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BOOK 537 PAGE 289

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GLENBROOK (LINDEN PARK)

THIS DECLARATION, made on the date hereinafter set forth by DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership, and LEACH & ARNOLD HOMES OF NEBRASKA, INC., a Nebraska corporation, hereinafter collectively referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, which is more particularly described as:

Lots 5 through 157 inclusive, and Lots A through I, inclusive, in Glenbrook, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska,

and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to GLENBROOK HOMES ASSOCIATION, a Nebraska non-profit corporation formed October 26, 1973, the identical corporation serving Woodgate, a subdivision in Douglas County, Nebraska, and referred to in the covenants for said Woodgate, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may now or hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the owners and/or members of the Association, subject to the limitations and restrictions hereinafter noted. Prior to the conveyance of the first lot, the Association shall own Lots "B", "C", "D", "H" and "I", in Glenbrook, a subdivision in Douglas County, Nebraska, and shall lease from Sanitary and Improvement District No. 250 of Douglas County, Nebraska (hereinafter referred to as "District"), under a twenty-five (25) year lease and maintenance contract the following described real property owned by the District, to-wit:

Lots A, E and G, in Glenbrook, a subdivision in Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer collectively to DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership, and LEACH & ARNOLD HOMES OF NEBRASKA, INC., a Nebraska corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner and/or member of the Association shall have a right and easement of enjoyment in and to the Common Area and in and to clubhouse, swimming pool and related facilities over which the Association has jurisdiction, located in said Woodgate, a subdivision, which said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any of said recreational facilities, and by contract to extend the right to use such recreational facilities to non-members of the Association upon payment of required fees and charges;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or non-profit corporation for use for purposes similar to those for which Association was created, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowner's use and reasonable access to the recreation facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(d) the right of the Association to limit the number of guests of Owners on recreational facilities;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP

Every Owner as defined in Article I, Section 2, under this Declaration shall be a member of the Association. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Membership in the Association shall also include the owners of Lots in any subdivision, as surveyed, platted and recorded, other than Glenbrook, or the owners of any part, parcel or portion of such platted lots upon which a dwelling unit is or shall be constructed, over which the Association shall have or be given jurisdiction by Declarant.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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) on December 31, 1980.

ARTICLE V

COVENANT FOR MAINTENANCE 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 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. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. 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 for the following purposes:

(a) To promote the recreation, health, safety, and welfare of the residents in the Properties;

(b) For the improvement, maintenance and insurance of the Common Area and recreational facilities situated thereon or any other recreational facilities made available by the Association for the use and enjoyment of its members, and the payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) For maintenance and repair, including snow removal, on all non-dedicated vehicular trafficways and pedestrian walkways in the Common Area; for maintenance of street signs on same; and for maintenance and repair of all street lights or other lights in said Common Area and non-dedicated pedestrian and vehicular trafficways or easements.

(d) For maintenance and repair of all master water, gas and sewer lines in non-dedicated vehicular trafficways.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be FIFTEEN DOLLARS (\$15.00) per lot. (To determine MAXIMUM ANNUAL ASSESSMENT multiply monthly assessment by twelve).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten per cent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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 upon the Common Area, including fixtures and personal property related thereto, and of the clubhouse, swimming pool and related facilities over which the Association has jurisdiction, located in said Woodgate, a subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 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 votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same 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 60 days following the preceding meeting.

Section 6. 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the leasing of the Common Area, except that such assessments shall not be applicable to any Lot until the construction of a dwelling unit thereon shall be substantially completed. The first 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 period. The annual assessments shall be and

become a lien as of the date of the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto immediately following the assessment date. 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the due date at the rate of nine per cent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a mechanics lien foreclosure. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The mortgagee of the subject property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure to the mortgagee.

Section 9. 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 shall not affect the assessment lien. However, the 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 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.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority;
- (b) the Common Area; and
- (c) the lots upon which dwelling units are not substantially completed.

ARTICLE VI

PARTY WALLS

Section 1. Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on Lots, which reciprocal easements shall be for mutual support and shall be governed by this Declaration and more particularly the succeeding sections of this Article. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

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Section 2. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties 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 negligency or willful acts of omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or Other Casualty. 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 make 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 any 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 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent 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 6. Right to Contribution Runs with Land. 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 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Association, acting through its Board of Directors, shall arbitrate such dispute. Three directors appointed by the President, none of whom shall be a party to the dispute, shall act as a Board of Arbitration, and the decision shall be by a majority vote of the Board of Arbitration after an arbitration proceeding. 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 party to the other party and to the Association that a dispute exists.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, landscaping or other structure or improvement, including but not limited to, playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees, shrubs, shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, heights, materials, color of paint, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

The Board, or its designated committee, shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Board or committee's option, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Board or committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this Declaration.

The Board or committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Board or committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Board or its said committee shall be final.

Neither the undersigned nor any architect or agent of the undersigned nor any member of the Board or its said committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Board or its said committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Board or its said committee shall be entitled to any compensation for services preformed pursuant to this covenant.

ARTICLE VIII

USE RESTRICTIONS

A. The use of the Common Area shall be subject to the restrictions set forth in Article II, Section 1, and to those restrictions hereinafter set forth.

B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

C. No Owner shall place any structure whatsoever upon the Common Area nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members.

D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

E. The Properties are hereby restricted to residential dwellings for residential use and structures and uses related to the convenience and enjoyment of such residential use, including but not limited to park and recreational facilities, such as tennis courts and swimming pools, together with schools and churches.

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. Included within such regulations, but not by way of limitation thereof, shall be a prohibition against dogs, cats, and other household animals being allowed to run at large within the Properties and Common Area, and a requirement that same at all times be on a leash or other immediate control of their owner. It shall be the duty of the Association to keep the common property free from litter and feces caused by and left by pets. The owners of any pets known to be at large shall be properly assessed by the Association for the cleanup expenses incurred.

G. 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 that a dog house for not more than one dog shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Board or its said Committee.

H. No advertising signs (except one not more than five square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

I. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to lot lines, including, but not limited to the landscaping, parking areas, non-dedicated trafficways, and pedestrian walkways, and recreational facilities.

J. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, except as may be approved, in writing, by the Board of Directors of the Association.

K. Automobile parking will be subject to regulation and restriction by the Association.

L. No noxious 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.

M. No repair of automobiles will be permitted outside of garages or any Lot at any time; nor will any vehicle offensive to the neighborhood be visibly stored, parked, or abandoned in the neighborhood. No unused building material, junk, or rubbish shall be left exposed on any Lot except during actual building operations.

N. No boat, camping trailer, snowmobile, auto-drawn trailer of any kind, mobile home, truck jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

O. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

P. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time.

Q. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for a builder of said buildings, upon receipt of prior written permission from the Association, to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of including, but without limitation, a business office, a storage area, construction yards, signs, model units and sales office.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

ARTICLE IX

EASEMENTS AND LICENSES

A. The Association and its agents, contractors and designers shall have an easement and license to go upon any Lot at all times necessary in order to accomplish changes, replacements or repairs to sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described.

B. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said lots as may be necessary or required by utility companies or by any sanitary and improvement district furnishing gas, water, telephone, electrical and television or other utility services, or paved driveways and roadways to said Properties or the Common Area above described.

C. Declarant's Easements. Anything to the contrary herein notwithstanding, Declarant hereby reserves an easement and right-of-way over all Common Area, and over all Lots not conveyed for its sole use for the purpose of constructing improvements, utilities and other matters including the right to erect temporary buildings to store any and all materials.

ARTICLE X

COVENANTS FOR INSURANCE AND EXTERIOR LIGHTS

The Owner of each Lot, by acceptance of a deed to same from Declarant, is hereby deemed to covenant and agree as follows:

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A. To keep the building(s) on said Lot insured in a company or companies authorized to do business in the State of Nebraska against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils, in such amount or amounts as may be required by the Association. Such Owners shall likewise be deemed to covenant and agree to carry as part of said insurance coverage a "homeowners policy" or the equivalent thereof, providing liability insurance coverage for bodily injury and property damage in such amount or amounts as may be required by the Association. Such fire and extended coverage and liability insurance policies shall all identify the Association as an additional named insured thereon and duplicate policies shall be kept on file with Association at all times. Said policies of insurance shall each contain a proviso requiring the insurance carriers to notify the Association in writing at least thirty (30) days prior to any cancellation thereof. Failure of any Owner to comply with the terms of the covenants herein contained in this Article X shall entitle Association to obtain said insurance coverages and include the premium costs thereof in the amount of assessments levied against each said Owner's Lot in the manner and at the times specified in Article V hereof, above.

B. To pay for the electricity for one exterior light fixture operated by a photo-electric cell designed and installed by the builder either on the exterior of the dwelling unit to be constructed on said lot, or on a pole installed on said Lot or on the adjacent Common Area, and, if constructed on a pole said light shall be supplied with current from an underground conductor. Said exterior light shall be maintained by the Association. The electrical energy necessary to operate said light shall be metered through the regular electric meter installed in said dwelling unit.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 of same, or to recover damages or other dues for such violation. Failure by the Association 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots. Any amendment must be recorded. Provided, however, that the Association shall have the right by an express written Permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot of any covenant or easement granted to the Association.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties after four (4) years following the date of this instrument with the consent of two-thirds (2/3) of each class of members. Additional land owned by Declarant, DODGE INVESTMENTS LTD. 7204, of record on date hereof, which is located in the vicinity of 7th Street and Interstate 680 in Douglas County, Nebraska, may be annexed to the Properties by the Declarant without the consent of members within four (4) years of the date of this instrument.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, delineation of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

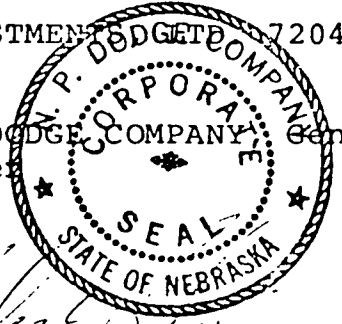
EXECUTED this 31st day of May, 1974.

LEACH & ARNOLD HOMES OF NEBRASKA, INC., Declarant

DODGE INVESTMENT COMPANY 7204, Declarant

By: [Signature] President

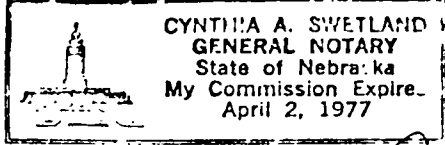
By: [Signature] President



STATE OF NEBRASKA) On the date last above written, before me,)ss. the undersigned a Notary Public in and for COUNTY OF DOUGLAS) said County, personally came CHARLES A. PETERS, President of

N. P. DODGE COMPANY, a Nebraska corporation, which corporation is General Partner of the Limited Partnership hereinabove noted, to me personally known to be the President and the identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation as General Partner of said Limited Partnership, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County of the date last above written.



[Signature] Notary Public

My Commission expires April 2, 1977.

STATE OF Colorado) On the date last above written, before me,)ss. the undersigned a Notary Public in and for COUNTY OF Boulder) said County, personally came Eugene E Arnold, President of LEACH & ARNOLD HOMES OF NEBRASKA, INC., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Boulder in said County on the date last above written.

[Signature] Notary Public

My Commission expires 9-27-76.

20 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 3 DAY OF June 1974 AT 3:40P M. C. HAROLD OSTLER, REGISTER OF DEEDS 7950