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AFTER RECORDING, RETURN TO: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SMOKY RIDGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, ("Declaration") made on the date hereinafter set forth by Irvington Volunteer Fire Department Incorporated, s/k/a Irvington Volunteer Fire Department Inc., s/k/a Irvington Volunteer Fire Department, a Nebraska nonprofit corporation, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the present owner of certain real property in Douglas County, Nebraska, which is more particularly described as:

Lots 1 through 14, inclusive, and Outlot "A" in Smoky Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

The Declarant desires to provide for the preservation of the values and amenities of Smoky Ridge, for the maintenance of the character and residential integrity of Smoky Ridge, and for the acquisition, construction, development, maintenance, repair, replacement, operation and administration of certain Common Facilities (herein defined) for the use and enjoyment for the residents of Smoky Ridge.

NOW, THEREFORE, Declarant hereby declares that all the properties described above and any other properties hereinafter made subject to this Declaration shall be held, sold, used, occupied, improved and conveyed subject to the following easements, limitations, restrictions, covenants, charges, terms and conditions stated in this Declaration, all of which are declared and agreed to be for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run perpetually with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, transferees,

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successors and assigns, and shall inure to the benefit of each owner thereof and to each owner's successors in interest.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Irvington Smoky Ridge Homeowners Association, a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). If a Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner for purposes of this Declaration.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as Lots 1 through 14, inclusive, and Outlot "A" in Smoky Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and such additional real properties as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

Section 4. "Lot" shall mean and refer to those plots of land included in the Properties as shown as platted lots upon any recorded subdivision Plat of the Properties (including any improvements now or hereafter appurtenant to that real estate) and are sometimes referred to collectively herein as the "Lots" and individually as each "Lot".

Section 5. "Declarant" shall mean and refer to Irvington Volunteer Fire Department Incorporated, s/k/a Irvington Volunteer Fire Department Inc., s/k/a Irvington Volunteer Fire Department, and its successors, assigns or appointees.

Section 6. "Common Facilities" shall include Outlot "A"; the temporary and permanent stormwater detention facilities on Outlot "A"; the easement areas created by the permanent storm sewer and drainageway easements reflected on the recorded subdivision Plat of Smoky Ridge; emergency storm warning siren for Smoky Ridge; may include parks public or otherwise; dedicated and non-dedicated streets, roads, pedestrian and bike paths; pedestrian walkways and green areas; signs; and entrance markers and landscaping for Smoky Ridge. Some of these improvements shall be located on Outlot "A", which shall be owned by the Association and other improvements may be situated on other property owned or leased by the Association within the Smoky Ridge subdivision, on private property subject to an easement in favor of the Association or on public property.

Section 7. "Architectural Control Committee" shall mean the individuals, or committee members appointed from time to time by the Declarant or the Board of Directors as provided in Article V hereof.

ARTICLE II
ASSOCIATION POWERS, MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such Owner in a Lot to a new Owner.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of Nebraska law.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be automatically converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) When Declarant has sold and transferred ownership of ten (10) Lots to Owners; or

(c) The written direction of Declarant

Section 4. 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 of the Association, shall include but shall not be limited to the following:

A. The acquisition, construction, development, maintenance, repair, replacement, operation and administration of any of the Common Facilities including, but not limited to, the fulfillment of all the terms, provisions and obligations of the Post Construction Stormwater Management Plan, Maintenance Agreement and Easement dated November 10, 2011 and recorded December 9, 2011 as Instrument No. 2011106010 of Miscellaneous Records, Register of Deeds Office, Douglas County, Nebraska, which has been assigned to and the obligations assumed by the Association (herein "Stormwater Management and Maintenance Agreement") and the grading, tree removal and other vegetation control, landscaping, mowing and watering of the Common Facilities and the enforcement of any rules and regulations relating to the Common Facilities that at anytime may hereafter be adopted by the Association.

B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

C. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to payment for and purchase of insurance covering any Common Facilities against property damage and casualty and for the purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the members.

D. 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.

E. 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.

F. 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.

G. The employment of professionals, consultants, firms and employees to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

H. The 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.

I. The doing and performing of all such acts, and the execution of all such contracts, instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

ARTICLE III COVENANTS FOR ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected by the Board of Directors as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of fourteen percent (14%) per annum compounded annually, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but all successors in title shall take title subject to the lien for such assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the fees, expenses, charges, and costs for the operation of the Association including, but not limited to the enforcement of the provisions of this Declaration and the performance of the powers and responsibilities of the Association described in Section 4 of Article II.

Section 3. Annual Assessments. The Association may fix, levy and charge the Owner of each Lot with annual assessments under the provisions of this Declaration. Such annual 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 of Directors.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may fix, levy and charge, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition, development, operation, administration, construction, reconstruction, repair, maintenance or replacement required to fulfill the obligations under the Stormwater Management and Maintenance Agreement and of any capital improvements upon the Common Facilities, including fixtures and personal property related thereto and other related facilities including, but not limited to the costs for the widening of those portions of North 69th Street, 72nd Street and of Northern Hills Drive adjoining the Properties, or the amount by which the Board of Directors estimate that actual costs, expenses, fees, expenditures, and liabilities of the Association, will exceed those budgeted for the calendar year. The aggregate special assessments in each calendar year shall be limited in amount to Three Hundred Dollars (\$300.00) per Lot. With the approval of seventy-five percent (75%) of the members, the Board of Directors may establish special assessments in excess of the maximum amount for special assessments set forth herein.

Section 5. Uniform Rate of Assessment. Except as otherwise provided in Section 6 herein, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Abatement of Assessments. The Board of Directors may abate all or part of the annual or special assessments due in respect of any Lot, and shall abate all annual and special assessments due in respect of Outlot "A" and except for Declarant's Lot 14 any Lot during the period such Lot is owned by the Declarant.

Section 7. Date of Commencement of Assessments. The annual and special assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Annual and special assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of any assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment, or part thereof, not paid within ten (10) days after the due date shall also bear an additional late charge assessment equal to one-fifth (1/5) of the amount of the unpaid assessment together with interest at the rate of fourteen percent (14%) per annum compounded annually. The Association may bring an action at law against the Owner personally obligated to pay any delinquent annual or special assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgage or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and

reasonable attorney fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the annual and special assessments provided for herein by abandonment of the Owner's Lot. The mortgagee or beneficiary under a trust deed of any Lot shall have the right (but not the obligation) 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 or beneficiary under a trust deed all of its rights with respect to such lien and right of foreclosure and such mortgagee or beneficiary under a trust deed may thereupon be subrogated to any rights of the Association.

Section 9. Subordination of the Lien to Mortgages. The lien of the annual and special assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any annual and special assessments thereafter becoming due or from the lien thereof.

Section 10. Mandatory Duties of Association. The Association shall have the obligation to (i) develop, maintain, repair and replace the landscaping and signage for the common entryway to the Properties in generally good and neat condition; (ii) to develop, maintain, repair and replace the landscaping and to provide for the watering, grading, mowing, tree removal and other maintenance and vegetation control on Outlot "A"; and (iii) to fulfill and perform all the obligations under the Storm Water Management and Maintenance Agreement.

ARTICLE IV EASEMENTS

Section 1. A perpetual easement is created and reserved herein in favor of the Association, its successors and assigns to create, install, repair, reconstruct, maintain and renew any pedestrian path or walking path located on, over and upon the rear most five (5) foot wide strip of land abutting the rear boundary lines of Lots 1 through 6, inclusive, Outlot "A" and Lots 12, 13 and 14.

Section 2. A permanent and perpetual easement is created, granted and reserved herein in favor of the Association, its successors and assigns to create, install, construct, develop, operate, administer, repair, reconstruct, maintain and renew temporary and permanent storm water drainage and detention areas on, over and upon the following: (i) Outlot "A"; (ii) the Permanent 40 feet wide Drainageway Easement as described and located on the recorded subdivision Plat of Smoky Ridge; and (iii) the Permanent 20 feet wide Storm Sewer and Drainageway Easement, as described and located on the recorded subdivision Plat of Smoky Ridge.

Section 3. Easements to Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system within the Properties, their successors and assigns, and Metropolitan Utilities District, their successors and

assigns, are provided for in the final plat of the Smoky Ridge subdivision which is filed in the Office of the Register of Deeds of Douglas County, Nebraska and the Owners Lots are subject to such easements.

Section 4. A permanent noise attenuation easement relating to Lots 1, 2, 3, 13 and 14 has been granted to the City of Omaha in the final plat of the Smoky Ridge subdivision, which is filed in the Office of the Register of Deeds of Douglas County, Nebraska for the purpose of keeping structures, patios, decks, swing sets, playgrounds, pools, etc. as far away from the traffic noise of Northern Hills Drive and 72nd Street. As provided in the final plat of the Smoky Ridge subdivision, the easement area may be used for the construction of a noise attenuation barrier (Noise Wall) in the future. If the Owners of the Lots subject to the attenuation easement ever request the City to construct a Noise Wall, the Owners of those Lots will be required to conform to the then existing City policy for Noise Wall construction and payment, which payment shall be the personal obligation of such Lot Owners subject to the attenuation easement.

ARTICLE V RESTRICTIONS, COVENANTS, ARCHITECTURAL CONTROL AND LOT OWNERS OBLIGATIONS

Section 1. The Association shall maintain an Architectural Control Committee consisting of not less than three (3) nor more than five (5) persons as determined from time to time by the Declarant during the period that there are two (2) classes of membership in the Association. During that time, members of the Architectural Control Committee shall be appointed by the Declarant. At such time as the Class B memberships shall cease and be converted to Class A membership, the determination as to the number of persons on the Architectural Control Committee and the appointment of those members to the Committee shall be determined by the Board of Directors of the Association. The Architectural Control Committee shall be authorized to employ architects, engineers, and other consultants to assist it in performing any of its review functions herein. The approval by the Architectural Control Committee of any plans and specifications submitted for approval in accordance with this Declaration shall not constitute any representation or warranty as to the adequacy, sufficiency, performance, compliance with laws and regulations, or desirability of such plans and specifications or any improvements constructed in accordance therewith. The review, approval or disapproval by the Architectural Control Committee of any plans and specifications hereunder shall not impose on the Architectural Control Committee, the members thereof, the architects, engineers and other consultants employed by the Committee, the Association or the Declarant any liability for any defect or inadequacy in any improvements constructed in accordance with such plans and specifications. Neither the Declarant, the Association, the Board, the Architectural Control Committee, any member of the Architectural Control Committee, any member of the Association nor any officer, director, agent or representative thereof, shall be personally liable to any Owner or other 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 and releases any and all causes of action for any matters referenced herein.

Section 2. Each Lot shall be used exclusively for single-family residential purposes and for no other purpose or use.

Section 3. No Owner shall at anytime lease or rent the single family residence on any Lot and no lessee, renter, tenant or any other person providing any consideration for such occupancy or use will be permitted to at anytime occupy or use all or any part or parts of any single family residence on any Lot.

Section 4. No residence, building, structure, fence, wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, septic system or other external improvement, above or below the ground (herein all referred to as any "Improvement" or "Improvements") shall be built, constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvements be commenced, except for Improvements which have been approved by the Architectural Control Committee as follows:

(a) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Architectural Control Committee of the Owner's mailing address.

(b) The Architectural Control Committee shall review such plans in relation to the type and exterior of the improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant or the Architectural Control Committee. In this regard, The Architectural Control Committee intends that the Lots shall form a residential community with single family homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Architectural Control Committee determines that the proposed Improvements will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Architectural Control Committee may refuse approval of the proposed Improvements.

(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

Architectural Control Committee.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section, or as a result of any act or failure to act by the Architectural Control Committee with respect to any proposed Improvement.

Section 5. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and one Guest House (i.e. a structure used for residential purposes in addition to the primary residence on the Lot) which dwellings and any other Improvements situated thereon do not exceed the height limitations and restrictions for each Lot set forth on the final plat for the Smoky Ridge subdivision. No structure, building or porch shall be constructed, erected, installed or situated within fifty (50) feet of the front yard line for such Lot. All Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska.

Section 6. The exposed foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, embossed poured concrete or with clay-fired brick or simulated brick or other material approved by the Architectural Control Committee. All exposed side and rear concrete foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete or asphalt. All foundations shall be constructed only of poured concrete, brick or stone. No primary flat or mansard roof shall be permitted on any dwelling. Unless other materials are specifically approved by the Architectural Control Committee, the roof of all Improvements shall be covered with asphalt shingles or wood cedar shakes or wood shingles. Hardboard, pressed wood, banded wood and like type shingles will not be approved by the Architectural Control Committee for coverage of any roof.

Section 7. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Architectural Control Committee. 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". Except as may be permitted by the Architectural Control Committee, no church activities or business activities of any kind shall be conducted on any Lot including, but not limited to, home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; nor shall any Lots be used in any way for any purpose which may endanger the health or unreasonably disturb the Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

Section 8. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. 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 any surrounding Lots.

Section 9. Except as may be permitted by the Architectural Control Committee no solar collecting panels or equipment, and no wind generating power equipment shall be allowed on the Lots. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 21 inches in diameter or less and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Architectural Control Committee. No tree houses, doll houses, windmills, or similar structures shall be permitted on any Lot.

Section 10. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles extending in each instance longer than two (2) days shall be permitted on any Lot at any time. 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.

Section 11. No automobile, boat, camping trailer, van/type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage on any Lot, provided however, an Owner shall be permitted to store or park for unlimited periods of time any such self-propelled vehicles on the Owner's Lot provided they are parked on a permanent hard surfaced pad located in the side or rear yard only of the Owner's Lot. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van/type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the Lot must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot cannot be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out of doors on the Lot or upon the streets of the Properties must be in operating condition.

Section 12. 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 or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cuttings 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 of the Lots.

Section 13. All fences shall be either four (4) feet or six (6) feet high and unless other materials are specifically approved in writing by the Architectural Control Committee, fences shall only be composed of wood, decorative wrought iron, brick, stone or vinyl. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified and/or snow fences are prohibited.

Section 14. Except as may be permitted by the Architectural Control Committee, no swimming pools shall be permitted on the Lots.

Section 15. 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 dog houses; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Control Committee. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall not be permitted. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any business or commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner. Any dog classified at anytime by any Nebraska governmental authority or the Architectural Control Committee as an aggressive breed shall not be raised, bred or kept on any Lot.

Section 16. Any exterior air conditioner condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. Except for the natural habitat areas existing on any Lot as of the time of the original sale of the Lot or Unit to an Owner by the Declarant, 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.

Section 17. No structure of a temporary character such as a tent or shack or anything similar thereto 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 the Properties to any Lot without the prior written approval of the Architectural Control Committee.

Section 18. All utility service lines from each Lot line to a dwelling or other Improvement on the Lot shall be underground.

Section 19. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one Owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

Section 20. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been finally completed (i.e. a certificate of occupancy obtained), except for minor finish details as determined and approved by the Architectural Control Committee.

Section 21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without the approval of the Architectural Control Committee.

Section 22. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of the completion of a residential dwelling and before occupancy thereof. The extent of the sidewalks, location, construction details, materials and grade shall be in accordance with the final plat of Smoky Ridge and the regulations of the City of Omaha and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

Section 23. Each Lot must be developed with the final completion of construction thereon (i.e. obtaining a certificate of occupancy) of a residential dwelling within five (5) years from the date the Lot is purchased from Declarant. Construction of any such Improvement on a Lot shall be finally completed (i.e. obtaining of a certificate of occupancy) within one (1) year from the earliest of the date of obtaining a building permit for the Improvement on the Lot or the commencement of excavation or construction of such Improvement on a Lot. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot except as required to build or place the residential dwelling on the Lot and as approved by the City of Omaha Building Permits Department.

Section 24. The Declarant has created a water drainage and sediment and erosion control plan by grading the properties and installing improvements and easements for storm drainage in accordance with the final plat of Smoky Ridge and accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage and sediment and erosion control plan nor cause any damage to such building or neighboring buildings or Lots.

Section 25. Declarant does hereby reserve unto itself and grant to the Architectural Control Committee and the Association the concurrent right to require the installation and removal of siltation fences and/or erosion control devices and measures by the Owner on the Owners' Lots in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion. All such siltation fences and/or erosion control devices and measures shall be installed and removed at the sole cost of the Owners of the Lots.

Section 26. The Lots do not have access to and will not be connected to a public sanitary sewer system. Each Owner of a Lot is required to create, install, repair, reconstruct, maintain and renew on the Owner's Lot an individual waste water treatment system (septic system) in compliance with all applicable governmental laws, ordinances, rules, regulations and orders.

Section 27. Qwest Communications, Alltel or any other provider of telephone service to any of the Lots may impose an installation charge or connection charge that will be each Owner's separate obligation to pay.

Section 28. The City of Omaha assesses a Storm Sewer Fee prior to the issuance of a building permit and such fee will be each Owner's separate obligation to pay.

Section 29. The Lots will have water service provided by a rural water system owned and operated by the Papio-Missouri River Natural Resources District, gas service provided by Metropolitan Utilities District and electrical service provided by Omaha Public Power District. Any installation charges and connection charges made by the District and any of these utility companies will be each Owner's separate obligation to pay.

Section 30. The provisions of this Article V shall not apply to Outlot "A". Declarant's Lot 14 is to be used, occupied, improved and developed as a fire station and accordingly Lot 14 shall be exempt from complying with the provisions of Section 2 and any other provisions of this Article V which would prohibit or restrict Lot 14 from being used, occupied, improved and developed for a fire station. The Architectural Control Committee shall have discretionary authority to exempt Lot 14 from any of the terms and provisions of this Article V as it may deem appropriate in its sole discretion.

Section 31. In the event an Owner of any Lot shall fail to strictly comply with any of the provisions of this Declaration including, but not limited to, the provisions of this Article V, the Association shall have the right at anytime, through its agents, contractors and employees, to enter upon the Owner's Lot and to remove any Improvements not in compliance with the provisions of this Declaration and to charge Owner with the fees, costs and expenses of such removal and at its option to levy and assess any fees, costs and expenses incurred by the Association against Owner's Lot. If such fees, costs and expenses are levied and assessed against Owner's Lot the amount shall constitute a lien against the particular Lot and may be enforced by foreclosure or other remedy as provided in Section 8 of Article III herein.

ARTICLE VI LOT OWNERSHIP AND TRANSFER RESTRICTIONS

Section 1. Eligibility for Lot Ownership. At least one Owner of each Lot shall be required to be a then current member and have been a member for a continuous period of not less than five (5) years in good standing of the Irvington Volunteer Fire Department at the time the Owner first acquires ownership of the Lot and after the Owner satisfies these requirements and acquires ownership of the Lot, the Owner shall be required to remain a member in good standing of the Irvington Volunteer Fire Department for an additional continuous period of at least five (5) years from the original acquisition of the Lot by the Owner. If at anytime an Owner should fail for any reason (other than death of the Lot Owner) to meet any of the ownership eligibility requirements of this Section 1 (herein "Defaulting Owner") then the Declarant shall have the irrevocable option to purchase the Lot from the Defaulting Owner in the manner prescribed in Sections 2 and 3 herein.

Section 2. Exercise of Option. Upon the occurrence of a default by the Defaulting Owner in Section 1 Declarant shall have an irrevocable option to purchase the Defaulting Owner's Lot by giving written notice to the Defaulting Owner of the Declarant's election to exercise the option to purchase which option shall be on the terms and conditions set forth in Section 3 herein. Upon receipt of such notice, the Defaulting Owner shall comply with the terms and conditions of Section 3 and convey the Defaulting Owner's Lot to Declarant pursuant to the provisions of Section 3 herein. Should the Declarant not exercise the option to purchase herein the Defaulting Owner's Lot shall continue to remain subject to the terms and provisions of Section 4 herein.

Section 3. Option Purchase Terms. In the event Declarant exercises the option in Section 2 herein and elects to purchase the Defaulting Owner's Lot pursuant to the provisions of this Declaration, Declarant and the Defaulting Owner shall enter into a mutually acceptable real estate purchase agreement (the "Purchase Agreement") which shall include the following terms and conditions:

(a) **Purchase Price.** For a period of thirty (30) days after the execution of the Purchase Agreement, Declarant and Defaulting Owner will diligently negotiate in good faith in an attempt to reach an agreement as to the purchase price for the Lot. In the event agreement on the purchase price is not reached within such period, then at the end of such thirty (30) day period, the purchase price of the Lot shall be established as the purchase price originally paid by the Defaulting Owner for the Lot provided the Lot has not been improved either partially or wholly. If the Lot has been improved either partially or wholly, then in that event Defaulting Owner shall designate a competent, professionally qualified, licensed and accredited appraiser with offices in the greater Omaha, Nebraska metropolitan area who is familiar with the values of residential real property in the greater Omaha, Nebraska metropolitan area (an "Appraiser"). Such Appraiser shall forthwith, undertake an appraisal of the Lot as improved to determine the fair market value thereof. Defaulting Owner shall be responsible for the cost incurred with respect to the appraisal prepared on behalf of Defaulting Owner. Such appraisal shall be completed and delivered to Declarant within thirty (30) days. Declarant shall have ten (10) days to review the appraisal and determine whether or not to accept as the purchase price the appraised value of the Lot as improved as determined by the Defaulting Owner's appraisal. If Declarant accepts such appraisal by notification to Defaulting Owner within such ten (10) day period, then the fair market value as set forth in the Defaulting Owner's appraisal shall be the purchase price for the Lot as improved. If Declarant does not for any reason accept such appraisal within such ten (10) day period, then within ten (10) days after the expiration of such period, Declarant shall designate its own Appraiser to conduct a separate appraisal. Declarant shall be responsible for the cost incurred with respect to the appraisal prepared on its behalf. Such appraisal shall be completed within thirty (30) days and a copy delivered to Defaulting Owner. Defaulting Owner shall have ten (10) days to review the appraisal and determine whether or not to accept as a purchase price the appraised value of the Lot as improved as determined by the Declarant's

appraisal. If Defaulting Owner accepts such appraisal by notification to Declarant within such ten (10) day period, then the fair market value as set forth in the Declarant's appraisal shall be the purchase price for the Lot as improved. If Defaulting Owner does not for any reason accept such appraisal within such ten (10) period, the purchase price for the Lot shall be determined as follows: If the fair market value reflected in the higher of the two appraisals does not exceed the lower appraisal by more than ten percent (10%), the fair market value shall be the average of the two appraisals and such fair market value shall be deemed the purchase price of the Lot as improved. If the higher of the two appraisals exceeds the lower appraisal by more than ten percent (10%), then the two Appraisers selected by Declarant and Defaulting Owner shall promptly select a third Appraiser who shall independently undertake an appraisal of the Lot as improved to determine the fair market value thereof. Upon completion of the third appraisal, the fair market value shall be the average of the two appraisals from among the three that have the least or smallest difference between them. The cost of the third appraisal shall be shared equally by Defaulting Owner and Declarant. In the event either party fails to designate an Appraiser within the period specified above and such failure continues for more than five (5) days after written notice is given to the party who has failed to designate an Appraiser by the other party, then the fair market value of the Lot as improved shall be calculated using the fair market value as determined by the Appraiser appointed by the party who did designate an Appraiser and shall be final and binding on the parties in determining the purchase price for the Lot as improved. At Closing, the purchase price as determined herein shall be paid to Defaulting Owner, by delivery of immediately available and collectible funds, in cash, certified check or wire transfer of funds.

(b) **Closing.** Closing (the "Closing") of the conveyance of the Lot shall be held within thirty (30) days after the purchase price is determined in accordance with the terms of this Section 3. If, at the end of such 30-day time period, Declarant requires additional time to complete its financing or otherwise prepare for Closing, then Declarant, by written notice to Defaulting Owner, may extend the date for Closing for an additional thirty (30) days. Closing shall be held at a date and time designated by the parties at the offices of a reputable title company selected by Declarant (the "Title Company"), or at such other local location which may be designated by Declarant. Defaulting Owner agrees to deliver possession of the Lot to Declarant at Closing free of any right of possession or claim to right of possession by any party other than Declarant. If, in calculating the date for Closing, the date shall, by reason of the provisions of the Purchase Agreement, fall on a Saturday, Sunday or holiday, then the date for Closing shall be the next succeeding business day.

(c) **Closing Costs.** Defaulting Owner shall be responsible for payment of its own attorney's fees, the documentary stamp tax for the conveyance of the Lot and fifty percent (50%) of the premium, excluding any premium for any lender of Declarant's requested endorsements, for the issuance to Declarant of a standard ALTA form 2006 extended coverage owner's policy of title insurance

("Title Policy"), fees associated with recording instruments to clear title defects and any real estate transfer fees. Declarant shall be responsible for the payment of its own attorney's fees and the remaining portion of the premium for the Title Policy, along with all other closing costs and expenses not provided for herein, including the fee for recording the warranty deed and any lender filing requirements, and any costs for a survey required to obtain the extended coverage. Defaulting Owner and Declarant shall split any closing fees charged by the Title Company or other Closing officer.

(d) **Conveyance of Title.** Defaulting Owner shall convey good and marketable fee simple title to the Lot to Declarant pursuant to a recordable warranty deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Declarant, will be insurable by the Title Company under the Title Policy, and is free and clear of all liens, encumbrances, and other exceptions to title except the Lot shall be subject to all Permitted Title Exceptions (as hereinafter defined). The parties hereby specifically agree that the Title Policy shall be issued with all "standard exceptions" being deleted therefrom, including the mechanic's lien exception, the unsettled taxes exception, and all "standard" survey exceptions, provided however, Defaulting Owner shall have no obligation to provide a survey to obtain such coverage. Such survey requirement shall be the obligation of Declarant to satisfy, at its sole cost and expense. Defaulting Owner shall deliver to Declarant at Closing an owner's affidavit acceptable to the Title Company, together with such other documentation reasonably required by the Title Company, including, without limitation, a FIRPTA certification and evidence of authority of Defaulting Owner to consummate the sale.

(e) **Taxes; Prorations.** Defaulting Owner shall pay all real property ad valorem taxes, and all general and special assessments (collectively "Taxes"), relating to the Lot, which are delinquent in the years prior to the year of Closing. Declarant agrees to pay all Taxes becoming delinquent in the year following the year of Closing and all Taxes for years thereafter. Declarant and Defaulting Owner shall prorate all Taxes becoming delinquent in the year of Closing based upon the date of Closing.

(f) **Due Diligence Prior to Closing.** After execution of the Purchase Agreement, Declarant, its agents and representatives, shall have the right to enter upon the Lot and improvements thereon to inspect the same and to perform such tests as needed to determine the conditions of the Lot and improvements thereon prior to Closing. In the event Declarant determines, in its sole discretion, that the Lot and improvements thereon is in an unacceptable condition, the Purchase Agreement shall thereupon terminate and neither Declarant nor Defaulting Owner shall have any further rights or obligations under such agreement, which shall then become null and void and of no further force and effect. Within ten (10) days after Declarant provides notice exercising the Option to Defaulting Owner, Defaulting Owner shall deliver to Declarant and Defaulting Owner a commitment for Title Policy, together with legible copies of all documents recorded against the Lot. Defaulting Owner agrees that Declarant shall have until Closing to examine

the title to the Lot and notify Defaulting Owner of any objectionable matter or defects which affects the marketability or insurability of the title to the Lot or which adversely affects the use of the Lot. In the event Defaulting Owner is notified of any such objectionable matters, Defaulting Owner agrees to promptly employ its good faith efforts to procure a cure for same. In the event, however, Defaulting Owner is unable through the exercise of its good faith best efforts (which shall require the payment of money to release existing debt, liens or other security interests or judgments) to cure any objectionable matter prior to Closing, then at Declarant's option. Declarant may either (i) take title to the Lot despite the existence of such matter, or (ii) terminate the Purchase Agreement in which event neither Defaulting Owner nor Declarant shall have any further liabilities, obligations or rights with regard to such agreement, which shall then become null and void and of no further force or effect. Any title exceptions to the Lot to which Declarant does not object, or any title exception as to which Declarant waives its objection, are referred to herein as "Permitted Exceptions" or "Permitted Title Exceptions".

Section 4. First Refusal Option Right. If any Owner of a Lot (including, but not limited to any Owner of a Lot subject to the provisions of Sections 1, 2 and 3 herein) shall at any time during the term of this Declaration receive a bona fide acceptable offer or proposal to sell the Owner's Lot from a perspective third party purchaser ("an Offer"), Owner shall give Declarant written notice of such Offer which shall contain the date of the proposed sale of the Lot, the purchase price of the Lot, and all economic terms being offered with respect to the purchase of the Lot and if the Offer is in writing then provide a copy of the written Offer with the notice to Declarant. Declarant shall exercise its right of first refusal herein by giving written notice to the Lot Owner of Declarant's intention to exercise the right of first refusal herein within forty-five (45) days after Declarant receives notice of the Offer. If Declarant does not timely exercise the right of first refusal herein, the Lot Owner shall agree to sell the Lot to the prospective purchaser pursuant to the terms of the Offer. If for any reason the purchase and sale of the Owner's Lot as described in the Offer does not occur within sixty (60) days after Declarant fails to give notice of its exercise of its right of first refusal herein, the Offer shall be deemed to have expired and the Lot Owner will be required to again comply with the terms of this Section 4 with regard to such Offer and/or any additional offers for the Lot. If Declarant validly exercises its first refusal herein, closing of the purchase and sale of the Owner's Lot shall occur within seventy-five (75) days after a valid exercise by Declarant of its right of first refusal; and in the event that the Declarant exercises the right of first refusal herein, Declarant shall have the same rights as set forth in Section 3(f) as if Declarant had exercised the option to purchase provided therein.

A Lot Owner shall not be permitted to submit any Offer to Declarant or its assignee if such Offer is coupled with an offer to purchase property other than the Owner's Lot or such Offer is for less than the entire Lot the effect of which would be to frustrate the intent and purpose of this right of first refusal for Declarant or its assignee. Any such third parties bona fide Offer submitted to Declarant or its assignee coupled with an offer to purchase property other than the Owner's Lot or for less than the entire Lot shall be null and void and may be disregarded by the Declarant or its assignee, the same as if no offer had ever been made and

Declarant's or its assignee's first refusal right herein on the Lot shall remain and be continuing thereafter for the term of this Declaration.

If Declarant or its assignee exercises such right of first refusal in accordance with the provisions of this Section 4, then the Lot Owner and Declarant or its assignee shall execute a purchase agreement for a purchase price amount and with all the other same terms and conditions of the sale, conveyance and closing of the Lot as contained in the third party Offer as modified by the provisions of this Section 4.

Section 5. Exemption from Owner Eligibility Requirements, Option to Purchase and First Refusal Option Right. The Owner eligibility requirements, option to purchase and first refusal option right provided herein in Sections 1 through 4, inclusive, shall not apply to any of the following:

(a) any conveyance or transfer of title to any Lot, whether voluntary or involuntary, to a first mortgagee under its mortgage or beneficiary under a first deed of trust, which acquires title to or ownership of the Lot pursuant to any of the remedies provided in its mortgage or deed of trust or by reason of any foreclosure of the mortgage or deed of trust or by reason of a conveyance or transfer of title to any Lot to such first mortgagee or beneficiary under a first deed of trust in lieu of foreclosure; provided, however, that the provisions of Sections 1 through 4, inclusive, shall continue to be binding upon and effective against any Owner of a Lot if the Lot is acquired by any Owner from the first mortgagee or beneficiary under a first deed of trust by any foreclosure, trustee's sale or otherwise.

(b) Lot 14, Outlot "A" and the Owners of such Lots.

Section 6. Covenants Run With Land. All the terms, conditions, covenants and restrictions contained in this Article VI shall perpetually run with and bind the Properties and shall be binding upon all Lot Owners having or acquiring at anytime any right, title or interest of any kind in or to any of the Properties or a part thereof.

Section 7. Constructive Notice and Acceptance of First Refusal and Purchase Option Terms. Every Lot Owner who now or hereafter owns or acquires any right, title or interest in or to any portion of the Properties is and shall be conclusively deemed to have consented and agreed to all of the terms and provisions of this Article VI, whether or not any reference to any of the terms and provisions of this Article VI is contained in the instrument by which such person or entity acquired any right, title or interest in any of the Properties.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Except for the authority and powers specifically granted to the Declarant herein, the Declarant, the Association, or any Owner of a Lot, shall have the right to

enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other amounts due for such violation. Further, every act or omission in violation of the terms and provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth in this Declaration, may be abated or enjoined by the Declarant, Association or any Owner of a Lot. Failure by the Declarant, Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of seventy-five (75) years from the date this Declaration is recorded (excluding the easements created herein which shall run with and bind the Properties in perpetuity), after which time they may be automatically extended for successive periods of twenty-five (25) years by action of not less than seventy-five percent (75%) of the Owners. Except for the Declarant rights reserved in Section 4 and subject to complying with the provisions of Section 5 of this Article, this Declaration may be amended or canceled by an instrument signed by the Declarant and not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records of Douglas County to be effective.

Section 4. Declarant Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of six (6) years from the date of the recordation of this Declaration. Further, by written consent of the Declarant for a period of six (6) years from the date hereof, any or all of the covenants, conditions, restrictions and easements as they apply to the Lots may be waived modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Properties and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and binding and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification or amendment.

Section 5. Special Declarant Rights. Declarant or its successors or assigns reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant and recordation of such Notice in the real estate records of Douglas County, Nebraska. In that event, the Declarant shall have the right to appoint the Association or another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same rights, powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this


Declaration shall modify in any manner the provisions of this Section 5 unless consented to in writing by Declarant.

Section 6. Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, transferees and successors and assigns of the Owners of the Lots.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration this 14th day of JUNE, 2012.

DECLARANT:

IRVINGTON VOLUNTEER FIRE
DEPARTMENT INCORPORATED,
s/k/a Irvington Volunteer Fire
Department Inc., s/k/a IRVINGTON
VOLUNTEER FIRE DEPARTMENT,
a Nebraska Nonprofit Corporation

By: 
Name: Greg Gilmore
Title: Its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of June, 2012, by Greg Gilmore, President of Irvington Volunteer Fire Department Incorporated, a Nebraska nonprofit corporation, on behalf of the corporation.


Notary Public

