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RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Return recorded copy to: Shaun M. James, 800 Commercial Federal Tower, 2120 South 72nd Street, Omaha, NE, 68124, 392-1600

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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CHARLESTON WOODS, A CLUSTER SUBDIVISION
IN OMAHA, DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Charleston Woods Development, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

replat 1 w.c.d

Lots 1 through 9 and outlot "A", inclusive, in Charleston Woods, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Charleston Woods, for the maintenance of the character and residential integrity of Charleston Woods, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Charleston Woods.

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

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BKP	C/O
DEL	SCAN
	COMP
	FV

750

dc

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 Charleston Woods.

2.A. It is further provided that there shall be a thirty-five (35) foot¹ "No Build Zone" provided for along the entire west boundary of Lots 1,2, 3 and 9, and the entire south boundary of Lots 8 and 9. The No Build Zone is permanent. Notwithstanding the foregoing sentence, all or any portion of the No Build Zone may be released from the restrictions thereon by written approval of the owner of the Rockbrook property immediately adjacent to that portion to be released. The adjacent Rockbrook property owners, and the restricted Lot or Lots associated with each are described on the attached Exhibit "A". The identified Rockbrook property owners are referred to hereafter as the "Rockbrook Owners." No grading of the property located within the No Build Zone shall be allowed unless first approved by the Rockbrook Owner immediately adjacent to the proposed grading. In the event more than one Rockbrook Owner adjoins the Lot for which permission is sought, then approval by a majority of the Rockbrook Owners adjoining shall control.

B. No grading on any Lot shall occur within the "drip-line" of any major tree located on an adjoining Rockbrook lot without the prior written approval of that Rockbrook Owner, as identified on Exhibit "A". For purposes of this Declaration, major tree shall mean any tree with a trunk circumference greater than sixty (60) inches, at a height of four (4) feet above the ground.

3. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, 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") 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 Declarant as follows:

¹ The 35' No Build Zone of Lots 1, 2, and 3 consists of 25' of property from the applicable lot line, plus 10' of the public park trail adjoining the Lots.

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, landscaping plans and plot plans to Declarant (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 Declarant of the Owner's mailing address.

B. Declarant 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 Declarant. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

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

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

4. 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 two and one-half stories in height.

5. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. 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 Declarant. Unless other materials are specifically approved by Declarant, the roof of all

Improvements shall be covered with slate, tile, medium cedar wood shakes or Presidential shingles by Celotex.

6. 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.

7. No exterior television or radio antenna of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot without written consent of Declarant; provided a satellite television dish not to exceed 12" in diameter may be attached to the house.

8. 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.

9. 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. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinance of the City of Omaha, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored on 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 clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

11. 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.

12. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron. No fences or walls shall exceed a height of six (6) feet.

13. No swimming pool may extend more than one foot above ground level.

14. 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.

15. A public sidewalk, if required by the City of Omaha, 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. 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.

16. Driveway approaches between the sidewalk and curb 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.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the Lot. No dog runs or kennels of any kind shall be allowed in Charleston Woods

Subdivision. No livestock or agricultural-type animals shall be allowed in Charleston Woods Subdivision, including pot-bellied pigs.

18. 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.

19. 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 Charleston Woods to any Lot without the written approval of Declarant.

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

21. Declarant 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. Declarant may construct a boundary fence around the perimeter of Charleston Woods. Declarant may also construct Entrance Monuments on Lots 1 and/or 9.

2. In either event, Declarant may declare all affected Lots subject to a permanent and exclusive right and easement in favor of Declarant and the Charleston Woods 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 Declarant or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence.

ARTICLE III.
HOMEOWNER'S ASSOCIATION

1. The Association. Declarant has caused the incorporation of the Charleston Woods Homeowner's 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 Charleston Woods ("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. Notwithstanding anything herein to the contrary, the Nature Preserve located on Lots 7 and 8 shall be deemed a Common Facility, and shall be maintained by the Association in the event maintenance is required.

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 Charleston Woods; and the protection and maintenance of the residential character of Charleston Woods.

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

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 by Declarant, 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.

The Owners of Lot 7 and Lot 8 may request the Association to pay that portion of the real property taxes associated with Nature Preserve. Each such request shall be in writing and shall be for the period of the current levied year only. The maximum annual amount the Association is responsible for shall be equal to a percentage of the levied real property tax for the land, which percentage is equal to the square footage of land on the Lot contained in the Nature Preserve divided by the total amount of square footage of land on Lot.

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.

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, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

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 the greater of:

- A. One hundred fifty and no/100 Dollars (\$150.00) per month per Lot
- B. In each calendar year beginning on January 1, 2002, one hundred twenty-five percent (125%) 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. The aggregate assessments in calendar year shall be limited in amount to Five Hundred and no/100 Dollars (\$500.00) per Lot.

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.

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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.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner 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 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. The provisions of this Declaration may also be enforced by the Rockbrook Owners on Exhibit "A".

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Charleston Woods Development, L.L.C., a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by Charleston Woods Development, L.L.C., 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 the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Charleston Woods Development, L.L.C., a Nebraska limited liability company, or its successor or assign, 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, the Association may appoint itself 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.

4. Invalidation 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.

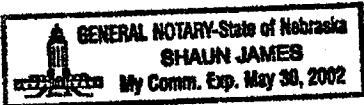
IN WITNESS WHEREOF the Declarant has caused these presents to be executed this 7th day of December, 2000.

Charleston Woods Development, L.L.C.,
a Nebraska limited liability company,
"Declarant"

By *Charles Sullivan*
Charles Sullivan, Manager Member

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

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Charles Sullivan, Manger of Charleston Woods Development, L.L.C., a Nebraska limited liability company, on behalf of the Declarant, Charleston Woods Development, L.L.C.



Shaun James
Notary Public

2446-1/1247852

EXHIBIT "A"

Rockbrook Properties

Charleston Woods

Rockbrook Owner

Lot 1

Lot 2, Rockbrook Hollow

Lot 2

Block 13, Rockbrook, Lot 5
Block 13, Rockbrook, Lot 6
Lot 2, Rockbrook Hollow

Lot 3

Block 13, Rockbrook, Lot 5

Lot 9

Block 13, Rockbrook, Lot 8