Record and Return to: Lucas Burbach; 2020 Atlas Avenue, Lincoln, NE 68521

DECLARATION OF RESTRICTIVE COVENANTS
Blackhorn Reserve Addition

Recitals:

A. This Declaration of Restrictive Covenants ("Declaration") for real property located within the Blackhorn Reserve Addition and Whitehorn Reserve Addition (but for purposes of this Declaration, such property is collectively referred to herein as the "Blackhorn Reserve Addition) is made effective as of the date stated below, by LUCAS BURBACH, an individual, as the Declarant hereunder ("Declarant').

B. Declarant is the legal and equitable owner of the following described real estate located in Lancaster County, Nebraska:

SEE ATTACHED EXHIBIT A

C. Declarant is developing the Properties (as defined below) as a residential community.

D. Declarant desires to establish a uniform plan for the development of such residential community.

Therefore, Declarant hereby creates, establishes, and adopts this Declaration upon the Properties (as defined below) for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots (as defined below) and the enjoyment of the residents of said Lots, as further set forth herein:

ARTICLE I: Definitions

1.1 **Association.** Association shall mean the Blackhorn Reserve Association ("Association") a Nebraska nonprofit corporation which either shall be or has been established for the purpose of enforcing and maintaining compliance with this Declaration.

1.2 **Lot or Lots.** The term "Lot" or "Lots" used herein shall refer to Lots 1, 2, 3, 4, and 5; Blackhorn Reserve Addition, Lancaster County, Nebraska, and Lots 1, 2, and 3, Whitehorn Reserve Addition, Lancaster County, Nebraska.

1.3 **Lot Owner.** "Lot Owner" shall mean the owner of record, other than the Declarant, of a Lot located within the Properties.

1.4 **Properties.** Properties shall mean Lots 1, 2, 3, 4, 5, and Outlots B, and C; the Blackhorn Reserve Addition, Lancaster County, Nebraska, and Lots 1, 2, and 3, Whitehorn Reserve Addition, Lancaster County, Nebraska.

ARTICLE II: Association

2.1 **Association.** The Association shall be incorporated as a Nebraska nonprofit corporation formed for the purpose of enforcing this Declaration.

2.2 **Members.** Each Lot Owner shall be a member of the Association. Initially, the Declarant shall be the only voting member of the Association and shall appoint all Directors to the Board of Directors of the Association until all the Lots within the Association are owned by parties other than the Declarant, Declarant's successor or assignee, or until Declarant relinquishes such right in a writing, recorded in the Office of the Register of Deeds of Lancaster County, Nebraska ("End of Declarant Control"). After the End of Declarant Control, each Member shall be entitled to one (1) vote for each Lot in which the interest requisite for membership is held, provided however, that no more than one (1) vote shall be cast with respect to any such Lot.

2.3 **Managing Agent.** The Declarant or the Association may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Declarant or the Association. The fee charged by the Managing Agent shall be a common expense of the members.

2.4 **Annual Dues and Special Assessments.** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of the members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

2.5 **Payment of Dues, Assessments. and Special Assessments.** The members shall pay annual dues, assessments and special assessments to the Association or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur when the Lot is transferred by the Declarant. Changes in the amount of future annual dues shall be based upon an estimate of the Association's costs for the administration, maintenance and improvement of the Common Areas and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common Area operating costs may be presented to the members of the Association, and the members shall pay any excess charge to the Association within thirty (30) days of the statement.

2.6 **Budgets.** 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 Association currently available for replacement or major repair of the Common Areas and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Areas; and (4) 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.

2.7 **Additional Charges.** In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but are not limited to, the following:

2.7.1 Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;

2.7.2 Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period.

2.7.3 Costs of Suit: Costs of suit and court costs incurred as allowed by the Court;

2.7.4 Cost of Filing: Cost of filing notice of lien in the office of the Register of Deeds;

2.7.5 Interest: Interest on all dues and assessments at the rate of fourteen percent (14%) per annum, commencing thirty (30) days after the assessment becomes due; and

2.7.6 Other: Any other cost that the Association may incur in the process of collecting delinquent dues and assessments.

2.8 **Fines.** The Association may create a schedule of fines for violation of the Association governing documents, which shall include the Articles of Incorporation and Bylaws of the Association, this Declaration, and any rules and regulations created by the Association, which fines shall be treated and billed as a special assessment to the offending member's Lot.

2.9 **Assessment and Lien.** The Association hereby covenants, and each member of the Association by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant to maintain by means of payment of annual and special assessments for the administration, insurance, taxes, repair, replacement and maintenance of the Common Areas. Such annual and special assessments shall be a lien upon the Lot against which such assessments are made and shall also be the personal obligation of the member(s), who is, or was, the record owner of the Lot assessed at the time of such assessment.

2.10 **Subordinate to Mortgage.** The lien of such annual or special assessments shall be subordinated to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

2.11 **Annual Assessments.** Annual assessments shall be made by the Board of Directors of the Association for maintenance, repair or reconstruction of the common areas, including snow removal, insurance, and taxes. Assessments for capital improvements to the Common Areas may be made by the Board of Directors.

2.12 **Common Areas.** Common Areas shall mean Outlot B and C; Blackhorn Addition, Lancaster County, Nebraska.

2.13 **Conveyance of Commons.** Declarant shall convey the Common Areas to the Association within six (6) months of the End of Declarant Control (as defined above).

2.14 **Rules and Regulations.** Declarant or the Association may make rules and regulations governing the use of the Common Areas.

ARTICLE III: General Provisions

3.1 **Plan Approval.** Prior to the construction of any residence on any Lot a set of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, height, exterior material, design and plot plan for the residence to be constructed on such Lot and shall indicate the location of residence, any garage and any other structures to be placed or constructed on such Lot. The Plans shall reflect compliance with Article IV below. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. No construction of any residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within thirty (30) days from and after receipt thereof by the Declarant. Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any plans if, in the opinion of the Declarant, either the style, height, size, material or plot plan of such residence does not conform to the general standard and character of residential development of the Properties.

3.2 **Exterior Alterations.** Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be reasonably withheld.

3.3 **Grading.** Declarant reserves the sole and exclusive right to establish all grades, slopes and/or contours on all Lots and to fix the grade upon which any residence is erected or placed on any Lot. Once such grades, slopes and/or contours have been established by Declarant, they will not be changed in connection with the construction of any residence on any Lot more than two feet from the grades, slopes and/or contours established by Declarant, without prior written permission of Declarant, but in no event shall any Lot be graded or sloped to change the flow of surface waters to or from any adjoining Lots,

3.4 **Erosion Control.** Lot Owners shall be responsible at all times during construction to have in place erosion control measures including but not limited to silt fences, straw bales, or other additional measures which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant or Association shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting lots, sidewalks, or into

any street or private roadway. If upon notice from Declarant or Association to repair, maintain or take additional measures to control erosion, the Lot Owner or his/her contractor fails to comply within 48 hours of delivery of such notice, Declarant or Association may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of 14% per annum or the maximum rate allowed by law, whichever is less, until paid. Each Lot Owner, acknowledges that by acceptance of a deed to a Lot, the Lot Owner automatically assumes responsibility for continuing compliance with any NPDES SWPPP Permit requirements relating to the Lot, including but not limited to, proper maintenance of erosion control structures in place.

3.5 **Single Family Dwelling Use.** No Lot or any residence placed or constructed shall be utilized for any purpose other than for single family residential purposes. Only one residence may be built on any Lot. No condominiums, apartments, or multiple dwelling units of any kind or type shall be built on any Lot, nor shall any Lot Owner allow or permit any dwelling unit constructed on any Lot to be converted into any type of condominium, apartment or multiple dwelling unit. No business or commercial use shall be permitted on the Lot or within any structure or building, except home occupations which do not have employees on site and do not generate material traffic to or within the Properties.

3.6 **Replat.** No Lot shall be re-platted or subdivided or a portion thereof sold, transferred or conveyed without the express approval of the Declarant.

3.7 **Personal Property Storage.** No Lot may be used for storage of any personal property, except within an enclosed structure, except as the Declarant may otherwise approve in advance in writing. This includes but is not limited to trailers, non-operational vehicles, recreational vehicles, equipment, construction materials, and rubbish.

3.8 **Outside Vehicle Storage.** No cars, pickups, vehicles, maintenance equipment trucks, buses, recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers, boats, et cetera, shall be stored upon any Lot, except within an enclosed structure. Provided, such vehicles may be temporarily parked or stored upon Lots for periods of time not to exceed forty-five (45) days per year, and in no event for more than fourteen (14) consecutive days at a time. The only exception shall be motorized vehicles on a daily or regular basis or with the prior written approval of the Declarant.

3.9 **Swimming Pools and Playground.** Except as otherwise approved in writing by the Declarant prior to installation, only underground swimming pools shall be permitted to be installed on any Lot. No above-ground swimming pools shall be allowed, except if prior written approval related to the same is obtained from the Declarant. With respect to any and all swimming pool installations on any Lot, the Lot Owner must obtain prior written approval from the Declarant in accordance with Article 3.1 above, and all swimming pools must be located behind the residence and must be fenced. Any playground equipment, including but not limited to, swings and sandboxes, must be located behind the residence situated on any Lot.

3.10 **Solar Panels.** Any solar panels placed on any residence constructed on any Lot shall be mounted flush with the roof of such residence and shall not be located along any exterior wall of such residence nor in any yard of any Lot. The Association may adopt rules and regulations governing the installation, location, and appearance of any solar panels installed within the Properties.

3.11 **Nuisance.** No noxious or offensive trade, activity or practice shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

3.12 **Signs.** No advertising signs, billboards, or other advertising devices shall be permitted on any Lot, except (i) a yard sign placed by the Lot Owner adverting such Lot is for sale and (ii) a yard sign placed by the general contractor during construction on a lot; provided such permitted signs may not be larger than 24 inches by 36 inches. Declarant may erect signs of any size advertising Lots for sale within the Properties, and a sign advertising a single Lot for sale may be erected upon any Lot.

3.13 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. The only animals permitted outside the dwelling unit shall be cats, dogs, chickens, and horses. Each Owner shall be entitled to a maximum of four (4) dogs or cats per Lot unless approved in writing by the Declarant. Each Owner shall be entitled to a maximum of ten (10) chicken per Lot unless approved in writing by the Declarant. Each Owner shall be entitled to a maximum of three (3) horses per Lot unless approved in advance writing by the Declarant. Animals shall be kept in a secure and sanitary building. No free-range chickens are permitted in front yards, and all animals shall be confined to the area owned by the particular owner of such animal unless the owner or family member is accompanying the animal and has the animal under safe control. No dog runs shall be located in a front yard nor within five feet of a side Lot line unless in the back yard. No other livestock or animals not expressly referenced may be kept on a Lot unless first approved in writing by the Declarant.

3.14 **Sanitation** No Lot may be utilized, maintained or used as a dumping ground for rubbish, except leaf and grass clippings. All waste, garbage and trash much be kept in sanitary containers and removed from the Lot on a weekly basis. No incinerators may be constructed or maintained upon any Lot. All Lots shall be kept free of debris and weeds and shall be kept mowed. Each member of the Association covenants that the Association reserves the right to conduct all negotiations for the providing of refuse removal from the Lots on behalf of each member with each such member of the Association being responsible for the payment of all refuse services to their Lot.

3.15 **Temporary Structure.** No trailer, mobile home, basement, tent, shack, barn, or any other outbuilding erected in or on any Lot shall at any time be used as a residence, temporary or permanent; nor shall any structure of a temporary character be used as a residence.

ARTICLE IV: General Standards for Improvements

4.1 **Standard of Review.** The following general standards of improvement found in this Article IV shall guide the Declarant in the review of any plans for dwelling structures submitted for approval within the Properties. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in its sole and absolute discretion, to modify or waive the application or interpretation of these standards when exercising its plan approval authority within the Properties

4.2 **Required Square Footage.** No residence shall be constructed on any Lot unless such residence has a minimum floor area, exclusive of terraces, patios, porches, car ports,

garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of:

A. One-Story Ranch Style: 1,600 sq. ft.
B. One and One-half Story: 1,900 sq. ft.
C. Two Story or multilevel Residence: 2,200 sq. ft.

4.3 **Exterior Facade.** The exterior of any residence constructed on any Lot shall be faced with siding of concrete, stucco, stone, or brick, unless otherwise approved in an advance writing by the Declarant.

4.4 **Exterior Design (Front Elevation).** A minimum of two offsets on the front elevation of a residence is required. The front façade must be composed of no less than 20% brick/stone (unless otherwise approved in advance by Declarant). The stone of the exterior shall be measured from corner to corner of front façade. Front facing and county road facing foundations of any residence shall be covered in brick/stone.

4.5 **Exterior Facade Colors.** The exterior of any residence or structure constructed upon a Lot must be a neutral color. The Declarant shall have sole discretion to determine what is a "neutral" color.

4.6 **Roof Material & Roof Pitch.** Except for appropriate gutter and downspout systems, all residences constructed on any Lot shall have a roof consisting of roofing materials equal to or better than an architectural grade shingle which provides an appearance of depth such as a Horizon shingle. Tile, slate, and metal shingles shall also be acceptable, provided they otherwise comply with the requirements set forth herein. Metal roofs can be approved at the discretion of Declarant, though galvanized steel roofs are discouraged. This restriction shall be continuing and shall apply to any replacement or repair of a roof on a residence. This restriction shall not be construed to prohibit installation of skylights. The following additional restrictions and requirements shall apply with respect to roof material and roof pitch:

Minimum pitch 4:12 with hip roof and 36" overhang
Minimum pitch 5:12 with hip roof and 30" overhang
Minimum pitch 6:12 with gable roof

4.7 **Garages.** Each residence shall have an attached garage appropriately sized to hold a minimum of two full-sized motor vehicles.

4.8 **Driveway Surface.** Any driveway from an attached garage or outbuilding shall be rocked, graveled, or paved so as to prevent tracking mud onto the Common Areas. Such Driveways must be surfaced prior to or upon commencement of construction of a residence upon a Lot.

4.9 **Foundation.** Exposed concrete foundations or foundation walls which are above grade on any residence shall not exceed 36 inches, and shall be, at a minimum, painted to match the exterior of the residence.

4.10 **Air Conditioning Equipment.** Any exterior air conditioning unit or system placed on any Lot must be located on the side yard adjacent to the residence or in the rear yard; provided however, no exterior air conditioning unit shall be placed in the side yard facing a street.

4.11 **Accessory Buildings.** If an accessory building, including but not limited to a garage, storage shed, chicken coop, horse barn, dog house, or pool house is built at a later date than the residence, the Lot Owner must obtain approval from the Declarant in accordance with Article 3.1 above prior to beginning construction. The accessory building shall be located behind the residence and constructed with the same architectural style as the residence located upon such Lot; the outbuilding's exterior finishes shall be constructed in a similar style and color, and constructed of the same or as near to the same materials as the residence on the Lot. Pole barns & Tuff sheds shall be acceptable, so long as the design of the same is consistent and compatible with the residence located on the Lot, all as must be approved in advance by Declarant. Prefabricated metal or plastic sheds shall be prohibited. No lean-tos can be attached to any accessory building or residential structure.

4.12 **Construction Completion.** All construction for any structures must commence within 24 months of the closing date on an Owner's purchase of the Lot unless written approval from the Declarant provides an alternate date. If construction is not commenced within 12 months of the Owner's purchase of the Lot, then Owner shall plant native grass on the Lot and remove all noxious weeds from the Lot. Once plans are approved and construction of a residence is begun, it shall be completed within 18 months.

4.13 **Exterior Communications Equipment.** No television antennas, radio towers, or satellite dishes which are two and one-half feet in diameter or greater shall be placed on any Lot except within the interior of any residential structure or outbuilding. All wires, cables, conduits, or pipes shall be placed on the interior of such residential structure or outbuilding or placed underground.

4.14 **Fences.** Fences shall be four-foot or five-foot (4' or 5') tall, black wrought iron/aluminum appearance fencing constructed with commensurate posts, rails, and support materials. Vinyl panel fencing material is not permitted. Black chain link fence and/or other fence materials or configurations not expressly referenced above may be approved in advance at the discretion of the Declarant. All fences on Lots must originate at the corners of the rear wall of the residence located on any Lot and not at the corners of the front or side walls of any residence, except as may otherwise be approved in advance in writing by the Declarant.

4.15 **Landscaping.** Prior to construction of a residence on any Lot a landscaping plan signed by the Lot Owner shall be submitted to Declarant for approval. All areas of the Lot within twenty feet of the residence, driveway and any sidewalks shall be: 1) landscaped in accordance with an approved plan, including sodded, planted in-grass (including but not limited to bluegrass, fescue, ryegrass, and buffalo grass), 2) shall have an underground sprinkler system installed upon the completion of construction of the residence; and 3) shall be properly maintained and manicured by the Owner. The remainder of any Lot no so landscaped as provided for above shall be planted in native grass or wildflowers. No noxious or illegal weeds shall be allowed to grow on any Lot. No gardening shall be allowed in the front yard. Prior to the commencement of construction of any structure, building or improvement sites, all such sites shall be properly maintained and free of unsightly weeds and vegetation.

ARTICLE V: MISCELLANEOUS

5.1 **Abatement of Assessments.** Notwithstanding any other provision of these Restrictive Covenants, the Board of Directors may abate all or part of the dues and 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.

5.2 **Adjacent Agricultural Uses.** The Lot Owners acknowledge that Outlot A, Blackhorn Reserve Addition, Lancaster County, Nebraska (the "Ag Outlot") is intended to be used for agricultural purposes, which may cause noise, dust, and odors. By purchasing a Lot, a Lot Owner acknowledges and consents to the presence of the agricultural uses of the Ag Outlot; provided, however, this acknowledgement and consent in no way restricts or limits the use of the Ag Outlot to only agricultural purposes.

5.3 **Assignment of Declarant Rights.** Upon the End of Declarant Control all Declarant rights to approve or disapprove any matters pursuant to this Declaration shall transfer to the Board of Directors of the Association.

5.4 **Enforcement.** The enforcement of this Declaration shall be by proceedings at law or in equity, and may be instituted by either the Declarant, Association, or any Lot Owner against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages, and may also be instituted to enforce any lien or obligation created hereby. If the Declarant, Association, or any Lot Owner is successful in any action, whether at law or equity, to enforce any term or provision of this Declaration, then the Declarant or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorney's fees to the extent permitted by law, and court costs, which shall constitute a lien on the Lot owned by the person against whom enforcement is sought.

5.5 **Survivor.** The invalidation of any one of the covenants or restrictions set forth herein shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

5.6 **Amendment.** These obligations of this Declaration shall run with the land and shall be binding upon and enforceable by the Declarant and all persons claiming under the Declarant. This Declaration may be amended or modified by Declarant without approval of the members until the End of Declarant Control. After the End of Declarant Control, this Declaration may be terminated or modified, in writing, by the Lot Owners holding two-thirds of the total votes for the Lots, at any time.

5.7 **Additional Property.** Declarant may, at any time, add additional, contiguous, real estate to the Properties, including both common areas and buildable lots, without the consent or approval of the members of the Association. Such additions shall be made by the execution and recordation by the Declarant, or Declarant's successors and assigns, of a supplement or amendment to this Declaration of Restrictive Covenants against and upon such additional real estate subject to the covenants and restrictions of this Declaration.

[SIGNATURE PAGE FOLLOWS]

DATED: July _____, 2026

DECLARANT:

_____
Lucas Burbach, an individual

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Lucas Burbach, an individual, as Declarant hereunder.

_____
Notary Public.

_____
Printed Name of Notary

EXHIBIT A

Legal Descriptions

Lots 1, 2, 3, 4, 5, and Outlots A, B, and C; Blackhorn Reserve Addition, Lancaster County, Nebraska.

Lots 1, 2, and 3, Whitehorn Reserve Addition, Lancaster County, Nebraska.

4927-0425-6701, v. 2