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Daniel B. Kinnamon
Erickson & Sederstrom, P.C.
Regency Westpointe
10330 Regency Parkway Drive
Omaha, NE 68114

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



(Space Above This Line for Recording Data)

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This Declaration (herein "Declaration") executed on the date hereinafter set forth is made by THC, Inc., a Nebraska nonprofit corporation, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

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

Lots 59 through 67 in Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

Declarant desires to provide for the preservation of the values and amenities of the Lots within Lakeside Hills, for the maintenance of the character and residential integrity of the Lots within Lakeside Hills and for the purpose of enhancement and protection of the value and desirability of said Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots 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 Lots, and the enjoyment of the Owners and residents of the Lots. These easements, restrictions, covenants and conditions shall run with the Lots and shall be binding upon all parties having any right, title or interest in each Lot or any part thereof, as is more fully described herein. The Lots are and shall be subject to each and all of the following easements, restrictions, covenants and conditions:

**ARTICLE I
DEFINITIONS**

1.1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is subject to this Declaration, but

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excluding those having such interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

1.2 "Lot" or "Lots" shall mean and refer to only Lots 59 through 67, inclusive, in Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and include any improvements now or hereafter appurtenant to such Lot or Lots.

ARTICLE II **RESTRICTIONS AND COVENANTS**

2.1 No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground (herein referred to as "Improvement" or "Improvements") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article III. In addition to the procedures and rules of the DRB, any Lot Owner having proposed Improvements shall be subject to the following:

- a. Any Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described and required under Article III; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.
- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the Lots and to protect the value, character and residential quality of all Lots. If DRB determines, in its sole discretion, 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, the DRB may, in its discretion, refuse approval of the proposed Improvement.

- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation of any kind whatsoever shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Declaration, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.

2.2 Each Lot shall be used exclusively for single family residential purposes. Not more than one detached single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots and no homes may be attached as duplexes by use of zero lot line and party wall. No dwelling shall exceed two and one-half stories in height. All homes constructed on the Lots must have a minimum of two-car attached garages. The ground floor enclosed area of every one-story single family dwelling, exclusive of open porches, open breeze-ways, basements and garages, shall not be less than 900 square feet. The above ground total finished living area of every multi-level single family dwelling shall be not less than 1,100 square feet.

2.3 All foundations shall be constructed of concrete, concrete blocks, brick or stone. If concrete or concrete block, any exposed foundation wall shall at all times be painted with a DRB approved color. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. All fireplaces or heating stove chimneys shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake, asphalt, or other shingles materials approved in writing by DRB.

2.4 No advertising signs, billboards, placards or 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 eight (8) square feet, advertising the 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. This

provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to Lakeside Hills as the Declarant deems acceptable, constructing and maintaining entrance monument signs and displays as the Declarant deems acceptable, and such other signage as the Declarant might approve or deem appropriate.

2.5 No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Lot or on the structures thereon. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

2.6 No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk, or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible.

2.7 No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, aircraft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Lot (other than in a completely enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets, however, this paragraph 2.7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such residence dwelling or other Improvements during the period of construction.

2.8 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 immediate pick up 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 only when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

2.9 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 adjacent Lots.

2.10 No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line of any Lot unless otherwise approved by the DRB. No

tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

2.11 No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure on any Lot unless otherwise approved in writing by the DRB. In all events the construction, placement or erection of any fence or retaining wall on a Lot must be approved by DRB as part of Owner's Improvement plans, as hereinabove provided.

2.12 Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence shall be constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

2.13 No swimming pool may extend more than one (1) foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

2.14 Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for the construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

2.15 A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

2.16 Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted.

2.17 No stable or other shelter for any animal, livestock, fowl, poultry or reptile shall be erected, altered, placed or permitted to remain on any Lot, except for one (1) dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specifications of the dog house and dog run, as Improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure, concealed from public view.

2.18 Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

2.19 No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Lakeside Hills to any Lot without the written approval of the DRB.

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

2.21 All residences constructed on a Lot must be constructed so that each residence thereon has a front exposure that faces the south and the street now known as Frances Street.

2.22 Any residence constructed within the Lots subject to this Declaration, shall comply with the minimum lot line, and set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration, whichever requirements are greater.

ARTICLE III
DESIGN CONTROL - TO PRESERVE
THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

3.1 Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence, other building, landscaping, plantscaping, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement above or below the ground shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the DRB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to the surrounding structures and topography and as to conformance with the covenants, conditions, and restrictions set forth within and throughout this Declaration, and any amendments thereto.

3.2 Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than three (3) members, who need not be Owners of a Lot. The Declarant shall have the right to appoint all members of the DRB. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. Any vacancy occurring on the DRB because of death, resignation, or other termination of service of any member thereof, shall be filled by Declarant.

3.3 Duties of the DRB. The DRB shall have the following duties:

- a. To require an Owner's submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The DRB may also require submission of actual samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall be in its sole discretion and shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.

- c. Provided there are applications to be considered or applications requested to be reconsidered, the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.

- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration, as well as any supplemental, written documentation of standards and Design Criteria that it may, in its sole discretion, wish to develop or promulgate from time to time. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures, the topography of each Lot and the Lakeside Hills subdivision in general. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of the Lots as a first class residential community. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB may establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The Design Criteria may be amended from time to time by the DRB in its sole discretion.

Any written Design Criteria that may be issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration. Such Design Criteria shall be considered as supplemental to this Declaration.

- e. Notwithstanding anything contained in this Declaration to the contrary, neither the Declarant, the DRB, or any member of the DRB, shall have or be subject to any responsibility, liability or obligation to any Owner or any 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 of the restrictions or covenants contained in this Declaration. By accepting a deed for a Lot in Lakeside Hills, each Owner hereby knowingly and expressly waives any and all claims and/or causes of action for any matters described herein.

ARTICLE IV LANDSCAPING EASEMENTS

4.1 Landscaping Easements. Declarant hereby reserves and grants to itself and its transferees, successors and assigns a perpetual easement for the purpose of creating, constructing, and installing, in its sole and absolute discretion, any landscaping, plant materials and trees, over, upon, along, in and across the South eight feet (8') of each of the Lots and the East eight feet (8') of Lot 59 in Lakeside Hills, Douglas County, Nebraska (herein "Easement Areas"). The Owners of the Lots shall allow the Declarant and its employees, contractors, agents, licensees, transferees, successors and assigns reasonable access to and from the Easement Areas for the purpose of creating, constructing and installing, in Declarant's sole and absolute discretion, any such landscaping, plant materials and trees within the Easement Areas. It shall be the sole obligation of the Owners of each of the Lots to perpetually maintain, repair, replace, renew, and preserve any such landscaping, plant materials and trees installed within the Easement Areas on the Owners' Lot , and to perpetually mow, fertilize, prune and water such Easement Areas as reasonably necessary so as to maintain at all times such landscaping, plant materials and trees in good condition and appearance. The Owners of each of the Lots shall install and at all times operate and maintain an irrigation system within the Easement Areas on the Owners' Lot to serve any landscaping, plant materials and trees installed therein.

4.2 Easements Run With Land; No Waiver. The easements and covenants granted herein shall each run with the Lots perpetually, and shall inure to the benefit of and be binding upon the Owners of the Lots and each of their respective heirs, personal representatives, successors, transferees and assigns. No waiver of any breach of any of the easements, covenants or agreements contained herein shall be construed as to constitute a waiver of any other breach or a waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement, covenant or agreement.

4.3 Acceptance. The acceptance and agreement to each of the terms and provisions contained herein by the Owners of the Lots and each of their respective heirs, personal representatives, transferees, successors and assigns shall be conclusively evidenced by the recording of this Declaration with the Office of the Douglas County Register of Deeds.

ARTICLE V
GENERAL PROVISIONS

5.1 Enforcement. Except for the authority and powers and the limitation of liability specifically granted to the Declarant, the Declarant or any Owner of a Lot shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2 Covenants Run With Land. The covenants and restrictions of this Declaration shall run with and bind each Lot and Owner thereof for a period of twenty-five (25) years from the date of filing this Declaration in the public records for real estate conveyances, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless by written agreement of the then Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration, it is agreed to change said covenants and restrictions in whole or in part, said agreement to be executed and recorded in the manner provided by law for the conveyance of real estate in the State of Nebraska. 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 five (5) years from the date of the filing of this Declaration in the public records for real estate conveyances or so long as Declarant shall own a Lot covered by this Declaration, whichever event shall last occur. Thereafter, this Declaration may be amended or terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Any such amendment or termination to be effective must be recorded in the public records for real estate conveyances.

5.3 Declarant's Rights. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant in the public records for real estate conveyances. Upon such filing, the Declarant may appoint another entity, association or individual(s) to serve as Declarant, and such appointee(s) shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant or the DRB throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

5.4 Severability. Invalidation of any covenant or provision herein by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

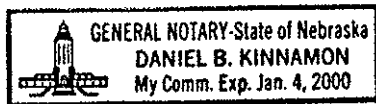
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed
this 28th day of September, 1997.

THC, Inc., a Nebraska Nonprofit Corporation,
the "Declarant"

By: Joseph P. Laferla
Joseph P. Laferla, Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of
September, 1997, by Joseph P. Laferla, President of THC, Inc., a Nebraska Nonprofit
corporation, on behalf of the corporation.



[Signature]
Notary Public