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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR FOREST RUN
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Van Lea, L.L.C., a Nebraska limited liability company (hereinafter the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 11, inclusive, in Forest Run, a subdivision as surveyed, platted and recorded in Sarpy 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, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

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. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for residential purposes.
2. No more than one (1) detached single-family dwelling, not to exceed two and one (2 1/2) stories in height excluding basement is permitted per lot. All houses must face the street unless approved otherwise by the Declarant.

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- 3. Minimum dwelling size shall be as follows:
 - a. For a ranch style (one-level) or split-entry home, the ground floor (or main level) shall contain not less than 1,800 square feet of finished living area.
 - b. A split-level, tri-level or multi-level home shall contain not less than 2,100 square feet of finished living area.
 - c. For a 1 1/2 or 2 story home the total finished living area for 1st and 2nd floor shall contain not less than 2,300 square feet.

The computation of living area shall be exclusive of porches, breezeways and garages.

- 4. For each dwelling there must be erected a private garage for not less than two (2) cars, nor more than (3) cars).

5. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, 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:

(i) An owner 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 reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

(ii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, 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 form a developed residential community with homes constructed of high quality materials. 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.

(iii) Written notice of any refusal to approve 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 refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, 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 obligations 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.

Following the ten (10) year period set forth above or when the Declarant no longer owns lots whichever occurs first, then the architectural control rights set forth in this paragraph shall automatically transfer to the Homeowners Association and continue for the duration of said Declaration.

6. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or stucco. Roofs shall be tile, wood, asphalt, fiberglass, wood fiber or such other materials as may be approved by the Declarant.

7. 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"; 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. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. 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, their agents or assigns, during the construction and sale of the Lots.

8. No dome type or modular dwelling may be constructed on any lot in this subdivision.

9. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot unless approved by the Declarant pursuant to paragraph 5 above.

10. 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 inconspicuous a manner as possible.

11. 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) except that during the months of April through October vehicles may be parked in the driveway only. 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, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways

or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

12. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. 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. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence.

13. 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. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. All produce or vegetable gardens shall be maintained only in rear yards.

14. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

15. Any and all animals or livestock maintained on the premises shall be kept in accordance with the requirements of the City of Gretna, Nebraska. All structures used for the housing and maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner. Birds, poultry, cats or dogs may be kept, provided they are not raised, bred or maintained for any commercial purposes. Hoofed animals may be kept on the premise, but not to exceed two (2) animals per Lot. No swine shall be permitted. Any animal causing disturbances, biting or a general nuisance may be required to be removed.

16. 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 eight (8) inches. The Homeowners Association shall have the authority, but not the responsibility to mow and clean lots in disrepair. Prior to any work, the Homeowners Association shall give ten (10) days prior written notice to the owner(s) of record of its intent to mow and/or clean and to the extent that said owner(s) refuse, neglect or refrain from mowing and/or cleaning said lot within ten (10) days of said notice, then the Homeowners Association may perform such work and charge the owner(s) thereof with the reasonable cost of such work.

17. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Forest Run to any Lot.

18. All Lots must plant a minimum of six (6) trees with a minimum height of four (4) feet in the front of the rear building line.

**ARTICLE II
EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and the for transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land abutting the rear boundary lines of all lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to the City of Gretna and Peoples Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

**ARTICLE III
HOMEOWNER'S ASSOCIATION**

1. The following definitions shall apply for the purposes of this Article:
 - a. "Association" shall mean and refer to the Forest Run Homeowners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.
 - b. "Improved Lot" shall mean and refer to any Lot of the Properties on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article I will likewise be applicable to this Article.

2. Every owner of a Lot shall be a member of the Forest Run Homeowner's Association to be established for the purpose of maintaining the concrete/asphalt streets, including, but not limited to snow removal, and other improvements generally deemed "public" dedicated as easement areas and the unmaintained lots to the extent as set forth in Article I, paragraph 16, and for such other purposes as may generally benefit the health and welfare of the area Homeowners Association. The Homeowner's Association shall cover all of the lots in Forest Run. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Declarant, for each Lot owned within the Properties as defined herein, 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 covenant and agreed to pay to the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys'

fees shall be and constitute, until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

4. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to maintain, repair and replace when necessary the improvements described and for the general health and welfare of the area.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessment for improvement lots.

6. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improvement Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became 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.

9. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

10. The Homeowner's Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control. The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant. Not later than sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots, in all phases of the Forest Run, to owners other than the Declarant, a majority of the members of the Board of directors shall be elected by the owners of Lots other than the Declarant. The Declarant's reserved right to appoint members of the Board of Directors and officers of the Association shall terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Lots, in all phases of Forest Run, to owners other than the Declarant. The Declarant may voluntarily

surrender the right to appoint and remove officers and members of the Board before termination of the foregoing.

**ARTICLE IV
GENERAL PROVISIONS**

1. The Declarant or any owner of a Lot 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. 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 ten (10) years from the date hereof.

3. It is intended that subsequent phases of Forest Run shall be incorporated into and become a part of this Declaration upon final plat approval and the completion of streets and other "public" infrastructure.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

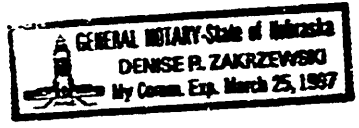
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 31 day of October 1996.

VAN LEA PROPERTIES, L.L.C., Declarant,

By: John C. Vandembroucke
John C. Vandembroucke, Managing Member

and

By: Linda M. Vandembroucke
Linda M. Vandembroucke, Managing Member

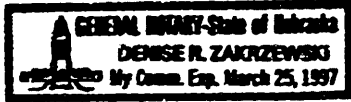


Denise P. Zakrzewski
10/31/96

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came John C. Vandemboucke, Managing Member of Van Lea Properties, Inc., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 31 day of October 1996.

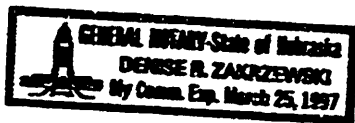


Denise R. Zakrzewski
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Linda M. Vandemboucke, Managing Member of Van Lea Properties, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and Notarial Seal this 31 day of October 1996.



Denise R. Zakrzewski
Notary Public

Notary Public, State of Nebraska
My Comm. Exp. March 25, 1997