



Instrument #: 202621394

Date: Fri Sep 04 15:07:33 CDT 2026

Amber Houghtaling

County Clerk/Register of Deeds

RC

Pages: 13

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPRINGVIEW, A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by MDC PMG, LLC a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 94, inclusive and Outlots A through G, inclusive, Springview, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska being a platting of Tax Lot 37A1A1A, in the Southeast Quarter of Section 24, Township 13 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Lots are situated in SPRINGVIEW, a residential subdivision situated in Sarpy County, Nebraska and herein referred to as "SPRINGVIEW". The Declarant desires to provide for the preservation of the values and amenities of SPRINGVIEW, for the maintenance of the character and residential integrity of SPRINGVIEW, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of SPRINGVIEW.

NOW, THEREAFTER, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, 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 restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
DEFINITIONS

1. "Association" shall mean and refer to the SPRINGVIEW Homeowners Association, Inc. a Nebraska nonprofit corporation, its successors and assigns.
2. "Owner" shall mean and refer to:
 - (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
 - (b) The purchaser, whether one or more person or entities, under a recorded contract for sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.
3. "Properties" shall mean and refer to:

Lots 1 through 94, inclusive and Outlots A through G, inclusive being a platting of Tax Lot 37A1A1A, in the Southeast Quarter of Section 24, Township 13 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.
4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one or two parcels resulting from a Lot split and Outlots all in the Subdivision.
5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling and a certificate of occupancy issued for such dwelling.
6. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
7. "Common Area" shall mean and refer to Outlots A-G, SPRINGVIEW and any improvements thereon, to the extent such outlots are owned by the Association, and any additional real property owned by the Association. The Association shall maintain the Common Area.
8. "Common Facilities" shall include parks, dedicated and non-dedicated roads, walking trails (including 6' wide and 8' wide trail segments), mailboxes, mailbox structures, green areas, signs, and entrances for SPRINGVIEW and other improvements and facilities owned by the Association and/or Sanitary and Improvements District No. 387 of Sarpy County, Nebraska (SID 387) including, without limitation, the Common Area.
9. "Ground Floor Finished Living Area" shall mean the space of a dwelling at the ground level as viewed from the front elevation, which is intended for human occupancy and is heated and cooled by a permanent system, has finishes consistent with that of a dwelling in a

similar price point and is directly assessable from another finished living area. Said space is exclusive of attics, porches of any type, garages, porte-cocheres, storage areas, decks and patios.

ARTICLE II RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a Common Facility, church, school or park, or for other nonprofit use.

2. No residence, building, fence wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, 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 as follows:
 - (a) An Owner desiring to erect an Improvement on any Lot shall email a set of construction plans, detailed landscaping plans and plot plans to Declarant (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.

 - (b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior improvements which have been 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 the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within SPRINGVIEW subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome house, A-frame houses, and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, 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 emailed to the owners. Such notice shall be emailed if at all within thirty (30) days after the date of

submission of the plans. If notice of approval is not emailed 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 the approval or disapproval of any proposed Improvements. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect of any proposed Improvement.

- (e) Dwelling construction requirements are as follow:

Lots 1-94 (SPRINGVIEW)

Minimum Ground Floor Finished Living Area (SF)

1 Story	1,500 SF
1.5 Story	950 SF
2 Story	950 SF

Dwelling Setbacks (feet from property line)

Front	25
Side	7
Street Side	15
Rear	25

Architectural Details: Front elevations shall be covered with 30% or more brick and/or stone. Two or Three Car Garages allowed. No wood shake shingles, Architectural Shingles black or weathered wood in color will be approved by the Declarant. Street side exposed foundation shall be covered with brick or stone. No vinyl siding. All driveways shall be constructed of concrete. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, stucco or other material approved in writing by Declarant.

Fencing: No fence shall be installed without prior approval from Declarant. All fencing shall be constructed of black wrought iron or aluminum 4 to 6 feet in height. All perimeter fencing shall be aluminum 6 feet in height to maintain a consistent view from 132nd Street and Pflug Road.

Notwithstanding the forgoing requirements, the Declarant, in its sole discretion, shall have the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

- (f) Landscape plan submitted: as per Section (a) above, the plans shall conform to the following standards:
- Plans shall indicate any grade changes, wall and berms.
 - Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs and

perennials/groundcovers. A minimum of one (1) tree shall be planted in the front yard and one (1) tree shall be planted in the rear yard of each property.

- Landscaping shall be installed during the first available planting season following substantial completion of building.
 - All swimming pool plans shall be approved by the Declarant and shall not extend more than one foot above ground level.
 - Minimum tree size is a 1' caliper B&B
 - No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant.
 - No wall shall exceed a height of six (6) feet unless otherwise approved by Declarant. All walls must be of brick, concrete, concrete pavers, limestone or other approved interlocking materials. No wood/railroad tie walls will be allowed.
3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling which does not exceed two and one-half stories in height.
 4. 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 an way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. The foregoing restriction in this Article II, Section 4 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if an, by Declarant, or its agents and assigns, during the development and sale of Lots.
 5. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any lot. Notwithstanding the foregoing, an antenna or dish that is designed to receive over the air video programming signals that does not exceed one meter in diameter, and that is attached directly to the residence may be permitted provided that the location and size of the proposed antenna or dish is first approved by Declarant or its assigns. No tree house, tool shed, doll house, windmill, exterior solar heating or cooling devices, or similar structures shall be permitted on any Lot.
 6. 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 offensive to the neighborhood be visibly stored, parked or 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.
 7. 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 non-commercial 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 Article II, Section 7 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 Springfield, Nebraska.

8. No incinerator, trash burner or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. 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. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.
9. 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.
10. Construction must commence within one (1) year from closing date and any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
11. A public sidewalk shall be constructed of concrete a minimum width of four (4) feet in front of each Lot and upon each street side of each corner lot, except that a six (6) foot sidewalk shall be constructed adjacent to Lots 14-18 and 88-94.. The sidewalk shall be placed six and a half (6.5) 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; provided, however, this provision shall vary to comply with any requirements of the City of Springfield.
12. Repair or replacement of driveway approaches shall be of concrete and the responsibility of the Lot Owner. No asphalt overlay of driveway approaches will be permitted.
13. The walking trails and sidewalks within the development shall be used for walking, biking and any non-motorized vehicles. ATV's, UTV's, golf carts, mini bikes, dirt bikes, go-carts, electric scooters and motorized skateboards are not permitted on the walking trails or sidewalks.

14. 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 or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed to be kept on any Lot, including pot-bellied pigs.
15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as not to be visible from the street. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
16. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
17. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article I. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along public sidewalk easement area on their Lot. Should any of such trees, shrubs or bushes be removed, die or deteriorate into poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement as allowed hereinafter.
18. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant of the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

ARTICLE III
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of SPRINGVIEW Homeowners Association, a Nebraska not-for-profit corporation (herein referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of SPRINGVIEW, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as walking trails, playgrounds and parks; dedicated and nondedicated roads, green areas, signs and entrances for SPRINGVIEW. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary and Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to 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 SPRINGVIEW; and the protection and maintenance of the residential character of SPRINGVIEW.

2. Membership and Voting. The Owner of each Lot shall be a Member of this Association. The Association shall include further phases of SPRINGVIEW as may be developed by the Declarant. 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 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.

The Owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association, except that the Declarant shall have three votes for each Lot owned by the Declarant until the total number of Lots owned by non-Declarants equals 80% of the total number of Lots included in the Association (including further phases of SPRINGVIEW as developed by the Declarant), at which time all Lots shall be entitled to one vote.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, as in effect from time to time and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlots and other public property and improvements on parks or public property within or near SPRINGVIEW.

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 Facility against property damage and casualty, and purchase of liability insurance coverage 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 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.

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.

5. Mandatory Duties of Association. The Association shall maintain and repair any entrance landscaping, entrance monuments, parks, trees, shrubs and signs that have been installed by Declarant in generally good and neat condition and any property or lots which the Association may own.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments 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. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. 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. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues or assessments.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11 below, the aggregate annual dues which may become due and payable in any year shall not exceed Two Hundred Dollars (\$200.00) per Lot.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or 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 any Common Facility, including fixtures and personal property related thereto, and related facilities. In addition to the annual dues fixed in accordance with Article III, Section 10, above, the aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot unless the Board decides by unanimous vote to exceed such amount.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, 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 for the charge and lien provided for herein by nonuse of the 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 rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust

given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. EASEMENTS

1. Easements are provided for in the final plat of SPRINGVIEW which is filed in the Register of Deeds of Sarpy County, Nebraska (Instrument No. 202620914)

ARTICLE V. GENERAL PROVISIONS

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

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the 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 by an instrument signed by owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the SPRINGVIEW subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. 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 requested waiver, modification, or amendment.

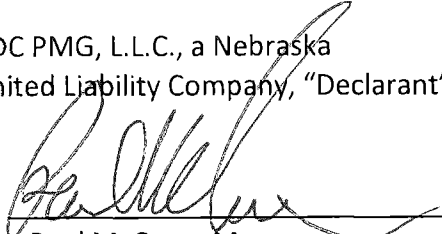
4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant shall appoint the Association or another entity, association or individual to serve

as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 27 day of July, 2026.

MDC PMG, L.L.C., a Nebraska
Limited Liability Company, "Declarant"

By: 

Paul McCune, Manager

STATE OF NEBRASKA)

) ss:

COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 27 day of July, 2026, by Paul S. McCune, personally known to me to be the Manager of MDC PMG, L.L.C., a Nebraska limited liability company and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

01350582.DOCX

State of Nebraska – General Notary
KRISTINE K. MOORE
My Commission Expires
February 18, 2027


Notary Public