

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration made this 15th day of December, 1982,
by A & H Realty Co., A Nebraska Corporation; Northeast Investment Co., A
Nebraska Corporation; Northeast Savings & Investment Co., A Nebraska Corpora-
tion; Herbert H. Heumann; Dorothy C. Heumann; all owners of real property
described as:

The North 138.7 feet of Lot 1, Block One
The Remaining Portion of Lot 1, Block One
Lot 1, Block Two
The North 121.86 feet of Lot 1, Block Three
The South 140.0 feet of Lot 1, Block Three
Lots 1 and 2, Block Four
All in East Campus Square, an Addition to Lincoln,
Lancaster County, Nebraska, as shown on the plat of
same, a copy of which is attached hereto and made a
part hereof.

Said Owners do hereby declare that said real estate shall be held,
sold, and conveyed subject to the easements, restrictions, covenants reserva-
tions, liens, charges and conditions which shall run with the land and shall
be binding upon all parties having or acquiring any right, title, or interest
thereon or any part thereof, as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the East Campus Square
Property Owners Association, which has been incorporated under the Nebraska
Non-Profit Corporations Act, and its successors.

Section 2. "Property" shall mean and refer to the real estate above
described, together with such additions as may be made thereto under the terms
of this Declaration.

Section 3. "Lot" shall mean and refer to any designated portion of the
property as shown on the recorded subdivision plat.

Section 4. "Member" shall mean and refer to any person or entity who
holds membership in the Association through ownership of a Lot or portion
thereof.

Section 5. "Owner" shall mean and refer to the record owner, whether
one or more persons or entities, of any Lot which is a part of the Property,
including contract sellers, but excluding those having such interest merely
as security for the performance of any obligation.

ARTICLE II

Membership and Organization of the Association

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot that is subject to the terms of this instrument shall be a member of the Association, including contract sellers, but not including persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

Voting Rights

The Association shall have one class of voting membership:

Class A members of the Association shall be all those owners as defined in Article II hereof. Class A members shall be entitled to one vote for each square foot in the Lot in which they hold the interest required for membership. When more than one person holds an interest in any Lot, all of such persons shall be members, but in no event shall more than one vote per square foot be cast with respect to one Lot, and the votes for such Lot shall be exercised as they among themselves shall determine.

ARTICLE IV

Covenant for Maintenance AssessmentsSection 1. Creation of the Lien and Personal Obligation Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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, costs, and reasonable attorney's 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 his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the Lots, as well as landscaping, snow removal, lawn care, maintenance of private roadways, private sanitary sewers and private storm sewers.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, 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 construction, reconstruction, repair or replacement of a capital improvement, including the private roadways, private sanitary sewers and private storm sewers. Improvements, other than roadways and storm sewers, shall have the assent of two-thirds (2/3) of the votes of all members, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to such notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots of the property on the first day of the month following the filing of this document, approved by the City of Lincoln adding this property as a subdivision in Lincoln and including this property in the Association.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 7. Effect of Non-Payment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate fixed by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

General Provisions

Section 1. No Lot shall be used except for purposes prescribed by the zoning ordinance of the City of Lincoln for the zoning applying to each Lot.

Section 2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which shall be, or may become, an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any Lot at any time as a residence.

Section 4. Dwellings constructed in another addition or location shall not be moved to any Lot within this addition.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

Section 6. East Campus Square shall be developed in the manner required by the City of Lincoln by its platting ordinance, including required trees, shrubs, grasses, and all installations thereon, and therein shall be continuously maintained by the Association.

ARTICLE VI

Enforcement of Requirements

Section 1. In the event that the owner of any Lot located in East Campus Square Addition shall fail to fully satisfy the requirements set forth within these Covenants and Restrictions, within the time prescribed by the ordinance and community unit plan adopted by the City of Lincoln, the Association may proceed, after prior written notice to Lot owners of record, and fulfill and complete any work necessary to meet said requirements. The Association may charge each Lot owner for its proportionate share of any costs incurred in fulfilling said Owner's requirements. If said charges are not paid within thirty (30) days from the date of billing, the Association may file a lien upon the property of said Owner and may bring on action at law to collect same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees shall be added to the amount of such charges.

ARTICLE VII

Party Walls

Section 1. Each wall that is built as a part of the original construction of the structures upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply.

Section 2. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the

other Owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Notwithstanding any other provision of this Article, an Owner, who, by his negligence or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved in such dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The cost of any such arbitration shall be born equally by the parties involved. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within twenty (20) days after notice by one Owner to the other Owner that a dispute exists.

ARTICLE VIII

Exterior Maintenance

In the event that an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel of ground and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the annual assessments to which such Lot is subject.

ARTICLE IX

Easements

The easements over and across the Lots shall be those shown on the recorded plat of the subdivision, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions, and Restrictions, by the Directors of the Association.

ARTICLE X

Easements - Ingress, Egress and Parking

Each Owner hereto, as grantor, hereby grants to the other Owners for the benefit of the other owners, their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other Owners as grantees, the right in common with each other of mutual nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across that portion of each Lot and all private drives as is from time to time designated for such purposes.

ARTICLE XI

General Provisions

Section 1. It shall be the general obligation and duty of the Association to properly maintain and repair all walks, drives, open drainage areas, parking areas, parking islands, storm sewers, landscaping, and all structures and improvements therein, or a part of the common system in accordance with reasonable standards as generally required by the City of Lincoln. Maintenance shall include snow removal on drives, walks, and parking areas. Nothing in this Declaration shall be construed as any limitation upon the authority of the City of Lincoln, to enter upon said property and perform necessary maintenance should the Association fail to do so, and to assess the property with the cost thereof.

Section 2. The Association, any member thereof, or the City of Lincoln, shall have the right to enforce, by proceedings at law or in

equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any member thereof, or the City of Lincoln to enforce any covenant or restrictions herein contained shall, in no event, be deemed a waiver of the right to do so.

Section 3. Any firm, person, corporation, or other entity, which shall succeed to title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall, upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed as herein provided. Conveyance by such person, firm, corporation, or other entity shall pass membership in the Association to the Buyer as herein provided.

Section 4. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration, after which time said covenants and restrictions shall be automatically extended for successive terms of ten (10) years, unless revoked or amended by instruments signed by not less than ninety per cent (90%) of the Owners in the Association, if during the first twenty (20) years, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners in the Association. Any instrument amending, modifying or cancelling this Declaration must be approved by the City of Lincoln and must be properly acknowledged and recorded before it can be effective.

Section 5. In the event that the Association, the members thereof, or the directors of the Association shall fail or neglect to perform its rights, duties, and obligations in accordance with the intents, purposes, and provisions of this Declaration, then the Association reserves the right to call such meetings, make such appointments, and to take further action as may be necessary, from time to time, to insure that the

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed by the Owners, the day and year first above written.

Herbert H. Heumann

Dorothy C. Heumann

NORTHEAST SAVINGS & INVESTMENT CO.

By:

Brian Kamler
Brian Kamler, Executive Vice
President

A & H REALTY CO.

By: Herbert H. Heumann
Herbert H. Heumann, President

NORTHEAST INVESTMENT CO.

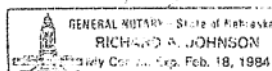
By: Herbert H. Heumann
Herbert H. Heumann, President

STATE OF NEBRASKA)
) ss:
)
 Lancaster County)

Before me, a duly qualified Notary Public in and for said county and state, personally came Herbert H. Foremann, known to me to be the same and identical person who signed the foregoing instrument as President of A & H REALTY CO. and President of NORTHEAST INVESTMENT CO., and he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said A & H REALTY CO. and NORTHEAST INVESTMENT CO.

WITNESS my hand and seal on this 15th day of December, 1986.

Notary Public

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Before me, a duly qualified Notary Public in and for said county and state, personally came Brian Kamler, known to me to be the same and identical person who signed the foregoing instrument as Executive Vice President of NORTHEAST SAVINGS & INVESTMENT CO., and he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said NORTHEAST SAVINGS & INVESTMENT CO.

WITNESS my hand and seal on this 10th day of December, 1988.

Notary Public

