

**Article I.
Restrictions and Covenants**

Currently reads:

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

A. An owner desiring to erect an Improvement shall deliver one set of construction plans, landscaping plans and plot plans to Declarant located at Cormac Company, 16820 Frances Street, Suite 102, Omaha, Nebraska 68130, (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Crystal Creek Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or 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.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots or ten (10) years from the date hereof, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III, Homeowners Association, herein.

Proposed Amendment would add:

F. A freestanding flagpole may be installed only after securing prior written approval of the

“Declarant”. Plans for the installation must be submitted using the Crystal Creek Property Improvement form; any necessary permits will be the responsibility of the owner. Flags must be well maintained.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number

**Article I.
Restrictions and Covenants**

Currently reads:

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles be abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

Proposed Amendment to read:

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of seven (7) days shall be permitted on any Lot at any time; nor shall vehicles be abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number

**Article I.
Restrictions and Covenants**

Currently reads:

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

Proposed Amendment to read:

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than thirty (30) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number

**Article I.
Restrictions and Covenants**

Currently reads:

13. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building

line. Fences shall be composed only of white PVC fencing to exactly match the perimeter fence of the subdivision and must be 5 feet in height. No fence shall be of the chain link or wire type.

Proposed Amendment to read:

13. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Fences shall be composed only of white PVC fencing four (4) to six (6) feet in height. No fence shall be of the chain link or wire type.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number

**Article I.
Restrictions and Covenants**

Currently reads:

22. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently.

No storage sheds of any type will be permitted on any residential Lot in Crystal Creek. Any owner may erect a swing set or playground equipment on a Lot only after securing the prior written approval of the Declarant. Plans for any improvement must be submitted to the Developers located at Cormac Company, 16820 Frances Street, Suite 102, Omaha, Nebraska 68130.

Proposed Amendment to read:

22. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently. Storage sheds up to 100 sf in size may be constructed. The structure must match the existing residence and comply with the guidelines set forth in Article I, Paragraph 6. Any owner may erect a swing set or playground equipment on a Lot only after securing the prior written approval of the Declarant. Plans for any improvement must be submitted using the Crystal Creek Property Improvement form.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number

**Article V.
General Provisions**

Currently reads:

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. This Declaration may be

amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended or, after twenty-five (25) years, terminated, by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots. Provided, however, that the provisions of Article I, Paragraph 22 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five (75%) of the owners of the Lots.

Proposed Amendment to read:

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended or, after twenty-five (25) years, terminated, by an instrument signed by the owners of not less than fifty-one percent (51%) of the Lots. Provided, however, that the provisions of Article I, Paragraph 22 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or fifty-one (51%) of the owners of the Lots.

I vote in favor of the proposed amendment:

Yes

No

Homeowner Signature

Homeowner Printed Name

Homeowner Address and/or Lot Number