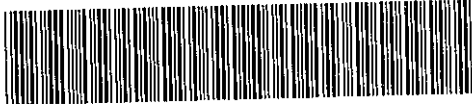


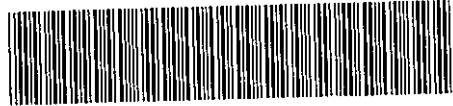
RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE VILLAS AT SKYLINE WOODS
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Golf Real Estate Development, L.L.C., a Nebraska Limited Liability Company ("Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 39, inclusive and Outlot "A", in The Villas at Skyline Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements ("the Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms:

Contemporaneously with the later of the filing of these Covenants or the filing of the Articles of Incorporation of The Villas at Skyline Woods Homeowner's Association established pursuant to Article V hereof, Declarant shall convey Outlot A to The Villas at Skyline Woods Homeowner's Association (the "Association").

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for any common or public use or purpose. Each dwelling shall be single story ranch style and contain a minimum of 1650 square feet of living area above ground level excluding decks, porches and garages.

2. For each dwelling there must be erected a private attached garage for not less than two (2) cars.

3. For a period of ten (10) years after the filing of this Declaration or the date that the Declarant is no longer the owner of any lot or lots, whichever first occurs, no residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, dog house, stable, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external Improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which received the prior approval of Declarant as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall be consistent with these Covenants and reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors (which must be earthtone colors), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.
- (ii) Declarant shall review such Plans in relation to the type and exterior of Improvements and construction or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

- (iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.
- (iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.
- (v) Upon formation of the Association as set forth in Article V below, the Declarant may delegate the design review function to the Association's Design Review Committee. Declarant shall retain the right to terminate any such delegation of function so long as it still is the owner of one or more Lots and the ten (10) year period has not elapsed.

Unless earlier otherwise transferred to the Association, upon the expiration of the aforementioned ten (10) year period or when the Declarant no longer owns any Lots, Declarant's rights set forth above shall be transferred to, and administered by the Association set forth in Article V below. Upon such transfer, the Association shall succeed to all the rights of the Declarant to the extent that wherein the term Declarant is used in this Declaration the term Skyline Woods Homeowner's Association shall be substituted therefore.

4. All exterior surfaces above the foundation and beneath the roof shall be brick, simulated brick, stone, stucco or lap siding. All windows shall be vinyl clad. The exposed front foundation wall as well as any foundation wall facing a street of all residential structures must be constructed of or faced with brick or simulated brick or stone. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving, stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Exterior fireplace chimneys or chases shall be covered with brick, stone or other material approved by Declarant. Roofs shall be weathered wood in color and of textured asphalt or other material acceptable to Declarant.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot. Provided, however, that this provision shall not exclude temporary "For Sale" signs with an area of not more than six (6) square feet; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot.

Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot. Provided, however, that television satellite reception dishes no greater than eighteen (18) inches in diameter may be permitted attached to the dwelling at such location as may be approved by Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles 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 any Lot except during actual building operations, and then only as needed and as inconspicuous as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, recreational vehicle or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) except that during the months of May through September such vehicles may be parked in the driveway only for not more than forty-eight (48) hours. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fences

of any kind (except invisible fences), shall be permitted within the subdivision. No perimeter, boundary hedges or mass planted shrubs shall be permitted on any lot. All produce and vegetable gardens shall be maintained in rear yard locations only which are not visible from the street.

11. A dwelling on which construction has begun shall be completed within eight (8) months from the date the foundation for such dwelling was commenced, unless otherwise agreed to in writing by the Declarant.

12. If required by the municipality with zoning and permitting jurisdiction within the Lots, a public sidewalk which meets or exceeds applicable standards shall be constructed in front of each lot upon which a dwelling has been constructed and upon the street sides of each corner lot upon which a dwelling has been constructed.

13. No 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 constructed for one (1) dog belonging to the occupants of the lot shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view. Dogs and/or other animals shall not be allowed to bark, make other noises or otherwise act in a continuously offensive manner. For purposes of this section the rights of the Declarant, the Association shall include the remedy of requiring the owner to remove the offending dog or other animal from the Subdivision.

14. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches. In the event that this covenant is breached, Declarant or the Association, as the case may be, shall mow or otherwise correct such breach and the reasonable cost thereof may be assessed against the offending Lot. Each Lot shall be landscaped with a landscaping plan approved by Declarant. Such landscaping plan shall be subject to approval in the same way as all other Improvements. All landscaping plans shall include a full lawn sprinkler system.

15. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing Improvements shall be moved from outside The Villas at Skyline Woods Subdivision to any Lot.

ARTICLE II
EASEMENTS AND RESTRICTIONS
RELATING TO GOLF COURSE

1. All of the Lots adjoin the Skyline Woods Country Club Golf Course (the "Golf Course").

2. Declarant anticipates that the proximity of the Lots to the Golf Course will enhance their desirability and value to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Course onto the Lots ; and (ii) normal operation and maintenance of the Golf Course will involve operation of mowers and other power equipment during the evening and early morning hours.

3. The Declarant hereby declares and expressly disclaims responsibility, directly or indirectly, for: (i) Intrusion of errant shots onto the Lots; (ii) Intrusion of noise from mowing and other power equipment during all hours of the day and night; and (iii) any claim, complaint, cause of action, or matter relating to the operation and control of the Golf Course by the Skyline Woods Country Club, L.L.C., its successors or assigns. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto the Lots.

ARTICLE III
EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land abutting the rear boundary lines of all lots. A perpetual easement is hereby granted to Sanitary and Improvement District No. 303 of Douglas County, Nebraska, and Peoples Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or

retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE IV
NOTICE OF POTENTIAL TELEPHONE
FACILITIES CHARGE

Notice is hereby given that there is a potential Telephone Facilities Charge by U.S. West Communications, Inc.

ARTICLE V
HOMEOWNER'S ASSOCIATION

1. The following definitions shall apply for the purposes of this Article:
 - (i) **"Association"** shall mean and refer to the The Villas at Skyline Woods Homeowners Association, its successors and assigns, a Nebraska non-profit corporation.
 - (ii) **"Improved Lot"** shall mean and refer to any Lot within the Villas at Skyline Woods on which a dwelling has been erected and the construction thereof is substantially complete.

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

2. Every owner of a lot shall be a member of the Association to be established for the purpose of maintaining any landscaping and lighting and entry-way signage, fencing, landscaping, providing lawn care, snow removal, one annual exterior window washing for each dwelling, and street lighting for The Villas at Skyline Woods Subdivision and to perform any other obligation specified herein. The Association shall include all of the lots in The Villas at Skyline Woods Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Declarant, for each Lot owned within The Villas at Skyline Woods Subdivision, 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 regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge

against and a lien upon such Lot or property against which each such assessment is made.

4. The assessments levied by the Association shall be used exclusively by the Association without any part of the net earnings inuring to the private benefit of its members to fulfill the responsibility of the Association as set forth in its Articles of Incorporation, By-Laws and this Declaration.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for such fiscal year, and shall levy and collect annual assessments from each Lot, which shall be sufficient to fund the budgeted expenses for the fiscal year.

6. The regular annual assessments provide for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date, together with all costs, shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages upon filing a Notice of Lien with the Register of Deeds of Douglas County, Nebraska. Such Notice of Lien shall be acknowledged by Declarant or an officer of the Association and shall set forth the name(s) of the record owner(s) of the Lot, the amount of the lien and the legal description of the Lot against which the lien has attached. A copy of the Notice of Lien shall be mailed (Certified Mail Return Receipt requested) to the record owner(s) of the Lot at the Lot address. The amount of the lien for purposes of collection shall be the total of the unpaid dues, assessments, charges, and all expenses of collection including reasonable attorneys' fees.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments relating to amounts 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. Notwithstanding the extinguishment of the lien through a foreclosure of a prior mortgage or deed of trust, the owner of the Lot against which such assessment was made shall be and remain personally liable for all unpaid dues, charges and assessments accruing before such foreclosure was completed.

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

10. The Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, this Declaration shall control.

ARTICLE VI GENERAL PROVISIONS

1. The Declarant, the Association or their successors in interest or any owner of a Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provision of this Declaration including all amendments or modifications hereof, either to prevent or restrain any violation or to recover damages of any kind or nature whatsoever resulting from such violation. Failure by the Declarant, the Association or their successors in interest or by the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any rights of the Declarant, the Association or any owner to enforce any other reservation, restriction, condition or covenant. thereafter.

2. 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. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended

by the owners of not less than seventy-five (75%) percent of the Lots, which termination or amendment shall thereupon become binding upon all the lots. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof or until such time as it no longer is the owner of any of the Lots.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15th day of December, 1999.

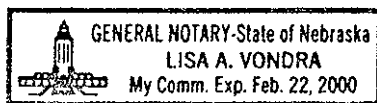
GOLF REAL ESTATE DEVELOPMENT,
L.L.C., a Nebraska Limited Liability
Company,

By:


GREGORY A. SIAPERAS, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of December, 1999 by Gregory A. Siaperas, Manager of Golf Real Estate Development, L.L.C.




Notary Public

After recording please return to:
Warren W. Whitted, Jr.
LIEBEN, WHITTED, HOUGHTON,
SLOWIACZEK & CAVANAGH, P.C.
2027 Dodge Street, Suite 100
Omaha, Nebraska 68102
(402) 344-4000
103039 v5