #2)
 - a) One Story House 1500 sq. ft. min. main floor
 Exclusive with attached garage (garage area must be
 approximately at the same level as the main floor).
 - b) One and ½ Story House 2000 sq. ft. min. above grade
 - c) Two Story House 2200 sq. ft. Min. above grade

For each dwelling, there must be erected a private garage for not less than two (2) cars (each car stall to be a minimum size of ten feet by twenty-one feet).

- 3) R4 Villa Housing (Duplexes and Villas)

1500 sq. ft. Total area above grade

For each dwelling, there must be erected a private garage for not less than two (2) cars (each car stall to be a minimum size of ten feet by twenty-one feet).

4) R3 Single Family Housing (Estates)

- a) One-story house 2000 sq. ft. min. main floor
Exclusive with attached garage (garage area must be
approximately at the same level as the main floor).
- b) One and ½ story house 2700 sq. ft. min. above grade
- c) Two story house 3100 sq. ft. min. above grade

For each dwelling there must be erected a private garage for not less than three (3) cars (each car stall to be a minimum size of ten feet by twenty-one feet). Garage must be oriented to be side load.

Section 3. No residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool (provided that said swimming pool shall be in-ground and shall not exceed above the grade of the Lot under any circumstances), tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, shed, wind mill, wind generating equipment, or other external improvement above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant and by the Homeowners Association as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors (which shall be earthtones only), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.
- (ii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.
- (iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is

not mailed within such period, the proposed Improvement shall be deemed approved by the Declarant.

- (iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this Section or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

Section 4. The exposed front foundation wall as well as any foundation wall facing a street or all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls, not facing a street, must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. The roof of all Improvements shall be covered with Heritage II or equivalent weathered wood color shingles that have been approved in writing by the Declarants.

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

Section 6. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot or on any structure on any Lot, except that a satellite dish not exceeding 18 in diameter may be permitted on the rear of a house provided that the Declarant and the Association have given their approval. No radio or television signals, or any other form of electromagnetic radiation or any type of signal of any kind or nature, be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Properties.

Section 7. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Properties, shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending Owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted

by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Declarant, or if the Declarant has released and relinquished his power, by the Association's Board of Directors.

Section 8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, motorcycle, motor home, recreation vehicle, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. 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. No clothes line shall be permitted outside of any dwelling at any time.

Section 10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fence shall be permitted to extend beyond the rear or back line of a main residential structure unless written approval is first obtained from the Declarant. No chain link fences or vinyl covered chain link fences shall be permitted. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

Section 11. A dwelling on which construction has begun shall be completed with one (1) year from the date the foundation was commenced for such dwelling. A tree with a caliper of between 3.0 to 3.5 inches must be planted in the front yard within one year after substantial completion of the dwelling for each Lot.

Section 12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

Section 13. No livestock, fowl or poultry of any kind shall be permitted on any Lot. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No dog runs and no dog houses shall be permitted. No more than a total of three dogs or cats (of any combination) shall be permitted on any Lot.

Section 14. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commerce or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

Section 15. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently, except for the model office. No structures, dwelling or modular housing improvements shall be moved from outside FALLING WATERS Subdivision to any Lot.

Section 16. R3 Zoned Single Family houses must be constructed with fifty percent (50%) brick fronts. Fences may only be wrought iron or black vinyl fences.

In addition to the restrictions above, the Declarant and the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

ARTICLE VII Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Declarant pursuant to the procedure set forth in Article VI, Section 3, and by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Declarant and by the Board of Directors or by the architectural committee. In the event the Declarant and the Board or the Board's designated committee fail to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to the Declarant and to the Board or its

committee, respectively, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, provided that the plans and specifications of which have been approved by the Declarant.

ARTICLE VIII Insurance

Section 1. Liability Insurance. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards that may be deemed appropriate by the Board of directors.

Section 2. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE IX Utility, Pipeline and Other Easements

Section 1. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power district, Qwest, and any company which has been franchised to provide cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds, including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines, an eight foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the Adjacent land is surveyed, platted and recorded, and a perpetual easement is hereby granted to the City of Omaha, Metropolitan Utilities District and Peoples Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Section 2. Association Landscape Buffer Easement. A perpetual easement is hereby reserved in favor of Declarant and the Association, and successors and assigns, to ingress and egress from, and to maintain, replace, repair and plant all such trees, plants and foliage as the Declarant and the Association deem to be in the best interest of the Properties with respect to the Landscape Buffer. Such perpetual right and easement shall be appurtenant to and shall pass with the title to every Lot contained within the Landscape Buffer.

ARTICLE X General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions contained herein, and all other such provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant, or by any entity designated by the Declarant, in writing, in any manner which it may determine in its full and absolute discretion for a period of seven (7) years from the date that this Declaration is recorded with the Register of Deeds in which the Properties is located. In addition, this Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded.

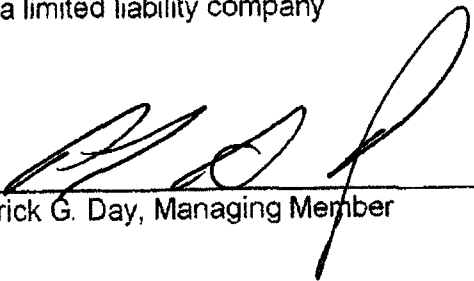
Section 4. Annexation. Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the members of the Association. There will be no annexation or dedication of Common Area.

Section 5. Declarant, or its successors or assigns, may assign all or any part of its rights under the Declaration to any entity, including but not limited to the Association. Declarant, or their successors or assigns, may terminate their status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as the Declarant, and such appointee shall thereafter serve as the Declarant with the same authority and powers as the original Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this document on this 27 day of Feb, 2006.

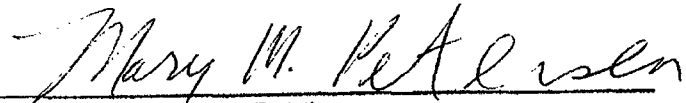
DECLARANT:

DIAL HARRISON, L.L.C.,
A Nebraska limited liability company

By: 
Patrick G. Day, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 2/27, 2006 by Patrick G. Day, Managing Member of DIAL HARRISON, L.L.C., a Nebraska limited liability company on behalf of the limited liability company. Patrick G. Day personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.


Notary Public



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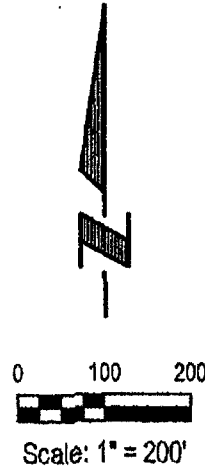
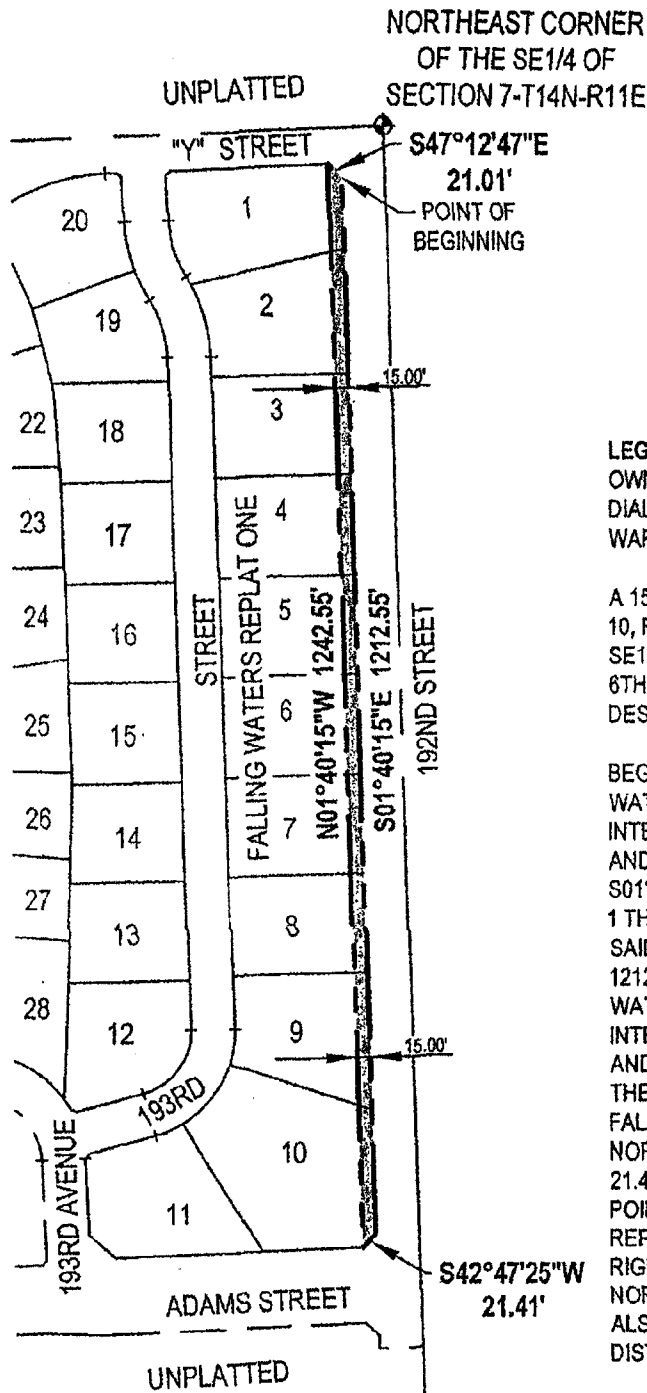
EXHIBIT A

Lots 46 - 172, inclusive, and Outlots B and C, in FALLING WATERS, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 - 28 and Lots 30 - 42 of Replat 1 in FALLING WATERS, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 - 3 and Outlot A of Replat 2, in FALLING WATERS, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

EXHIBIT B



LEGAL DESCRIPTION:
OWNERSHIP:
 DIAL HARRISON, L.L.C.
 WARRANTY DEED INSTRUMENT NO. 2004104178

A 15.00 FOOT WIDE LANDSCAPE EASEMENT LOCATED IN LOTS 1 THRU 10, FALLING WATERS REPLAT ONE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, FALLING WATERS REPLAT ONE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 192ND STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF "Y" STREET; THENCE S01°40'15"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOTS 1 THRU 10, FALLING WATERS REPLAT ONE, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 192ND STREET, A DISTANCE OF 1212.55 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10, FALLING WATERS REPLAT ONE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF 192ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE S42°47'25"W ALONG THE SOUTHERLY LINE OF SAID LOT 10, FALLING WATERS REPLAT ONE, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF ADAMS STREET, A DISTANCE OF 21.41 FEET; THENCE N01°40'15"W, A DISTANCE OF 1242.55 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, FALLING WATERS REPLAT ONE, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF "Y" STREET; THENCE S47°12'47"E ALONG SAID NORTHERLY LINE OF LOT 1, FALLING WATERS REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF "Y" STREET, A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING.

SAID 15.00 FOOT WIDE LANDSCAPE EASEMENT CONTAINS AN AREA OF 18,410 SQUARE FEET OR 0.423 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 12001 O STREET OMAHA, NE 68137 PHONE: (402) 885-4700

15.00 FOOT WIDE LANDSCAPING EASEMENT
LOTS 1 THRU 10, FALLING WATERS REPLAT ONE
 DOUGLAS COUNTY, NEBRASKA

Drawn by: das Chkd by: adc 12-13-05 Chkd by: _____

Job No.: 2003057.01 Date: 10/27/2005 SHEET 1 OF 1

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

MELVIN SUDBECK HOMES, INC.

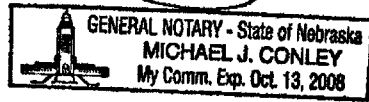
APPROVED AND ACCEPTED: *Melvin Sudbeck*
Melvin Sudbeck, President

LOTS: 111, 108, ¹⁵⁴~~109~~, 107, 136, 70, 79, 81, 92,

** FILED: AS IS

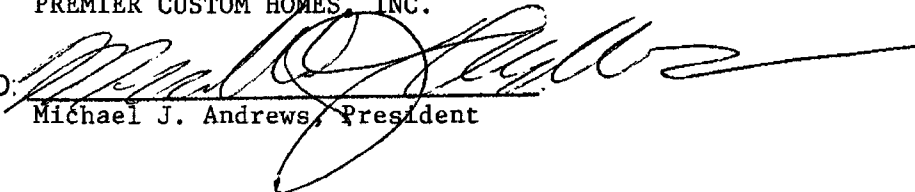
The foregoing instrument was acknowledged before me on 3/9/06 by MELVIN SUDBECK, ^{President of Melvin} ~~who~~ ^{Sudbeck Homes, Inc.} personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

[Handwritten Signature]
Notary Public



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

PREMIER CUSTOM HOMES, INC.

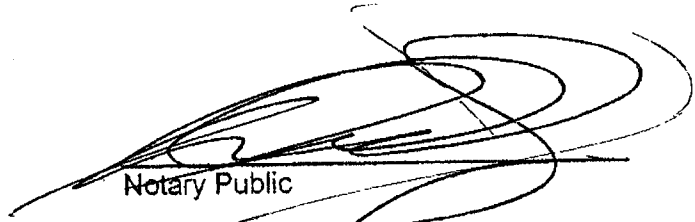
APPROVED AND ACCEPTED: 
Michael J. Andrews, President

66, 82, 96, 106, 104, 101, 140, 152, 164

LOTS: _____

** FILED: AS IS

The foregoing instrument was acknowledged before me on 3/9/06 Pres. of Premier Custom
by MICHAEL J. ANDREWS who Homes, Inc.
personally appeared before me, a General Notary Public for the State of
Nebraska, and is either personally known to me or was identified by me through
satisfactory evidence.


Notary Public



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

GATEWAY HOMES, INC.

APPROVED AND ACCEPTED:

Kevin Hebner
Kevin Hebner, Treasurer

88, 91, 94, 80, 71, 69, 138, 103

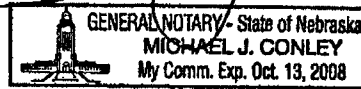
LOTS: _____

** FILED: AS IS

The foregoing instrument was acknowledged before me on 3/9/06 of Gateway Homes, Inc. by KEVIN HEBNER/Treas. who personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

[Handwritten Signature]

Notary Public



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

BLACKTIE BUILDERS, LLC

APPROVED AND ACCEPTED:

Kelley Day
By Kelley Day, Manager
Blacktie Builders - manager

160, 161, 162, 167, 169, 100, 112, 113, 95, 77

LOTS: _____

** FILED: AS IS


The foregoing instrument was acknowledged before me on 3/10/06 Blacktie Builders, LLC
by Kelley Day, Manager of / who
personally appeared before me, a General Notary Public for the State of
Nebraska, and is either personally known to me or was identified by me through
satisfactory evidence.

[Handwritten Signature]
Notary Public
GENERAL NOTARY - State of Nebraska
MICHAEL J. GONLEY
My Comm. Exp. Oct. 13, 2008

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

ROCKBROOK BUILDERS, LLC

APPROVED AND ACCEPTED:

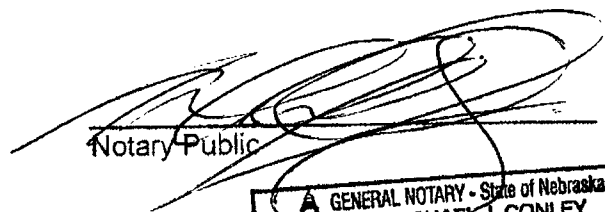
3/15/06. 
By: Timothy J. Lowndes, Member

165, 166, 147, 153, 143, 105, 110, 89, 78

LOTS: _____

** FILED: AS IS

The foregoing instrument was acknowledged before me on 3/15/06 Member of Rockbrook Builders, LLC
by TIMOTHY J. LOWNDES who personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.


Notary Public

GENERAL NOTARY - State of Nebraska
MICHAEL J. CONLEY
My Comm. Exp. Oct. 13, 2008

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

APPROVED AND ACCEPTED: _____

PARKSIDE HOMES OF WYOMING, LLC
A WYOMING LTD LIABILITY COMPANY

By: [Signature]
Its: Matt Deal

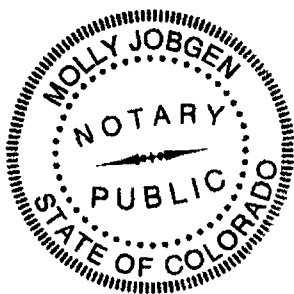
Managing Member

LOTS: Replat 1 Lots 1-~~42~~²⁸ & 30-42
Replat 2 Lots 1-3 & Outlot A

** FILED: AS IS

The foregoing instrument was acknowledged before me on
6/15/06 by Matt Deal
("Representative") on behalf of and as the duly authorized representative of
Parkside Homes of Wyoming

The Representative personally appeared before me, a General Notary Public for
the State of Nebraska, and is either personally known to me or was identified by
me through satisfactory evidence.



[Signature]
Notary Public

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR FALLING WATERS

APPROVED AND ACCEPTED: Stephen B. Casper

LOTS: 141

** FILED: AS IS

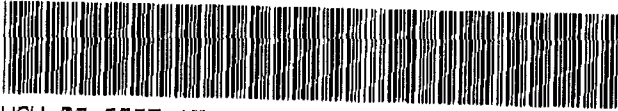
The foregoing instrument was acknowledged before me on 3/14/06 by STEPHEN B. CASPER who personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

[Signature]
Notary Public





MISC 2007125917



NOV 08 2007 15:34 P 3

Misc. 50
 FEE 101 FB see attached
 3
 173
 BKP _____ C/O _____ COMP AD
 DEL _____ SCAN _____ FY _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/8/2007 15:34:26.27



2007125917

Return to: Jerry M. Slusky, Slusky Law, LLC, 17445 Arbor Street, #300, Omaha, NE 68130

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR FALLING WATERS

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters ("First Amendment") is made effective as of the 1st day of March, 2007, by Dial Harrison, L.L.C., a Nebraska limited liability company, the Declarant ("Declarant") as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters recorded as instrument #2006075199 in the Register of Deeds Office of Douglas County, Nebraska (the "Declaration").

RECITALS

WHEREAS, Subparagraph 1) c) of Section 2, Article VI, provides that the above ground finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than 2600 square feet for an R4 Single Family Housing Two Story House ("House"); and

WHEREAS, the Declarant desires to amend such section to decrease the required square footage of such House to 2400 square feet; and

WHEREAS, the undersigned execute this First Amendment with the express intent that the Declaration, as amended, be valid and binding upon each Lot, and that each Declarant and Owner of a Lot upon which the Declaration and any amendments are recorded be bound by the duties and obligations and have all rights and benefits set forth therein.

1329
13119

NOW, THEREFORE, Paragraph 1) c) of Section 2, Article VI, of the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters is hereby amended and restated in its entirety as follows:

"c) Two Story House 2400 sq. ft. Min. above grade"

Except as provided in this First Amendment, all other terms and conditions of the Declaration remain unchanged, in full force and effect, and enforceable in accordance with the laws of the State of Nebraska and the terms of the Declaration as previously amended.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 11 day of April, 2007.

DIAL HARRISON, L.L.C.

By: [Signature]
Its: manager

State of Nebraska)
) ss:
County of Douglas)

The foregoing instrument was executed before me, a notary public in and for the State of Nebraska, by Patrick G. Day on behalf of and as the duly authorized representative of Dial Harrison, L.L.C., and he acknowledged that execution of the foregoing is his voluntary act and deed in his authorized capacity on behalf of the Declarant. Such representative is personally known to me, or was identified to me through satisfactory evidence to be the identical person executing this instrument.

Wherefore I set my hand and seal this 11 day of April, 2007.

[Signature]
Notary Public

#13230

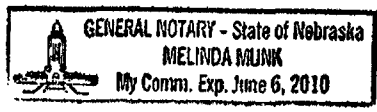


EXHIBIT "A"

OC-11945

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a Subdivision, located in Douglas County, Nebraska, as surveyed, platted and recorded.

(129)

OC-11946

Lots 1, 2, 3, 4, 6, 7, 9 - 27 and Lots 30-42 of Replat 1 in Falling Waters, a Subdivision, located in Douglas County, Nebraska, as surveyed, platted and recorded (lots 5 and 8 are vacated).

(38) ✓

OC-11947

Lots 1-3 and Outlot A of Replat 2, in Falling Waters, a Subdivision, located in Douglas County, Nebraska, as surveyed, platted and recorded.

(4) ✓

OC-11948

Lots 1 and 2, Replat 3, in Falling Waters, a Subdivision, located in Douglas County, Nebraska, as surveyed, platted and recorded.

(2) ✓



MISC 2007129298



NOV 19 2007 15:22 P 2

misc


1600 *OC-11945*

FEE 1600 FB _____

BKP _____ C/O _____ COMP _____

DET _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/19/2007 15:22:48.37



2007129298

Return to: Jerry M. Slusky, Slusky Law, LLC, 17445 Arbor Street, #300, Omaha, NE 68130

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR FALLING WATERS**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters ("Second Amendment") is made effective as of the 1st day of July, 2007, by Dial Harrison, L.L.C., a Nebraska limited liability company, the Declarant ("Declarant") as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters recorded as instrument #2006070429 in the Register of Deeds Office of Douglas County, Nebraska (the "Declaration").

RECITALS

WHEREAS, Section 2, Article VI, provides covenants for the above ground finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, for R4 Single Family Housing; and

WHEREAS, the Declarant desires to amend such section to decrease the required square footage on R4 Single Family Housing on certain lots within Falling Waters; and

WHEREAS, such amendment shall apply to Lots 46-50 and 115-121 of Falling Waters; and

WHEREAS, the undersigned execute this Second Amendment with the express intent that the Declaration, as amended herein, be valid and binding upon Lots 46-50 and 115-121, and that each Declarant and Owner of a Lot upon which the Declaration

and any amendments are recorded be bound by the duties and obligations and have all rights and benefits set forth therein.

NOW, THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters is hereby amended as follows:

"The above ground finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, on Lots 46-50 and 115-121 will be not less than 2000 square feet on a two-story house."

Except as provided in this Second Amendment, all other terms and conditions of the Declaration and First Amendment remain unchanged, in full force and effect, and enforceable in accordance with the laws of the State of Nebraska and the terms of the Declaration as previously amended.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the 29 day of October, 2007.

DIAL HARRISON, L.L.C.

By: [Signature]
Its: Mgr. - Member

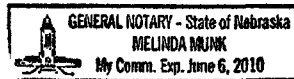
State of Nebraska)
) ss:
County of Douglas)

The foregoing instrument was executed before me, a notary public in and for the State of Nebraska, by Patrick G. Day on behalf of and as the duly authorized representative of Dial Harrison, L.L.C., and he acknowledged that execution of the foregoing is his voluntary act and deed in his authorized capacity on behalf of the Declarant. Such representative is personally known to me, or was identified to me through satisfactory evidence to be the identical person executing this instrument.

Wherefore I set my hand and seal this 29 day of October, 2007.

[Signature]
Notary Public

7832-5/#17871





MISC 2009009878



FEB 04 2009 15:22 P 19

misc
19
179
184.50 FB *see below*
JA

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/4/2009 15:22:38.03



2009009878

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FALLING WATERS**

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters (this "Third Amendment") is made as of this ____ day of November, 2008, by Dial Harrison, L.L.C., a Nebraska limited liability company (the "Declarant"), together with the additional signatories hereto.

PRELIMINARY STATEMENT

WHEREAS, on or about June 22, 2006, Declarant caused to be recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters with the Douglas County Register of Deeds, Instrument Number 2006070429 (the "Declaration") for the purposes of governing the ownership and use of the real estate subject thereto, which, as replatted, is legally described as follows:

- ✓ *(129)* Lots 46 - 172, inclusive, and Outlots B and C, in Falling Waters, a Subdivision located in Douglas County, Nebraska as surveyed, platted and recorded. *OC-11945*
- ✓ *(10)* Lots 1 - 4, inclusive, Lot 6, Lot 7, Lots 9 - 27, inclusive, and Lots 30 - 44, inclusive, of Replat 1 in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. *OC-11946*
- ✓ *(4)* Lots 1 - 3, inclusive, and Outlot A of Replat 2, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. *OC-11947*
- ✓ *(2)* Lots 1 and 2, Replat 3, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. *OC-11948*
- ✓ *(2)* Lots 1 and 2, Replat 4, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. *OC-11949*
- ✓ *(2)* Lots 1 and 2, Replat 5, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded. *OC-11950*

Upon recording return to:
Mark LaPuzza
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

✓ 10/6 880

WHEREAS, the Declaration contains ambiguous language and scrivener's errors which the Declarant desires to correct;

WHEREAS, Declarant subsequently caused the recording of a First Amendment to the Declaration, recorded on November 8, 2007, at Instrument Number 2007125917 (the "First Amendment") and a Second Amendment to the Declaration, recorded on November 19, 2007, at Instrument Number 2007129298 (the "Second Amendment");

WHEREAS, the First Amendment and the Second Amendment inadvertently and mistakenly failed to incorporate references to the correct lots for indexing purposes;

WHEREAS, the Declarant, pursuant to Article X, Section 3 of the Declaration, reserves the right to amend the Declaration in its discretion;

WHEREAS, Article X, Section 3 of the Declaration further provides that the Declaration may be amended by a writing signed by "not less than seventy percent (70%) of the Lot Owners;" and

WHEREAS, the Declarant, together with the undersigned, desire to amend the Declaration, the First Amendment and the Second Amendment for the purposes of clarifying the terms thereof, as amended, and for the purposes of supplementing the Declaration for the benefit of the owners of real estate subject thereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Definitions. Except as context clearly requires otherwise or as terms are otherwise defined herein, capitalized terms used in this Third Amendment shall be ascribed the same meaning as set forth in the Declaration.
2. Rescission of Amendments. The First Amendment and the Second Amendment are hereby rescinded and terminated, and shall be of no further force and effect. Pursuant to this Section, no provision of the First Amendment to the Declaration or the Second Amendment to the Declaration shall be effective upon the real estate subject to the Declaration.
3. Amendment. The Declaration shall be amended in the following particulars:
 - a. Article I, Section 3 of the Declaration shall be deleted in its entirety and replaced as follows:

Section 3. "Properties" shall mean and refer to that certain real estate described as follows:

Lots 46 - 172, inclusive, and Outlots B and C, in Falling Waters, a Subdivision located in Douglas County, Nebraska as surveyed, platted and recorded.

Lots 1 - 4, inclusive, Lot 6, Lot 7, Lots 9 - 27, inclusive, and Lots 30 - 44, inclusive, of Replat 1 in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 - 3, inclusive, and Outlot A of Replat 2, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 and 2, Replat 3, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 and 2, Replat 4, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Lots 1 and 2, Replat 5, in Falling Waters, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

b. Article VI, Section 2 of the Declaration shall be deleted in its entirety and replaced as follows:

Section 2. The above ground finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1. Lots 51 - 114 and Lots 122 - 172
 - a) One Story House 1650 sq. ft. min. main floor
Exclusive with attached garage (garage area must be approximately at the same level as the main floor)
 - b) One and ½ Story House 2400 sq. ft. min. above grade
 - c) Two Story House 2400 sq. ft. min. above grade

For each dwelling, there must be erected a private garage for not less than three (3) cars (each car stall to be a minimum size of ten feet by twenty-one feet)

- 2. Lots 46 - 50 and Lots 115 - 121
 - a) One Story House 1500 sq. ft. min main floor
Exclusive with attached garage (garage area must be approximately at the same level as the main floor)
 - b) One and ½ Story House 2000 sq. ft. min. above grade

- c) Two Story House 2000 sq. ft. min. above grade

For each dwelling, there must be erected a private garage for not less than two (2) cars (each car stall to be a minimum size of ten feet by twenty-one feet).

- 3. Lots 1 - 4, 6, 7, 9 - 27, 30 - 44, Replat 1 and Lots 1 - 3, Replat 2

1200 sq. ft. Total area above grade

For each dwelling, there must be erected a private garage for not less than two (2) cars (each car stall to be a minimum size of ten feet by twenty-one feet).

- c. Article VI, Section 11 of the Declaration shall be deleted in its entirety and replaced as follows:

Section 11. A dwelling on which construction has begun shall be completed within one (1) year from the date upon which the foundation of such dwelling was commenced. A tree of a caliber of not less than three (3) inches must be planted in the front yard of each Lot within one (1) year of the substantial completion of the dwelling or occupation thereof, whichever occurs first.

- d. Article VI, Section 16 of the Declaration is hereby deleted in its entirety.

- e. The following language shall be added to the Declaration immediately following the last sentence of Article X, Section 3:

Without limiting the foregoing, Declarant shall retain the right to amend the Declaration to add to or subtract from the Properties any real estate owned by Declarant, to increase or reduce minimum square footage requirements of the Declaration, or to modify or remove design and construction standards.

- 4. Except as expressly amended herein, the Declaration shall continue in full force and effect according to its terms.

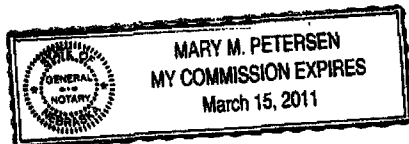
DIAL VILLAS AT HARRISON, L.L.C., a
Nebraska limited liability company, Owner of Lots
1 - 4, inclusive, 6, 7, 9 - 27, inclusive, 30 - 43,
inclusive, Replat 1, Lots 1 - 3, inclusive, Replat 2,
Lots 1 and 2, Replat 5

By: _____
Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of November,
2008, by Patrick G Day, MANAGER of Dial Villas at
Harrison, L.L.C., a Nebraska limited liability company, on behalf of the Company.

Mary M Petersen
Notary Public



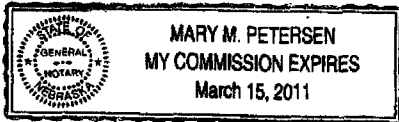
ROCKBROOK BUILDERS L.L.C., a Nebraska
limited liability company, Owner of Lots 89, 105,
110, 143, 147, 153, 165, 166

By: *[Signature]*
Its: *Manager*

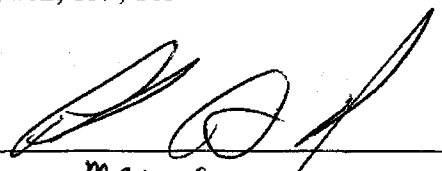
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of November,
2008, by *Patrick G. Day*, *Manager* of Rockbrook
Builders L.L.C., a Nebraska limited liability company, on behalf of the company.

Mary M Petersen
Notary Public

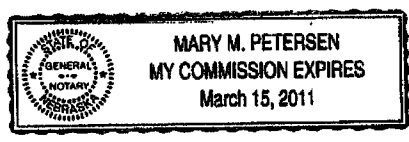


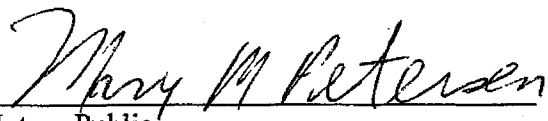
DIAL - HARRISON MODEL HOMES, L.L.C.,
a Nebraska limited liability company, Owner of
Lots 56, 58, 93, 102, 139, 163

By: 
Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of November, 2008, by Patrick C. Day, Manager of Dial - Harrison Model Homes, L.L.C., a Nebraska limited liability company, on behalf of the Company.



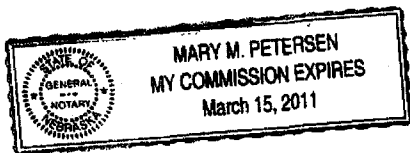

Notary Public

BLACKTIE BUILDERS L.L.C., a Nebraska limited liability company, Owner of Lots 77, 95, 112, 113, 160 - 162, inclusive, 167, 169

By: *[Signature]*
Its: *Manager*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of Nov, 2008, by Patrick C. Ray, Manager of Blacktie Builders L.L.C., a Nebraska limited liability company on behalf of the Company.



Mary M. Petersen
Notary Public

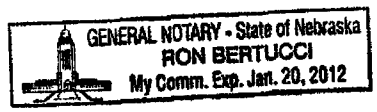
CHARTER WEST NATIONAL BANK, Owner of
Lots 66, 82, 96, 101, 104, 106, 140, 152 and 164

By: Stephen D. Bell
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of
November, 2008, by Stephen D. Bell,
President of Charter West National Bank.

Ron Bertucci
Notary Public



Francis J. Gutchewsky
Francis J. Gutchewsky, Owner of Lot 157

Delorus E. Gutchewsky
Spouse of Francis J. Gutchewsky, Owner of Lot 157

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by Francis J. Gutchewsky.

Lori Miles
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by Delorus E. Gutchewsky, spouse of Francis J. Gutchewsky.

Lori Miles
Notary Public



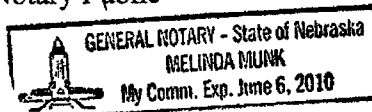
GATEWAY HOMES, INC., a Nebraska corporation, Owner of Lots 69, 80, 83, 88, 91, 94, 103, and 138


By: *[Signature]*
Its: CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of November, 2008, by Kevin Heber, CEO of Gateway Homes, Inc., a Nebraska corporation, on behalf of the corporation.

Melinda Munk
Notary Public

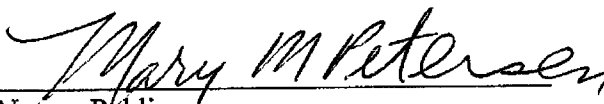




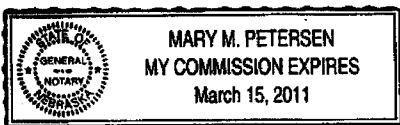
Theodore R. Lowndes, Owner of Lot 54

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1 day of Dec, 2008, by Theodore R. Lowndes, an unmarried person.



Notary Public

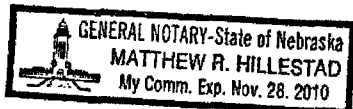


PROLINE CUSTOM HOMES, INC.,
Owner of Lot 49

By: John Barrett
Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1 day of December, 2008, by John C Barrett,
_____ of Proline Custom Homes, Inc., on behalf of the Corporation.

GENERAL NOTARY-State of Nebraska
MATTHEW R. HILLESTAD
My Comm. Exp. Nov. 28, 2010

Matthew R. Hillestad
Notary Public

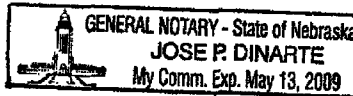
Matthew B. Reiser
Matthew B. Reiser, Owner of Lot 145

Amanda L. Reiser
Amanda L. Reiser, Owner of Lot 145

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of December, 2008, by Matthew B. Reiser.

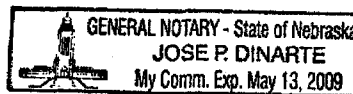
[Signature]
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of December, 2008, by Amanda L. Reiser.

[Signature]
Notary Public

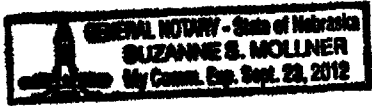


Todd Mollner
Todd Mollner, Owner of Lot 122

N/A
SPOUSE (if any), Owner of Lot 122

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of DECEMBER, 2008, by Todd Mollner.



Suzanne S. Mollner
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of _____, 2008, by _____, (spouse of Todd Mollner, if any).

N/A

Notary Public

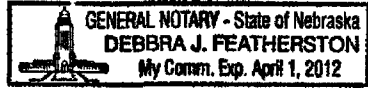
[Signature]
Jason L. Halm, Owner of Lot 100

[Signature]
Tina Halm, Owner of Lot 100

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of December, 2008, by Jason L. Halm.

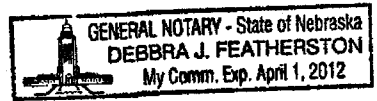
[Signature]
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of December, 2008, by Tina Halm.

[Signature]
Notary Public



Tony Anderson

Tony Anderson, Owner of Lot 142

Paula Anderson

Spouse of Tony Anderson, Owner of Lot 142

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by Tony Anderson, a married person.

Richard King

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by Paula Anderson, spouse of Tony Anderson.

Richard King

Notary Public





MISC 2013018921



FEB 26 2013 08:59 P 3

Fee amount: 22.00
FB: 0C-11945
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/26/2013 08:59:41.00



2013018921

Recording Requested by and
Return to:
John Thor Haarala
Mutual of Omaha LoanPro, LLC
17041 Lakeside Hills Plaza
Omaha, NE 68130

ASSIGNMENT OF DECLARANT RIGHTS

This Assignment of Declarant Rights is made and entered into by and between Dial Harrison, LLC, a Nebraska limited liability, and MUTUAL OF OMAHA LOANPRO, LLC, a Nebraska limited liability company, whose address is Mutual of Omaha Plaza, Omaha, NE 68175 ("LoanPro").

RECITALS

A. Dial Harrison, LLC, is the Declarant under that Declaration of Covenants, Conditions, Restrictions And Easements For Falling Waters ("Declaration"), which document was recorded on July 5, 2006, at Instrument No. 2006075199 of Douglas County records.

B. The Declaration concerns the real property in Douglas County, Nebraska described on the Attached **Exhibit A**.

C. Dial Harrison, LLC, desires to assign all of its rights as Declarant under the Declaration to LoanPro, and LoanPro desires to accept this assignment of Declarant rights.

ASSIGNMENT


Dial Harrison, LLC, declares as follows:

Effective January 30, 2013, and ratified effective with the execution of this document, Dial Harrison, LLC, as Assignor, does hereby assign and set over to LoanPro, as Assignee, all of Assignor's rights as Declarant under the Declaration, and by signing below, Assignee accepts such assignment of Assignor's rights. Such Declarant rights shall specifically include all rights of the Declarant under the Declaration.

The parties cause this Assignment of Declarant Rights to be signed in its corporate name by its duly authorized officer as of the date set forth in the notary acknowledgement below.

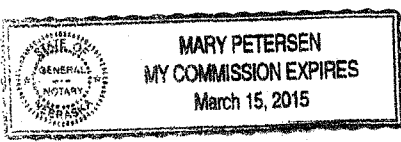
Assignor:


DIAL HARRISON, LLC, a Nebraska limited liability company,

By: 
Name: Patrick G. Day
Its: Managing Member

STATE OF NEBRASKA)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of January, 2013, by Patrick G. Day Managing Member of Dial Harrison LLC, a Nebraska limited liability company.

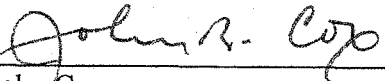



Notary Public

Assignee:

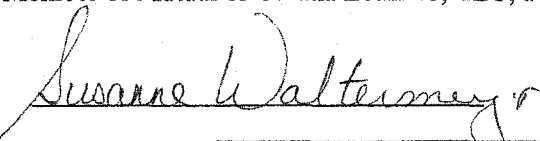
MUTUAL OF OMAHA LOAN PRO, LLC, a Nebraska limited liability company,

By: Omaha Financial Holdings, Inc., a Nebraska Corporation,
Its: Sole Member

By: 
Name: John Cox
Its: Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of January, 2013, by John Cox, Vice President of Omaha Financial Holdings, Inc., the Sole Member of Mutual of Omaha LoanPro, LLC, a Nebraska limited liability company.


Notary Public

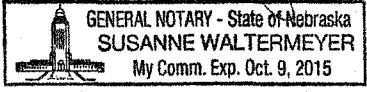


Exhibit "A"

Lots 46 – 172 and Outlots "B", and "C" Falling Waters, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11945)

Lots 1 – 4, 6, 7, 9 – 13, 15 – 17, 19 - 24, 26, 27 and 30 - 44 Falling Waters Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11946)

Lots 1, 2, and 3 and Outlot "A", Falling Waters Replat Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11947)

Lots 1 and 2, Falling Waters Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11948)

Lots 1 and 2, Falling Water Replat Four, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11949)

Lots 1 and 2, Falling Waters Replat Five, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11950)

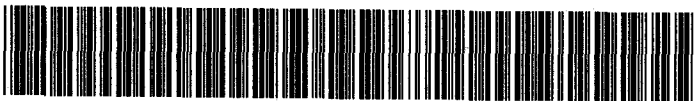
Lots 1 and 2, Falling Waters Replat Six, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11951)

Lots 1 and 2, Falling Waters Replat Seven, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11952)

Lots 1 and 2, Falling Waters Replat Eight, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11953)



MISC 2013018922



FEB 26 2013 08:59 P 7

Fee amount: 46.00
FB: OC-11945
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/26/2013 08:59:41.00



2013018922

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment") is made and entered into as of the 15th day of February, 2013 (the "Effective Date"), by and between MUTUAL OF OMAHA BANK, a federally chartered savings bank ("MOB"); MUTUAL OF OMAHA LOANPRO, LLC, a Nebraska limited liability company ("LoanPro"), assignee of DIAL HARRISON, L.L.C., a Nebraska limited liability company ("Dial Harrison"), and BSR-FW, LLC, a Nebraska limited liability company ("BSR-FW").

RECITALS

WHEREAS, Dial Harrison executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated February 27, 2006, and recorded July 5, 2006, as Instrument No. 2006075199, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("2006 Declaration"), which encumbered the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-28 and Lots 30-42 of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1-3 and Outlot A of Replat 2 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated effective March 1, 2007, and recorded November 8, 2007, as

After recording, return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

Instrument No. 2007125917, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("First Amendment"), with respect to the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1, 2, 3, 4, 6, 7, 9-27 and Lots 30-42 of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (Lots 5 and 8 are vacated);

Lots 1-3 and Outlot A of Replat 2, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1 and 2, Replat 3, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated effective July 1, 2007, and recorded November 19, 2007, as Instrument No. 2007129298, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("Second Amendment"), with respect to the following described real estate:

Lots 46-50 and Lots 115-121 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated November ____, 2008, and recorded February 4, 2009, as Instrument No. 2009009878, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("Third Amendment"), with respect to the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-4, inclusive, Lots 6 and 7, Lots 9-27, inclusive, and Lots 30-44, inclusive, of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-3, inclusive, and Outlot A of Replat 2, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1 and 2, Replat 3 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1 and 2, Replat 4 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1 and 2, Replat 5 of Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the 2006 Declaration, First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, the purpose of the Declaration is to provide for the preservation of the values and amenities of Falling Waters, for the maintenance of the character and residential integrity of Falling Waters, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Falling Waters; and

WHEREAS, Dial Harrison is the Declarant under the Declaration; and

WHEREAS, pursuant to Article X, Section 5 of the Declaration, the Declarant may assign its rights and obligations under said Declaration; and

WHEREAS, Dial Harrison has assigned all of its Declarant rights and obligations under the Declaration to LoanPro as to the real estate described on the attached Exhibit "A" pursuant to an Assignment of Declarant Rights dated effective January 30, 2013; and

WHEREAS, MOB is a related entity to LoanPro and the owner and successor in interest of Dial Harrison with respect to numerous lots in Falling Waters; and

WHEREAS, LoanPro: (a) is the holder of all the Declarant rights and obligations established in the Declaration with respect to the real estate described on the attached Exhibit "A"; and (b) has not assigned, encumbered or transferred any of its rights as the Declarant or obligations under the Declaration as to the real estate described on Exhibit "A" as of the Effective Date; and

WHEREAS, LoanPro seeks to assign to BSR-FW, all of its rights and obligations as Declarant under the Declaration, including, but not limited to, all easement rights, responsibilities and obligations created in the Declaration; and

WHEREAS, MOB consents to the foregoing assignment of the Declarant rights to BSR-FW.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LoanPro and BSR-FW agree as follows:

1. Assignment of Declarant Rights. LoanPro hereby assigns, without warranty, to BSR-FW all of its rights, obligations and responsibilities as Declarant under the Declaration.

2. Representations of LoanPro. LoanPro hereby represents and warrants to BSR-FW that: (a) it has not assigned or encumbered any of its rights or responsibilities as the Declarant under the Declaration; and (b) it has the authority to assign all of its rights and responsibilities, if any, under the terms and conditions set forth in the Declaration to BSR-FW.

3. BSR-FW's Assumption. BSR-FW hereby acknowledges the assignment of all of the Declarant's rights, responsibilities and obligations under the Declaration and agrees to assume all of the rights, responsibilities and obligations as created in said Declaration from and after the date hereof.

4. MOB Consent to Assignment. MOB hereby consents to the assignment of the Declarant rights to BSR-FW.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Nebraska.

6. Effective Date. This Assignment shall become effective on the date provided above as the Effective Date.

7. Incorporation of Recitals. All of the Recitals set forth in this Assignment so labeled are incorporated into and made a part of this Assignment.

8. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

MUTUAL OF OMAHA BANK, a federally chartered savings bank

By: John R. Cox
Name: John R. Cox
Title: Senior Vice President

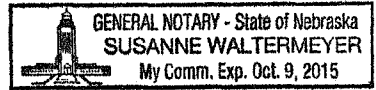
MUTUAL OF OMAHA LOANPRO, LLC,
a Nebraska limited liability company
By: Omaha Financial Holdings, Inc., a Nebraska Corporation,
Its: Sole Member

By: John R. Cox
Name: John R. Cox
Title: Senior Vice President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of February, 2013,
by John R. Cox, SVP of MUTUAL
OF OMAHA BANK, a federally chartered savings bank, on behalf of the bank.

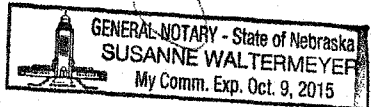
Susanne Waltermeyer
Notary Public



STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of February, 2013,
by John R. Cox, Senior Vice President of Omaha Financial Holdings, Inc., sole member of
MUTUAL OF OMAHA LOANPRO, LLC, a Nebraska limited liability company, on behalf of the
limited liability company.

Susanne Waltermeyer
Notary Public



ACCEPTANCE OF ASSIGNMENT

The undersigned, BSR-FW, LLC, a Nebraska limited liability company, hereby accepts
the Assignment of Declarant Rights.

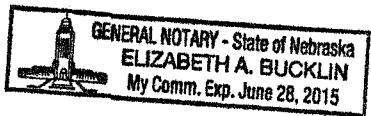
Dated this 15 day of February, 2013.

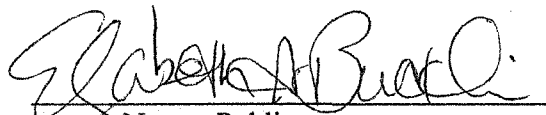
BSR-FW, LLC, a Nebraska limited liability
company

By: Dennis Van Moorbeek
Name: DENNIS VAN MOORBEEK
Title: MANAGER

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 15, 2013 by Dennis Van Moorleghem, Manager of BSR-FW, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Dennis Van Moorleghem personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.





Notary Public

Exhibit "A"

Lots 46 – 172 and Outlots "B", and "C" Falling Waters, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11945)

Lots 1 – 4, 6, 7, 9 – 13, 15 – 17, 19 - 24, 26, 27 and 30 - 44 Falling Waters Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11946)

Lots 1, 2, and 3 and Outlot "A", Falling Waters Replat Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11947)

Lots 1 and 2, Falling Waters Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11948)

Lots 1 and 2, Falling Water Replat Four, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11949)

Lots 1 and 2, Falling Waters Replat Five, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11950)

Lots 1 and 2, Falling Waters Replat Six, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11951)

Lots 1 and 2, Falling Waters Replat Seven, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11952)

Lots 1 and 2, Falling Waters Replat Eight, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11953)