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Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements, of the Still Water Lake Development, located in Douglas County, Nebraska

This Declaration of Covenants, Conditions, Restrictions, and Easements of the Still Water Lake Development, a subdivision, located in Douglas County, Nebraska (the "Declaration") is made by Still Water Lake, LLC, a Nebraska limited liability company (the "Declarant").

PRELIMINARY STATEMENT

Declarant previously executed and recorded the Declaration of Covenants, Conditions, Restrictions, and Easements of the Still Water Lake Development on June 15, 2023, as Instrument No. 2023042176 in the office of the Register of Deeds of Douglas County, Nebraska (the "Original Declaration"). This Declaration amends, restates, and supersedes the Original Declaration in its entirety; provided, however, that this restatement does not release, extinguish, or otherwise affect any right, assessment, violation, approval, or obligation that accrued under the Original Declaration before this Declaration was recorded.

The real property encumbered by and subject to this Declaration, generally known as the Still Water Lake Development (the "Subdivision"), is located within Douglas County, Nebraska and is legally described as follows:

See Exhibit A attached hereto and incorporated herein.

This Subdivision is, or will be, divided into residential lots and outlots as identified in the Subdivision's plat(s), filed from time to time, and certain other adjacent parcels which intend to become part of the Subdivision. Subject to the restrictions herein and in Article VI, Paragraph 4 of this Declaration, the Subdivision and property subject to this Declaration may be expanded, reduced, or otherwise modified in size by the Declarant from time to time under such terms and conditions established by the Declarant, without consent or approval of any Lot Owner (the "Owner") or the Still Water Lake Homeowners Association, Inc. (the "Association"). Such

expansion(s) may be effected from time to time by Declarant's recordation with the Register of Deeds of Douglas County, Nebraska, of an amended Declaration of Covenants, Conditions, Restrictions and Easements or other similar agreement, executed and acknowledged, setting forth the identity of the additional residential lots and detailing such changes or modifications to this Declaration, including adjustments of the Common Areas as determined appropriate by the Declarant (hereinafter the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall, unless otherwise provided in the Subsequent Phase Declaration, be considered to be and shall be included in the "Lots" for purposes of this Declaration, and the Owners of the additional residential lots may be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association. In the event of any conflict between this Declaration and any Subsequent Phase Declaration, the terms and conditions of the Subsequent Phase Declaration shall control. It is recognized that the Declarant's efforts to expand the size of the lake and common areas is a benefit to all existing and future Owners. Any Owner, other than the Declarant, wishing to alter, modify, or otherwise divide lot boundaries must obtain the prior written approval of the Association and the Declarant.

The current and future Owners of the property within the areas described in Exhibit A desire to provide for the preservation of the values and amenities of the Subdivision, as well as for the maintenance of the character and residential integrity of the Subdivision. After the filing and acceptance of this Declaration, from time to time, the Declarant may convey the portions of the common areas to the Association; provided, however, that the Declarant shall have an easement to alter, amend, reshape or otherwise redefine the common areas for the period of Declarant Control set forth in Article VI, Paragraph 4 of this Declaration.

The Owners hereby declare that each Lot shall be held, sold, distributed, and conveyed subject to the following covenants, conditions, restrictions, and easements (collectively, the "Covenants" or the "Declaration"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These Covenants shall run with such Lots and shall be binding upon all parties having or acquiring any title or interest in each Lot, or any part thereof. 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 Lots merely as a lessee or 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). In order to manage the lake and common facilities within the Subdivision, the Declarant will cause incorporation of the Still Water Lake Homeowners Association, Inc., a Nebraska Nonprofit Corporation (the "Association"). Each Lot shall be subject to all of the following conditions and other terms as stated herein and as may be adopted in the future by the Declarant or the Association as allowed herein:

ARTICLE I.
Restrictions and Covenants

1. **Residential Use; Limited Use Approvals.** Each Lot shall be used exclusively for single-family or townhome lakeside residential purposes, except as expressly provided in this Declaration or pursuant to a Limited Use Approval granted in accordance with this Section. No multi-family residential use or other residential arrangement shall be permitted without the prior written approval of the Declarant during the Declarant Control Period or, thereafter, the Board.

   During the Declarant Control Period, the Declarant may approve a limited home occupation or other activity incidental and subordinate to the residential use of one or more Lots pursuant to a written Limited Use Approval. Following expiration of the Declarant Control Period, the Board may grant a Limited Use Approval upon the affirmative vote of not less than seventy-five percent (75%) of the entire Board.

   A Limited Use Approval may be granted only upon a written determination that:

   (a) the proposed activity is incidental and subordinate to the primary residential use of the applicable Lot or Lots;
   (b) the proposed activity will not materially alter the residential character of the Subdivision or unreasonably interfere with the use and enjoyment of any other Lot;
   (c) the size, location, configuration, improvements, parking capacity, and other physical characteristics of the applicable Lot or Lots are sufficient to accommodate the proposed activity;
   (d) the activity will not result in unreasonable traffic, parking, noise, vibration, lighting, odor, waste, runoff, signage, outdoor storage, or other adverse effects;
   (e) the Owner and operator have obtained, and will continuously maintain, all permits, licenses, zoning approvals, and other governmental authorizations required for the activity; and
   (f) the activity otherwise complies with the conditions imposed in the Limited Use Approval.

   The Declarant or Board, as applicable, may impose any conditions it determines reasonably necessary to protect the residential character, safety, appearance, and property values of the Subdivision, including limitations concerning the identity of the operator, the location and manner of operations, hours, customer or delivery traffic, employees, parking, signage, insurance, indemnification, environmental protections, and the duration of the approval.

   Unless expressly stated otherwise in the Limited Use Approval, each Limited Use Approval shall be personal to the approved Owner and operator; limited to the Lot or Lots identified in the approval; nontransferable; subject to modification, suspension, or revocation for noncompliance; and automatically terminated upon a change in ownership of any approved Lot, a change in the operator, discontinuation of the approved activity for twelve (12) consecutive months, or expiration or revocation of any required governmental authorization.

The granting of a Limited Use Approval shall not amend or waive any provision of this Declaration, create a commercial-use classification for the applicable Lot or Lots, constitute approval of any different or expanded activity, or establish a precedent requiring approval of any activity on another Lot. Each request shall be evaluated independently based upon the nature of the proposed activity, the physical characteristics of the affected property, its anticipated effect on the Subdivision, and the conditions reasonably necessary to protect the other Owners.

No Limited Use Approval shall authorize any activity prohibited by applicable zoning, building, environmental, licensing, or other governmental requirements. Approval by the Declarant or Board shall not constitute a representation that the proposed activity complies with such requirements, and the Owner and operator shall remain solely responsible for obtaining and maintaining all required governmental approvals.

If the Declarant has not assigned its rights under this Section and ceases to exist before expiration of the Declarant Control Period, the authority granted to the Declarant under this Section shall pass to the Board.

2. During Declarant Control, the Declarant shall constitute and control the Association's Design Review Board (the "DRB") and may serve as its sole member or appoint and remove one or more DRB members. The Declarant may delegate in writing to the DRB authority to conduct day-to-day review and approval of improvements, particularly improvements proposed after completion of a residence. Unless the Declarant delegates final approval authority in writing, the Declarant retains final approval authority over the initial residence and any addition to a residence. After Declarant Control, the Board shall appoint the DRB, and the DRB shall exercise the approval authority assigned under this Declaration. All improvements within the Subdivision shall be submitted to the DRB and approved by the party holding final approval authority under this paragraph. An improvement includes, but is not limited to, a building, driveway, patio, patio enclosure, pool, fence, retaining wall, dock, shore wall, landscaping, or other external improvement, above or below the ground. Owners desiring to erect improvements shall deliver plans to the DRB. Subject to the Declarant's retained authority during Declarant Control, the DRB shall have absolute discretion to waive, alter, or modify the restrictions and guidelines in these covenants. Construction of all residences must be started within thirty-six (36) months of the date that the Lot was originally purchased from the Declarant. The Declarant retains the sole and exclusive right to grant written extensions of this time-to-build restriction. Once construction starts on a Lot, the construction process should be completed within twenty-four (24) months. If an Owner fails to construct their residence within the approved time-to-build restriction, the Association shall have the right to suspend said Owner's access to the lake and other common areas until the Owner has substantially completed construction of their residence.

3. The DRB shall review and approve or disapprove plans based upon whether the submitted documents conform to the general design parameters described in Section 12 of this Article (the "General Design Parameters"). The DRB may delegate preliminary review to an

architect or engineer. During Declarant Control, final approval authority over the initial residence and any addition to a residence shall rest with the Declarant unless the Declarant delegates that authority in writing to the DRB. The DRB shall exercise final approval authority over other improvements to the extent delegated by the Declarant and, after Declarant Control, over all improvements. The DRB shall make a good faith attempt to reach a decision within ten (10) business days. Construction shall not commence until written approval has first been obtained from the party holding final approval authority and the Owner has fulfilled all governmental requirements to pull a building permit. The DRB or Declarant, as applicable, may order removal of any improvements commenced without the required prior approval at the Owner's sole cost and expense.

4. Prior to the construction of any residence or subsequent addition to any residence on any Lot, the Owner shall submit to the DRB, in an easily readable electronic format, a set of building plans for review and for any final approval required from the Declarant under Sections 2 and 3 of this Article. Plans are required to show the site plan depicting all improvements, floor plans declaring associated square footage, elevations showing all four sides, and exterior materials. Plans shall also include any alterations of the site topography and must include erosion control measures that will contain the erosion of soil from the Lot onto the street, beachfront area, or abutting properties. Use of railroad ties for erosion control is not permitted. The Owner will be responsible for installing and maintaining a sidewalk along with a minimum of one 3-inch-caliper tree on the street side of their Lot.

5. Damage to roads by trucks and equipment used in construction is the responsibility of the Owner. To minimize damage to the road, we are requiring that all construction vehicles and equipment shall have a suitable staging area provided by each Owner on the Owner's property. Notwithstanding the foregoing, the Owner shall indemnify and hold harmless the Association and/or Declarant ("Indemnitee") for any and all damages to the Indemnitee's property, or for any costs or expenses caused by Owner, the Owner's contractors, agents, or others constructing the Owner's residence or for any construction-related activities commenced on the Owner's behalf.

6. City Requirements. All buildings within the Subdivision shall be constructed in conformity with the requirements of the applicable building codes of the City of Valley, Nebraska. Public 5' sidewalks shall be installed during the construction of the dwelling as required by the City of Valley, Nebraska.

7. Grading. The Declarant shall have the exclusive right to establish grades and slopes for all Lots within the property and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the property.

8. The Owner must pay a $750 design review fee per lot ("Review Fee") and a $1,500 Refundable Cleanup Fee ("Cleanup Fee") to the Declarant prior to commencing the design review. The Owner will also be required to pay a utility Facility Fee: $1,650 per lot at closing on all initial Lot purchases to the Declarant.

9. No part of any residence, accessory building, or any other temporary or permanent structure of any kind may be erected or maintained on any of the Lots nearer to the front Lot line than 20 feet, nor nearer to the rear Lot line than 25 feet, nor nearer to the side Lot line than 5 feet. Provided, however, that the DRB shall, as it deems appropriate in its sole discretion, have the power to change any building line on any Lot upon written request of the Owner. Declarant to construct a vinyl ribbed shore wall near the rear of any applicable rear lot lines. Rear lot lines may change over time on lakes due to wave action or wind. The Owner(s) agree to assume full responsibility for the maintenance and any and all liabilities arising from or relating to the shore wall. An Owner(s) will also be required to indemnify and hold harmless the Declarant, the DRB, the Association, the City of Valley, Hampton Development Services, Inc., and Robert D. Hampton from any and all liabilities arising from or related to the shore wall.

10. Fences will only be allowed in the back yard and must be no more than 15' from the shore wall with a 4' wide entrance gate. Fence material must be wrought iron looking black aluminum. All fencing must conform to applicable City and County codes.

11. Each Owner is responsible for all sediment and erosion control on their Lot. Material (dirt or sand) shall not be allowed to wash into the lake. Each Owner shall direct all drainage on their Lot to the lake. Unless waived by the Declarant or the DRB, as applicable under Section 2 of this Article, all down spouts and other storm water collection points must be piped to the lake to minimize erosion via an at least 4-inch PVC or similar high-quality, non-corrugated smooth interior drainage pipe on each side of a Lot. Owners are encouraged to work with neighboring homeowners to share drainage solutions on common lot lines and shall cooperate with neighboring homeowners and the Association in the event any repairs or other similar improvement efforts require reasonable access on boundary lines. Any proposed joint or shared draining solutions must still be approved by the Declarant or the DRB, as applicable under Section 2 of this Article, prior to construction.

12. Exterior Materials/Design Style. Materials required/permitted on the exterior surface of all residences:

Masonry
Unless a waiver is provided by the Declarant, the front façade of all residences is required to be finished with a minimum of ten percent (10%) brick or stone (cultured or natural), established as a percent of the total exterior wall surface of the residence. The masonry must be present on the front street side.

Stucco/EIFS
Shall be permitted in combination with the minimum requirements for masonry.

Cement Board Products, LP Smartside, or Real Wood Siding
Shall be permitted in combination with the minimum requirements for masonry and trim.

Windows/Doors
Windows and doors must be of aluminum clad or vinyl construction. Windows are to be organized with regulating lines to form well-proportioned compositions.

Roofs
The roof of each residence may incorporate a pitch as dictated by the style of the home, utilizing heavy composite asphalt (min. 30-year warranty), concrete, clay tile or galvalume metal. No exposed metal pipe chimneys allowed on outside of homes.

Garages & Accessory Buildings
Garages and accessory buildings must be finished in materials of a similar quality and complementary to the residence, as approved by the Declarant. Traditional Morton buildings or Tuff Shed's, for example, would not be approved.

13. All residences must have a minimum first floor square footage of at least 1,200 square feet for ranch style designs, and at least 1,400 square feet for a 1.5 or 2 story house designs.

14. The landscape plan, including any proposed lawn space, must include $500 worth of trees and shrubs and be submitted to the DRB for review and approval in accordance with Section 2 of this Article. Minimum of one tree, 3" caliper, installed on front street side. Only lawn sod as opposed to natural seeding shall be permitted. Sod shall be installed on the front, side(s), and the rear of the residence. Seeding is allowed on the first 20 feet from the Lake shoreline or a portion of the shoreline may be sand and native plant material (deep rooted water grasses) to minimize shoreline erosion. This will also help promote the growth of other aquatic plants at the water's edge which will further minimize shoreline erosion. It will also provide habitat for other aquatic life. In order to protect the lake ecosystem, Owners must use only non-phosphate fertilizers.

15. 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 three square feet, advertising a Lot or home as "For Sale."

16. Repair of any boats, automobiles, motorcycles, trucks, or other vehicles between 8:00 p.m. and 6:00 a.m. shall be prohibited. Broken down vehicles, boats, etc., shall not be visibly stored, parked, or abandoned on any Lot.

17. No incinerator or trash burner shall be permitted on any Lot. No standard refuse totes, garbage or trash cans or similar containers shall be permitted in the front of the lot, except for pickup purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubbish, or cuttings shall be dumped on any street, road, Lot, outlot, or common area. If adopted by the Association, all trash and refuse must be disposed in accordance with the rules and regulations of the Association, including limiting use to any approved vendors of the Association. Non-approved vendors will not be permitted access to the Subdivision.

18. Exterior LED lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb other Owners or those using the lake at night. Each residence shall have 6" Tall, appropriately downlighted street addresses displayed on the home's exterior.

19. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any Lot, except for a modest doghouse. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the DRB.

20. Vacant Lots, outlots, and common areas shall not be used for dumping of lawn grass, earth or any waste materials, unless designated by Declarant, and invasive grasses, weeds, or similar vegetation must be controlled on vacant Lots and shall not be allowed to reach a height in excess of twelve (12) inches.

21. No structure of a temporary character, carport, trailer, or outbuilding shall be erected upon or used on any Lot at any time, either temporarily or permanently. A temporary job trailer or cargo container will be allowed during construction of the Owner's home or for the Declarant's use.

22. An 8-foot-long by 12-foot-wide dock will be allowed parallel to the rear Lot line for either (i) a pontoon boat no longer than 14 feet powered by an electric motor or by a gas motor not exceeding 5 HP, or (ii) a fishing boat permitted under the Rules and Regulations. A 12-foot by 12-foot platform is allowed parallel to the rear Lot line for fishing, swimming, or ease of use for SUP boards, kayaks, canoes, or pedal boats.

23. All persons and their watercraft using the lake and other common facilities must comply with the Association's Rules and Regulations, known as the Rules and Regulations of the Still Water Lake Subdivision (the "Rules and Regulations"), as may be amended from time to time. Additionally, all watercraft operating on the lake must comply with applicable laws, regulations, and ordinances, including, but not limited to, the rules of the Nebraska Boating Guide.

24. Except for the pontoon boats and fishing boats expressly permitted by Section 22 of this Article, the Lake is limited to SUP boards, kayaks, canoes, pedal boats, and other non-motorized recreational watercraft. All watercraft used on the Lake must comply with all applicable laws, regulations, ordinances, and the Association's Rules and Regulations, as amended from time to time.

25. All Owners and any other person or entity using or entering the Subdivision shall be responsible for taking reasonable steps to ensure the safety of all Association Members and guests. Any condition or obstruction within the Subdivision that may pose a risk of safety to the Owners or their guests shall be reported to the Association's Board

immediately. Furthermore, each Owner shall take reasonable steps to warn or otherwise abate the condition or obstruction until the Board has had time to address the situation.

26. The Board shall have the authority to adopt and enforce Rules and Regulations that are in the best interests of the Owners, even though not explicitly set forth herein. No Owner shall face any discipline under a new rule or regulation until such rule or regulation has been adopted by a majority of the Board, and the Owner has been informed of such a new rule or regulation.

27. No motor vehicles 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 or their guests. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept, or maintained in any yards, driveways, or streets. However, this shall not apply to trucks, tractors, or commercial vehicles that are necessary for the construction of residential dwellings or other Improvements during the period of construction.

28. Use of the lake and common facilities by the Owners and their guests, agents, or invitees, is permitted as a revocable privilege. However, the Association may revoke this privilege as to specific Owners or any other person or entity for violations of the Covenants or Rules and Regulations, only as provided in this Declaration, the Rules and Regulations, and the Association's Bylaws.

29. Each Owner is required to carry an Umbrella Liability Policy, as outlined in the Association's Rules and Regulations, naming the Association, the Declarant, Hampton Development Services, Inc., and each entities respective officers and directors as additional insureds.

30. No residence or Lot shall be rented or leased for any consideration whatsoever to any other person, firm, or corporation for a period of less than one (l) year with the exception of Declarant approved Lots where short-term rentals will be permissible. Single Room Rentals will not be allowed. Additionally, no Lot shall be sub-divided or otherwise modified without prior approval from the Declarant.

31. In order to maintain a stable lake ecosystem, no person may dump bait or introduce foreign fish, such as minnows, into the Lake. Heat-pump discharge into the Lake is permitted. Special care must be taken not to introduce zebra mussels into the Lake. See the Rules and Regulations for detailed information.

32. In the event of a fire emergency, Owners will allow the fire department access to the lake via their property.

33. In addition to any other remedy available to the Association, in the event any Owner of a Lot fails or refuses to perform any required maintenance or upkeep of any landscape screen or general maintenance obligations, the Association after seven (7) days' notice to the Owner in default, may perform the required work or maintenance. The actual cost of

performing the work or maintenance together with a 15 percent (15%) administration fee shall be the personal obligation of the Owner who is or was the Owner of such Lot at the time of such failure to maintain, and shall bear interest at the rate of 14 percent (14%) per annum and a lien may be assessed on the Lot.

34. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs unless prevented by causes beyond the control of the Owner.

35. No solar panels shall be allowed unless the panels are located and mounted flat against the roof.

36. No satellite dish, wiring or antennas for electrical power, telephone, television, radio or similar purpose shall be permitted above ground, except where such wiring, antenna or satellite dish is enclosed within a structure. The only exceptions are:

a. A satellite dish, not to exceed twenty-four (24) inches in diameter, may be attached outside to the dwelling, but the dish must be screened so as to be as unobtrusive as is reasonably possible. Starlink, Direct TV, and Dish are permitted within these parameters.
b. A low profile "over-the-air" television antenna may be attached to the exterior of the dwelling, but the antenna must be screened so as to be as unobtrusive as is reasonably possible.

ARTICLE II.
Still Water Lake Homeowners Association Inc.

1. The Association has as its purpose for the promotion of the health, safety, recreation, welfare and enjoyment of the Subdivision for the benefit of the Owners, residents, and their family. The Association shall have all lawful authority, including, but not limited to, the following:

a. To promulgate, enact, amend, and enforce the Rules and Regulations relating to the use and enjoyment of the lake and common facilities. The Rules and Regulations may permit or restrict use of the lake and common facilities by Owners, their families, their guests, and/or by other persons. Guests and other persons may be required to pay a fee or other charge in connection with the use or enjoyment of the lake and common facilities;

b. To promulgate, enact, amend and enforce the Rules and Regulations relating to collecting dues for the operation and maintenance of the lake and common facilities;

c. To acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up, and replace, if practical, the lake and common facilities for the general use, benefit, and enjoyment of the Owners. The lake and common facilities may include but are not limited to the lake, playgrounds and parks, dedicated and non-dedicated roads, pathways, entry areas, green areas, and signs and entrances for the Subdivision. The Association shall be responsible for the management and maintenance of any Wetland mitigation site established during development of the Subdivision. The lake and common facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property; and

d. To enforce this Declaration and the Rules and Regulations, with authority to bring the appropriate court action, including an action for a temporary restraining order, preliminary injunction, or permanent injunction enjoining such violations.

2. Except for the Class B voting rights stated below, there shall be only one vote for each Lot. The Owner of each Lot shall automatically be a member of the Association. Should more than one person hold fee title to a Lot, the co-owners must designate a single voting member, in writing, and provide said designation to the secretary of the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The Association shall have two classes of voting membership:

Class A. Class A membership shall include all Association Members of the Association except Declarant and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one (l) vote for each Lot. Lots temporarily owned by Contractors will not be allowed to vote. No Owner shall be entitled to vote if all dues and assessments levied against the Owner are not fully paid. The Board may also suspend a Member's voting privileges for a violation of the Association's Rules and Regulations only after notice and a hearing and for a period not to exceed sixty (60) days, consistent with the Association's Bylaws.

Class B. Class B membership shall include only the Declarant and any successor in interest. The class B member shall be entitled to ten (10) votes for each Lot of which the Declarant is the recorded Owner.

3. The Association shall have all of 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 to administer the affairs of the Association. Board membership and terms may be staggered and allocated among the different additions to the Subdivision, as may be provided for in any Subsequent Phase Declaration, or Association bylaw. The powers and duties to be exercised by the Board, and upon authorization of the Board by the officers of the Association (the "Officers"), shall include but shall not be limited to the following:

a. The Association or Managing Agent shall prepare, approve, and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue

and expenses on an accrual basis; (2) the amount of any cash reserves of the Corporation currently available for replacement or major repair of the Common Areas and for contingencies; and (3) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement, or additions to major components of the Common Areas;

b. The acquisition, development, maintenance, repair, replacement, operation, and administration of the lake, wetlands, lake amenities, and any other common facilities, and the enforcement of the Rules and Regulations regulating the lake, wetlands, and common facilities;

c. The Annual Base Assessment is for the following purposes:

1) Maintenance, cleanup, testing and treatment of the Lake;
2) Removal or control of algae, aquatic weeds, debris and undesirable vegetation of the Lake;
3) Chemical treatments and water-quality management of the Lake;
4) Maintenance, repair, and cleanup of common-area landscaping, signs, lighting, beaches, recreational amenities, entrances, boulevards, and other Common areas;
5) Mowing, trimming, fertilizing, weed control and chemical applications within Common areas;
6) Operation, maintenance and repair of common-area irrigation and sprinkler systems;
7) Snow and ice removal from Association-owned or Association-maintained common areas; and
8) Insurance, utilities, administration, professional services; and reasonable operating and capital reserves related to the lake and common areas.

The Annual Base Assessment does not include an Owner's individual lot lawn care, irrigation maintenance, shore wall maintenance, or driveway or sidewalk snow removal per the Association's Rules and Regulations unless the Association expressly offers such services for an additional fee.

d. Declarant shall have the exclusive right to designate a single provider of refuse service within the Subdivision. The cost of the service shall be paid for by each member of the Association directly to the designated refuse service provider. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Subdivision. The rights of the Declarant under this paragraph to designate a refuse service provider may be assigned to the Association when residences shall have been placed or constructed upon all of the lots with the Subdivision and Declarant no longer has any interest in any of the Subdivision;

e. Shall be installed and controlled by each Owner through the Owner's water meter. Water will be paid for by each Owner. Declarant shall have the exclusive right to designate

a single provider of sprinkler service within the Subdivision. The cost of the service shall be paid for by each member of the Association directly to the designated sprinkler service provider along with maintenance, repairs, fall shutdown, and spring startups costs. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Subdivision. The rights of the Declarant under this paragraph to designate a sprinkler service provider may be assigned to the Association when residences shall have been placed or constructed upon all of the lots with the Subdivision and Declarant no longer has any interest in any of the Subdivision;

f. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments;

g. The expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association, including payment for purchase of insurance covering any common facility against property damage and casualty and purchase of liability insurance coverages for the Association, the Board, and the Association Members;

h. 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;

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

j. 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;

k. The employment of professionals and consultants to advise and assist the Officers and the Board in the performance of their duties and responsibilities for the Association. The Board shall have the right to hire a management company to manage and operate all or part of the lake and common facilities and to assist in the collection of dues;

l. The nomination of such committees as deemed necessary to carry out the purposes of the Association.

m. 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;

n. 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;

o. The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in the Subdivision; and

p. The maintenance of the property line between the property and the adjacent property, and the Association may take reasonable shoreline protection measures to prevent erosion, prevent trespass into the lake or onto the property, and to protect against unlicensed use of the lake and the property. The Association may assess the costs of any such improvement and charge the Association Members as provided elsewhere in these Covenants.

4. From time to time, the Association may create a schedule of fines for violation of the Rules and Regulations or of any of the Covenants contained herein, which fines shall be treated and invoiced as an additional assessment to the offending Owner.

5. The Association may fix, levy, and charge the Owner of each Lot with dues and assessments under this Declaration as now existing or as revised and amended in the future as permitted herein. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board and shall be payable at the times and in the manner prescribed by the Board.

6. Notwithstanding any other provision of this Declaration, the Board may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

7. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. All successors or assigns of the Owner 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. Failure to pay dues and assessments may result in foreclosure proceedings against the Owner, revocation of all lake and common facilities privileges, and any other legal remedies or punishments allowed by the Association's Rules and Regulations.

8. The dues collected by the Association may be committed and expended to accomplish any of the lawful purposes of the Association.

9. Unless excess dues have been authorized by the Association Members in accordance with Section 11 below, the regular annual dues, which may become due and payable in any year, shall not exceed:

a. Four Hundred and no/100 dollars ($400.00) per Lot per year paid biannually, or

b. One hundred ten percent (110%) of the dues charged in the previous calendar year ("Annual Dues").

The Annual Base Assessment shall be used for the maintenance, operation, protection, appearance and improvement of the Subdivision's common areas. The Association may increase the annual assessment in accordance with these Covenants and the Association's Bylaws when reasonably necessary to meet increased operating, maintenance, insurance, reserve or capital-repair costs.

10. In addition to the Annual Base Assessment, the Board may levy special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of the lake improvements and amenities, and of any other common facility, including fixtures and personal property related thereto, access roads, the Wetland mitigation site upon assignment to the Association, and related facilities. The aggregate special assessments in each calendar year shall be limited to One thousand and no/100 dollars ($1,000.00) per Lot. This amount shall increase by 5% each year, regardless of whether an assessment was made the prior year.

11. With the written approval of sixty-seven percent (67%) of the votes of the Association Members, the Board may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Any installment of dues or assessments that are not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is lower, compounded annually. The Association may bring an action at law or equity against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs, and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the lake or common facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs, and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

ARTICLE III.
Association Rules and Regulations

The Association will establish the initial Rules and Regulations of the Subdivision. At the time an Owner purchases, the Owner shall request the then current Rules and Regulations for the use of the lake, and will acknowledge receipt of such Rules and Regulations by executing the appropriate receipt. All Owners are hereby notified that they, their guests, agents or invitees are

bound by the Rules and Regulations established by the Association, as such rules are now stated and hereafter amended from time to time.

ARTICLE IV.
Easements

A perpetual license and easement is hereby reserved to erect and operate, maintain, repair, and renew buried or underground sanitary sewers, storm sewers, roads and common driveways, water and gas mains and cables, lines or conduits and other electric current for light, heat, and power; for all telephone, telegraph, and message services; for the transmission of signals and sounds of all kinds, including signals provided by a cable television system; and for the reception on, over, through, under, and across land abutting boundary lines of the Lots, as platted and recorded.

1. Access Easements. A nonexclusive easement in, to, over and across the Common Areas for vehicular and pedestrian ingress and egress.

2. Term of Easements. The easements set forth herein shall continue in favor of the respective grantees in perpetuity. By taking title subject to this Declaration, each subsequent Owner shall be deemed to have joined in the grant of the easements set forth herein.

3. Construction Easements. Declarant shall have the right to grant nonexclusive easements over any portion of the Common Areas or other portions of the property owned by Declarant for the purpose of storing materials and performing any work to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of any and all improvements on the Common Area or other portions of the property, subject to such reasonable limitations imposed by Declarant on the exercise of such easement rights.

4. Shoreline Easements. A 20' easement will exist along all shorelines and will be maintained by the Owner. All shore walls installed must be maintained by the homeowner.

5. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the property, each Owner who is the titleholder of one of the adjoining Lots shall have an easement for the maintenance, repair, and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the Lot. Any expense of maintenance, repair, or replacement of the utility line shall be borne equally by the Owners of the adjoining Lots. The provisions of this Article IV shall not operate to relieve any Owner from any liability which such Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

ARTICLE V.
Property Rights

Each Owner and Co-Owner or the family members of the Owner and Co-Owner residing on the Owner's Lot, shall have a nonexclusive revocable right and easement to use and enjoy the lake and common facilities in common with other Owners, subject to the following:

1. The Rules and Regulations of the Association relating to the use and enjoyment of the lake and common facilities. Such rules and regulations shall apply uniformly to all Owners, and shall not authorize exclusive use of any part of the lake and common facilities by any Owner.

2. The right of the Association or Declarant to suspend the right and easement to the use of the lake and common facilities by an Owner or any other person or entity: (i) during any period in which any dues or assessments against a Lot remain unpaid; (ii) as deemed necessary by the Declarant, or (iii) as further permitted in the Rules and Regulations of the Association.

3. Abide by Rules and Regulations relating to use and enjoyment of the lake and common facilities by invitees and guests of an Owner.

4. The Express Representation that neither Declarant, nor any other party including but not limited to Hampton Development Services, Inc., Robert D. Hampton, or any division or affiliate thereof, makes no express or implied warranty and each of them expressly disclaims warranties of any kind that any mining or industrial activities, the construction of the water areas, or placement of stripping dirt and fine sand in or on the Property is suitable for the construction of residences or other improvements or for any other use whatsoever including but not limited to recreational use or that the Property meets or complies with any Federal, State, or local regulation, statute, ordinance, or guideline regarding the use of any portion of the Property. Owners expressly release and shall hold Declarant, Hampton Development Services, Inc., Robert D. Hampton, and any division or affiliate of each of them, including any successor and assign of each of them, harmless from any and all claims, actions, judgments, liability and costs arising or of any use or development or attempted use or development of the Property by any person. The hold harmless obligations provided for in this paragraph shall also include an obligation to hold harmless from any and all claims, actions, suits, and costs incurred by Declarant, Hampton Development Services, Inc., Robert D. Hampton, or any division or affiliate or successor of any of them, for any claim, assertion, suit, or action relating to or in any way attendant to personal injuries or damages, arising from or related in any way to any activities permitted as a result of the easements or access granted by these Covenants.

ARTICLE VI.
General Provisions

1. Additional Real Estate. The Declarant may add additional real estate to the property or the Common Area, at any time, without the consent of the Owners or any other party. Additions shall be made by the execution and recordation of this Declaration upon such additional real estate.

2. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Owner of a Lot named herein shall have the right to enforce by any proceeding at law or in equity, all covenants, conditions, restrictions, and easements now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover dues or damages for such violation.

3. FAILURE BY THE DECLARANT OR BY ANY OWNER TO ENFORCE ANY COVENANT, CONDITION, RESTRICTION, OR EASEMENT HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

4. THE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND IN PERPETUITY. THIS DECLARATION MAY BE AMENDED BY DECLARANT IN ANY MANNER WHICH IT MAY DETERMINE TO BE NECESSARY IN ITS FULL AND ABSOLUTE DISCRETION FOR ANY REASON FOR TEN (10) YEARS FROM THE DATE THIS AMENDED AND RESTATED DECLARATION IS RECORDED WITH THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA (THE "RESTATEMENT RECORDING DATE"), AND THEREAFTER THE DECLARANT SHALL HAVE THE RIGHT TO AMEND UNTIL ALL LOTS HAVE BEEN SOLD AND THE DECLARANT FILES A STATEMENT EXPRESSING DECLARANT'S ELECTION TO RELINQUISH ALL RIGHTS AS THE DECLARANT, OR FOR A PERIOD OF TWENTY (20) YEARS FROM THE RESTATEMENT RECORDING DATE, WHICHEVER FIRST OCCURS (THE PERIOD OF "DECLARANT CONTROL"). FOR PURPOSES OF THIS PARAGRAPH, ALL "LOTS SOLD BY DECLARANT" SHALL NOT INCLUDE LOTS SOLD TO CONTRACTORS FOR FUTURE CONSTRUCTION OF HOMES. THEREAFTER THIS DECLARATION MAY BE AMENDED BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOTS COVERED BY THIS DECLARATION.

5. Still Water Lake, LLC, its successors, or assigns shall have the right to transfer status as Declarant to a successor or assign. Still Water Lake, LLC, 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. If Declarant has not transferred its status as Declarant to a successor, and upon the filing of a Notice of Termination, the Board shall appoint the Association or another entity, association, or individual to serve as Declarant, and such

appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Until the Board appoints a successor Declarant, the Association shall automatically accept and serve as the interim Declarant. If the Declarant has not appointed a successor under this Declaration, upon the dissolution of Declarant, the Association shall serve as the Declarant.

6. All affiliates and divisions of the Declarant, Hampton Development Services, Inc., and Robert D. Hampton are intended to be third party beneficiaries of these Covenants and all references to the Declarant shall include the affiliates and divisions of Declarant, or Hampton Development Services, Inc. and each of them as if each was the same party.

7. INVALIDATION OF ANY COVENANT, CONDITION, RESTRICTION, OR EASEMENT SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS HEREOF, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

8. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of November, 2026.

STILL WATER LAKE, LLC,
a Nebraska limited liability company, Declarant

By: _____
Robert D. Hampton, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of November, 2026, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Robert D. Hampton as Manager of Still Water Lake, LLC, to me personally known, who being by me duly sworn, executed the foregoing instrument.

GENERAL NOTARY - State of Nebraska
KATHERINE A. REHAN
My Comm. Exp. April 17, 2030

_____
Notary Public

Exhibit "A"

LOTS 3 THROUGH 8, 12, 13, 19, 24 THROUGH 27, 30, 33 THROUGH 38 AND OUTLOTS A AND B, STILL WATER LAKE,
TOGETHER WITH LOTS 1 AND 2, STILL WATER LAKE REPLAT 1,
AND TOGETHER WITH LOTS 1 THROUGH 4, STILL WATER LAKE REPLAT 2,
AND ALSO TOGETHER WITH LOTS 1 THROUGH 4, STILL WATER LAKE REPLAT 3,
AND ALSO TOGETHER WITH LOTS 1 THROUGH 3, STILL WATER LAKE REPLAT 4,
AND ALSO TOGETHER WITH LOTS 1 THROUGH 4, STILL WATER LAKE REPLAT 5,
ALL SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF OUTLOT B, STILL WATER LAKE;
THENCE SOUTH 89°57'30" EAST FOR 164.61 FEET;
THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING SOUTH 67°21'23" EAST FOR 322.83 FEET) FOR AN ARC LENGTH OF 331.36 FEET;
THENCE SOUTH 44°45'17" EAST FOR 625.64 FEET;
THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;
THENCE NORTH 44°45'17" WEST FOR 160.00 FEET;
THENCE SOUTH 45°14'43" WEST FOR 297.77 FEET;
THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING SOUTH 05°49'03" EAST FOR 295.58 FEET) FOR AN ARC LENGTH OF 338.66 FEET;
THENCE SOUTH 35°04'26" WEST FOR 405.95 FEET;
THENCE NORTH 00°07'48" EAST FOR 397.58 FEET;
THENCE NORTH 28°33'13" WEST FOR 138.81 FEET;
THENCE NORTH 89°52'18" WEST FOR 198.52 FEET;
THENCE NORTH 00°06'41" EAST FOR 12.19 FEET;
THENCE NORTH 12°07'59" EAST FOR 101.95 FEET;
THENCE NORTH 00°42'53" WEST FOR 104.44 FEET;
THENCE NORTH 88°52'43" WEST FOR 19.57 FEET;
THENCE NORTH 00°07'02" EAST FOR 667.04 FEET TO THE POINT OF BEGINNING.
CONTAINS 598,838 SQUARE FEET OR 13.747 ACRES.