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May 13, 2011

Dickinson's Landing Homeowners Association, Inc.
17330 West Center Road
P.O. Box 174
Omaha, NE 68130

To Whom It May Concern:

As requested, we have reviewed the copies of the following documents which were provided to us by the Dickinson's Landing Homeowners Association, Inc. (the "Board"): the Declaration of Covenants, Conditions, Restrictions and Easements for Dickinson's Landing recorded on September 9, 1994, the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded on October 21, 1997, and the Assignment and Assumption of Declarant Rights recorded on May 13, 2004 (collectively, the "Declaration"). The Board has asked that we review the Declaration in order to determine whether it has expired. The Board has asked us to limit our review to the Declaration provided.

Article V, Paragraph 2 (General Provisions) of the Declaration, as amended, reads as follows:

The covenants and restrictions of this Declaration shall run with an[d] bind the land for a term of twenty (20) years from the date this Declaration is recorded. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. Declarant may, for a period of ten (10) years from the date hereof, amend Article I, paragraph 2 [(minimum size requirements)] for a maximum of ten (10) lots by reducing the square foot requirements by a maximum of ten (10%) percent. Until such time as all lots are improved, Declarant shall have the right to waive any one or more of the restrictions and covenants of Article I, except paragraph 2 thereof for hardship or other good cause.

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It is our understanding that no action has been taken by the owners of seventy-five percent (75%) of the lots of the subdivision or more to terminate or amend the Declaration. As a result, the term of the Declaration automatically renewed, pursuant to the foregoing paragraph, on September 8, 2004 for a ten (10) year period. Unless amended or terminated by seventy-five percent (75%) or more of the owners of lots in the subdivision, the Declaration will automatically renew for another successive ten (10) year period on September 8, 2014.

If you have any questions or comments regarding this letter, please feel free to e-mail or call me.

Best regards,



Troy F. Meyerson
FOR THE FIRM

TFM/jh

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*We are in effect until
Sept 8, 2024*