

THIS DECLARATION made on the date hereinagter set forth by EDWARD E. WILCZEWSKI-HAWKINS INVESTMENT COMPANY LIMITED PARTNERSHIP NO. 1, JOINT VENTURE and KATHLEEN L. WILCZEWSKI, wife of EDWARD E. WILCZEWSKI, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties", in the County of Douglas, State of Nebraska, which is more particularly described as:

Lots One (1) to One Hundred Eight-Eight (188) inclusive, and Lot One Hundred Ninety-One (191), The Knolls 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value of desirability of said property.

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 which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described as well as any other property submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Assocition" shall mean and refer to The Knolls Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

Section 2. "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 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 hereinafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by Sanitary and Improvement District No. 229 of Douglas County, Nebraska, or its successors-in-interest, for the common use and enjoyment of the owners. The Common Area at the time of the conveyance of the first lot is described as follows:

Lot One Hundred Ninety-One (191), The Knolls 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

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

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 95% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 95% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to EDWARD E. WILCZEWSKI-HAWKINS INVESTMENT COMPANY LIMITED PARTNERSHIP NO. 1, JOINT VENTURE and KATHLEEN L. WILCZEWSKI, wife of EDWARD E. WILCZEWSKI, its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

(a) "Resident 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.

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed 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 to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges for the purposes hereinafter set forth in Section 2 hereof, and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or 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 without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be the sum of One Dollar (\$1.00) per month until commencement of construction thereon, and after the commencement of construction and until said lot be improved as herein defined, the regular assessment shall be Two Dollars (\$2.00) per month for each unimproved lot. The budget and assessments shall be approved and ratified by the Directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses. 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 improve-

ment upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area to Sanitary and Improvement District No. 229 of Douglas County, Nebraska. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 95% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, 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 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6. Effect of Nonpayment 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 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 the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 7. 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 8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to

harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board ("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.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

(d) to any portion of a building leased for residential purposes for a term exceeding one year,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable thereto. No fence shall be permitted in the rear yard patio areas. No truck, trailer, boat, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area or street in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Plantings, etc. Contemporaneously with the completion of improvements on the premises, each lot shall be sodded in all locations not improved by buildings or paving. A minimum of five (5) deciduous trees shall be planted upon the lot upon completion of improvements, two of which trees shall be implanted in the front yard of the lot. Additionally, a minimum of seven (7) other bushes or shrubs shall be planted upon each lot at the completion of said improvements, all of which shall be planted in the front yard of the lot. All or

said sodding, trees, bushes or shrubs shall be adequately maintained upon the premises.

Section 5. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 6. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No motorcycles, motor carts, motor scooters, minibikes or snowmobiles (other than those permitted in Omaha City Parks) shall be permitted or used in the Common Areas.

Section 7. Lighting. All homes constructed on the properties shall have installed a front yard light or spotlight attached to the house or garage which will illuminate the driveway and front door area of each house. The Association created hereby shall have the authority at its discretion to hire a security guard or guards or subcontract to a security company for employment of security guards for 24-hour security of the homes on the properties.

Section 8. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 9. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 10. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

Section 11. General Building Restrictions. All lots within the properties other than the Common Area shall be used only for single family residences, and not more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said lots, and no such dwelling shall exceed two stories in height. All homes constructed on said lots must have two-car garages, and must have completed at the time of occupancy the equivalent of two full baths as said term is used in the custom and practice of the homebuilding industry in Omaha, Nebraska. The ground floor enclosed area of every single family dwelling, exclusive of open porches, open breezeways, basements and garages, shall be not less than 1,200 square feet for a one-story dwelling, and not less than 1,000 square feet for a one and one-half or two-story dwelling. All exposed foundations of each improved lot shall be either bricked, brick-scored concrete block painted in

brick colors to harmonize with the exterior of the home, or painted, poured brick, formed foundations. Foundations may also be finished with stucco provided the same shall harmonize with the architectural design of the dwelling. Declarant hereby reserves and shall have the exclusive right to modify or waive the provisions of this Section 11 of Article VI of this Declaration, in whole or in part, as to any lot or lots in cases where in the exercise of Declarant's discretion Declarant deems such modification or waiver to be necessary or advisable by reason of special circumstances, to prevent hardship, or for any other reason considered sufficient by Declarant.

ARTICLE VII

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. Failure by the Association 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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-year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described as The Knolls, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns to the properties without the consent of members of the Association within five (5) years of the date of this instrument by executing and recording with the Register of Deeds of Douglas County, Nebraska an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient or necessary for accommodation of the different character of such property but not inconsistent with the residential character of The Knolls; provided, however, that as long as there is a Class B membership the annexation of additional properties, the dedication of any Common Area and amendment of this Declaration of Covenants, said annexation, dedication, and/or amendment may only be done upon the prior written approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of August, 1973.

EDWARD E. WILCZEWSKI-HAWKINS
INVESTMENT COMPANY LIMITED
PARTNERSHIP NO. 1, JOINT VENTURE
and KATHLEEN L. WILCZEWSKI, wife
of EDWARD E. WILCZEWSKI

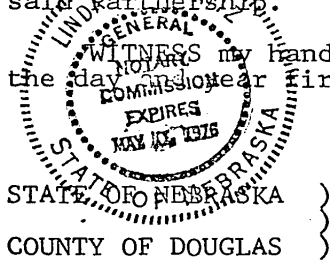
By Edward E. Wilczewski
Edward E. Wilczewski, General
Partner

By John A. Blouch
President of Hawkins
Investment Company, General Partner
By Kathleen L. Wilczewski
Kathleen L. Wilczewski, wife of
Edward E. Wilczewski

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 13th day of August, 1973, before me, a Notary Public, in and for said county and state, personally appeared EDWARD E. WILCZEWSKI, General Partner of EDWARD E. WILCZEWSKI-HAWKINS INVESTMENT COMPANY LIMITED PARTNERSHIP NO. 1, JOINT VENTURE and KATHLEEN L. WILCZEWSKI, wife of EDWARD E. WILCZEWSKI, who are personally known to me to be the identical persons who subscribed the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year first above written.

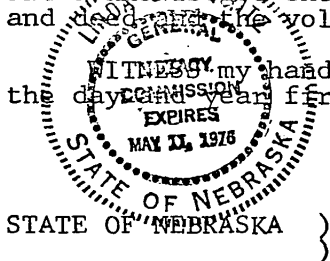


Linda Gail Fwiz
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 13th day of August, 1973, before me a Notary Public in and for said county and state, personally appeared Robert E. Blouch of Hawkins Investment Company General Partner of EDWARD E. WILCZEWSKI-HAWKINS INVESTMENT COMPANY LIMITED PARTNERSHIP NO. 1, JOINT VENTURE and KATHLEEN L. WILCZEWSKI wife of EDWARD E. WILCZEWSKI, who are personally known to me to be the identical persons who subscribed the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year first above written.

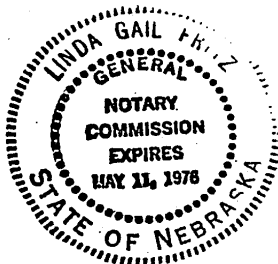


Linda Gail Fwiz
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 13th day of August, 1973, before me a Notary Public, in and for said county and state, personally appeared KATHLEEN L. WILCZEWSKI, wife of EDWARD E. WILCZEWSKI, a General Partner of EDWARD E. WILCZEWSKI-HAWKINS INVESTMENT COMPANY LIMITED PARTNERSHIP NO. 1, JOINT VENTURE and KATHLEEN L. WILCZEWSKI, wife of EDWARD E. WILCZEWSKI, who is personally known to me to be the identical person who subscribed the foregoing Declaration and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year first above written.



Linda Gail Fwiz
Notary Public

71.25
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
MAY 24 9:29 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS
10 DAY OF May 1973