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RETURN: Gross + Welch c/o Ann Wilson
2120 S. 72nd St Suite 1500
Omaha NE 68124

Temp. 12.4.01

5/10/2004

Return recorded copy to: Shaun M. James, 1500 Commercial Federal Tower, 2120 South 72nd Street, Omaha, NE, 68124, 392-1500

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BROOKFIELD AT THE RIDGES, A SUBDIVISION
IN OMAHA, DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by the undersigned property owners, hereinafter referred to as a "Declarant" or jointly and collectively as "Declarants".

PRELIMINARY STATEMENT

Each Declarant owns certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 130, Lots 1 through 3 Replat One, being a replat of Lot 130, (referred to herein collectively as "Lots" and individually as "Lot") and Outlots A, B, C, D and E, inclusive, in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Each Declarant desires to provide for the preservation of the values and amenities of Brookfield at the Ridges, for the maintenance of the character and residential integrity of Brookfield at the Ridges, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Brookfield at the Ridges.

NOW, THEREFORE, each 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, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
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. Outlot "A" shall be used exclusively for a private street which will be maintained by the residents of Brookfield at the Ridges after annexation by the City of Omaha. Until then Sanitary and Improvement District #464 will maintain the streets.

2. Except as approved in accordance with Article IV, Section 2, the following items will not be allowed on any Lot, Outlot, Street, or Common Area:

- playground equipment,
- basketball backboards,
- plastic landscaping ornaments,
- temporary fence of any type and height,
- clothes lines,
- tree houses,
- tool sheds or outbuildings of any type,
- doll houses,
- windmills,
- incinerator or trash burners,
- garbage, trash can or container
- fuel tank,
- garden, lawn or maintenance equipment of any kind,
- garbage, refuse, rubbish or cutting shall not be deposited on any street or Lot,
- loud mechanical individual mopeds or scooters.

With the approval of the Board of Directors and the Design Review Board (as defined herein), any of the following external improvements, above or below the ground (herein all referred to as any "Improvement") will be allowed on any Lot subject to the approval process outlined below. Improvements shall include:

- Single-family,
- fence,
- retaining wall,
- driveway,
- patio, patio enclosure,
- swimming pool, pool house,
- satellite receiving station or "discs",
- flag pole,
- solar heating or cooling device,

or other external improvement, above or below the ground (herein all referred to as any "Improvement").

A. Any Lot owner, (hereinafter a "Lot Owner" or "Owner", and more fully defined in Article III Section 2) desiring to erect an Improvement shall deliver two sets of construction plans and plot plans to the Board of Directors (herein

collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Plans, Owner shall notify the Board of Directors of the Owner's mailing address.

B. The Board of Directors shall submit such Plans to the Design Review Committee, which such committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarants. In this regard, Declarants intend 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 Board of Directors to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Board of Directors determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and the neighboring Lots as a quality residential community, the Board of Directors 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 the Board of Directors.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, the front elevation of which does not exceed one story in height.

4. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by the Board of Directors. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Board of Directors. Unless other materials are specifically approved by

the Board of Directors, the roof of all Improvements shall be covered with slate, tile, or medium cedar wood shakes.

5. 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". No business activities of any kind whatsoever shall be conducted on any Lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. Each Owner shall maintain a high quality appearance to the streetscape. All garage doors will be kept closed at all times unless residents are actively using the driveways for car movements, lawn maintenance, and at times when visitors to the residents are using the garage or driveways for social activities. No motor vehicle may be parked or stored outside on any Lot or adjacent street, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot or street for more than 48 hours. No vehicles will be parked within 10 feet of the mailbox structures at any time

7. 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.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year nor on the street for longer than 72 hours for loading and unloading. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

9. Produce or vegetable gardens may only be maintained in rear yards of the homeowners Lot. The maximum size is not to exceed 100 square feet.

10. 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.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences or retaining walls shall exceed a height of six (6) feet. No fences other than real or simulated black wrought iron shall be permitted.

12. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the Board. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the Board as an Improvement as hereinabove provided. In the event of a conflict between the City of Omaha covenants and this Declaration, the more restrictive requirement shall apply.

13. Construction of any Improvement shall be completed within one and one-half (1 ½) years 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. As much as possible during the construction process, root zone areas will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Placement of sidewalks across Common Areas and Outlots will be installed if required by the City of Omaha. The sidewalk shall be placed five (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 Omaha.

15. Driveway approaches between the street and sidewalk on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No holding area, stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted. No dog runs, dog houses or kennels of any kind shall be allowed and no livestock or agricultural-type animals shall be allowed, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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.

18. 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, either temporarily or permanently. No structure or dwelling shall be moved from outside to any Lot without the written approval of the Board of Directors.

19. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

20. The Board of Directors does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II. ENTRANCE MARKERS & BOUNDARY FENCES

1. The Board of Directors may declare all affected Lots subject to a permanent and exclusive right and easement in favor of the Board of Directors and the Brookfield at the Ridges Homeowners Association (the "Association") to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Board of Directors or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence or Entrance Monuments.

ARTICLE III. HOMEOWNER'S ASSOCIATION

1. The Association. Declarants have caused the incorporation of the Brookfield at the Ridges Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). Each Lot Owner shall be a member (hereinafter referred to as "Member") of this Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, 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, but are not limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Brookfield at the Ridges ("Common Facilities"). Common Facilities may be

situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

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 the use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required by 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 Brookfield at the Ridges; and the protection and maintenance of the residential character of Brookfield at the Ridges.

2. Membership and Voting. Each Lot Owner shall be a Member of this Association. For purposes of this Declaration, the term Lot Owner 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 such Lot merely as a 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 Lot Owner for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Each Lot Owner, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. An Owner holding title to more than one Lot shall be entitled to one vote for each Lot so owned.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, 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 by 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 and other public property and improvements on parks or public property within or near Brookfield at the Ridges.

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 of purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages 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.

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed in generally good and neat condition. The Association shall also provide those services to Lot Owners as set forth in the bylaws of the Association as it may be amended from time to time.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner 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. Lots with private fences may be charged higher

Association dues to cover any additional charges incurred for mowing and trimming as a result of the fence.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner 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 Lot 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 assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article, and to provide the services set forth in the bylaws of the Association.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed one hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

10. Assessments and 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.

11. Excess Dues and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

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 in Section 5, 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 the 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 or assessments shall bear interest from the due date at the rate of sixteen percent (16%) 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 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.
DESIGN CONTROL - TO PRESERVE
THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence or other building; landscaping, plantscaping, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Board of Directors of the Homeowners Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the

covenants, conditions, restrictions and easements set forthwith in and throughout this Declaration, and any amendments thereto.

2. Design Review Procedure. Design review shall be performed by the Board of Directors of the Homeowners Association, which shall consist of all members of the Board of Directors and such additional professionals, architects or contractors as shall be deemed necessary by the Board of Directors from time to time, which such professionals, architects or contractors need not be members of the Homeowners Association ("Design Review Board"). The requirements for design review shall be as follows:

A. Two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The Design Review Board may also require submission of actual samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Design Review Board to completely evaluate the proposed structure or improvement.

B. The Design Review Board shall submit, in writing, to the Lot owner its decision with respect to approval or denial of any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereto. The determination of the Design Review Board shall in all events be dispositive. In the event the vote of the Design Review Board on an Owner's original application is not unanimous, the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the Design Review Board within 5 days of receipt of notice of approval or denial. Reconsideration by the Design Review Board shall occur at the Design Review Board's next regularly schedule meeting. In the event of approval of plans, one complete set of plans

shall be returned to the Owner with the Design Review Board's written notation or stamp specifying approval.

C. Provided there are applications to be considered or applications requested to be reconsidered, the Design Review Board shall meet at least once each calendar month. The Design Review Board members may conduct their meetings and convey their proxy to another Design Review Board member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the Design Review Board fails to act upon any application or application for reconsideration within 30 days of the date of its monthly meeting, it shall be deemed that the Design Review Board's decision was for denial.

D. In making its decision, the Design Review Board may consider any and all factors that the Design Review Board determines to be appropriate. The Design Review Board's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and design criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures and the topography of each Lot. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and of the community. These standards for review may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Lot Owner, the Design Review Board shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the Design Review Board and shall at no time be deemed to be rules, but are merely guidelines to assist the Design Review Board. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and Lot purchaser.

Any written Design Criteria issued by the Design Review Board as a result hereof shall not limit nor otherwise impair the application of any

and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of Covenants and as an additional written expression of standards and guidelines to be utilized by the Design Review Board.

E. Neither the Lot Owner, the Homeowners Association, the Board of Directors, the Design Review Board, any member of the Design Review Board, nor any member of the Homeowners Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot, each owner hereby knowingly and expressly waives any and all causes of action for any matters described herein.

ARTICLE V
PROPERTY RIGHTS AND EASEMENTS

1. Owners Easements of Enjoyment. Every owner of a Lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent or and shall pass with title to such lots subject to the following:

A. The right of the Homeowners Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.

B. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and Bylaws of the Homeowners Association.

C. Rules and regulations governing the use and enjoyment of the common areas adopted by the Homeowners Association from time to time.

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separate with respect to all or any part or parts of the property.

E. A perpetual license and easement is hereby reserved in favor of and granted to the utility companies, the City of Omaha, Nebraska, their successors and assigns, to erect and operate, maintain, repair and

renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side lot lines within 24 months of the date hereof, or if any such facilities are constructed but are thereafter removed without replacement within 60 days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

ARTICLE VI
GENERAL PROVISIONS

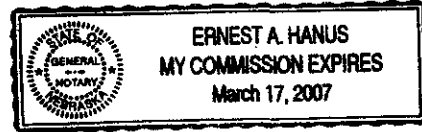
1. Except for the authority and powers specifically granted to the Board of Directors or the Declarant named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Board of Directors 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. The provisions of this Declaration may also be enforced by the Lot Owners.
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. 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.
3. Invalidity of any covenant by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10th day of May, 2004.

Marybeth Schlemmer - Lot 68
"Declarant"

By Marybeth Schlemmer
Its 68

STATE OF NEBRASKA)
) SS.:
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 10TH day of MAY, 2004, by MARY BETH SCHLEMMER, on behalf of and as the duly authorized representative of the Declarant, _____.

Ernest A Hanus
Notary Public

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15 day of APRIL, 2004.

Ernie Hanus

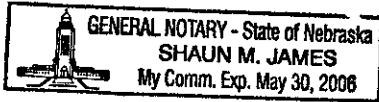
"Declarant"

By ERNIE HANUS

Its 129

STATE OF NEBRASKA)
) SS.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2004, by ERNIE HANUS, on behalf of and as the duly authorized representative of the Declarant, LOT 129.



Shaun James
Notary Public

old

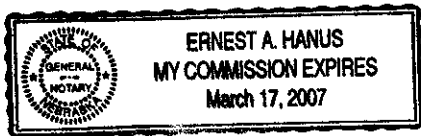
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15TH day of APRIL, 2004.

ROBIN D. HANUS
"Declarant"

By Robin D. Hanus
Its 129

STATE OF NEBRASKA)
) SS.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15TH day of APRIL, 2004, by ROBIN D. HANUS, on behalf of and as the duly authorized representative of the Declarant, ROBIN D. HANUS.



Ernest A Hanus
Notary Public

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