

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 307 PAGE 1016
OF Gen INST# 285

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DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by J.S. Engineering & Construction Inc., hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property:

Lots 1-6, inclusive, in Autumn Meadows Subdivision of Saunders County, Nebraska.
Also known as:
NE 1/4 of NE 1/4 Sec 32, T17N, R8E, Saunders County, NE.

WHEREAS, the Declarant desires to create on the herein above-described real property, an acreage community with streets, improvements and green space.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of said streets, improvements, and other common facilities; and to this end, desires to subject "The Properties" to the covenants, restrictions and easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has or shall within the immediate future incorporate the Autumn Meadows Homeowners Association under the laws of the State of Nebraska as a non-profit corporation, the purpose of which shall be to exercise the functions aforesaid;

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

NOW, THEREFORE, Declarant hereby declares that all of the Lots 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 said Lots. 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 insure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean the committee appointed by the Board of Directors of Autumn Meadows Homeowners Associations, a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to the Autumn Meadows Homeowners Association, a Nebraska non-profit Association, its successors and assigns.

Section 3. "Declarant" shall mean and refer to J.S. Engineering & Construction, Inc., its heirs, successors and assigns.

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Section 4. "Living Units" shall mean and refer to any building situated upon The Properties designed and intended for the use and occupancy as a residence by a single family.

Section 5. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded map or plat of The Properties, upon which a Living Unit may be built, or is proposed to be built. The Lots subject to this Declaration are Lots 1-6, inclusive. Any Supplemental Declaration hereinafter filed shall similarly reflect those Lots thereunder subject to this Declaration, or otherwise legally describe the real property to become subject to the Declaration.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "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, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "The Properties" shall mean and refer to all such properties as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II hereof, which shall initially consist of Lots 1-6 inclusive, in Autumn Meadows Subdivision, as surveyed and platted and recorded in Saunders County, Nebraska.

Section 9. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provisions of Article II hereof which shall subject additional real estate to this Declaration.

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ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Lots shall be held, transferred, sold, conveyed and occupied subject hereto. The Association shall have the right at any time subsequent to the filing of this Declaration, to add, annex and subject additional contiguous land in Saunders County, Nebraska, to this Declaration by filing in the Office of the Register of Deeds of Saunders County, a written instrument duly executed and acknowledged by the Association and the fee simple owner of such additional land, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require written instruments signed by a majority of the membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

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ARTICLE III

MEMBERSHIP

Every Owner under this Declaration shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot or Lots shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE IV

VOTING RIGHTS

Members (Owners) 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 one Lot.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot subject to Section 6 of this Article, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants, and agrees 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 herein 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 purchaser shall take title to the Lot subject to said lien and shall be bound to inquire to 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 assessment shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of The Properties and, in particular, annual assessments shall be used for: (i) the maintenance, repair and snow removal of all public or private roadways or streets within the Autumn Meadows Subdivision; (ii) the care, mowing and maintenance of Subdivision entrance sign and landscape Easement area; (iii) providing insurance coverages upon the roadways and entrance easement as herein set forth. Annual assessments, and annual assessment revenues, are not intended to be for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements.

Section 3. Initial/Annual Assessments.

- (a) The initial assessment shall be One Hundred Dollars (\$100.00) per Lot, payable in one installment in advance and due on September 1, 2004.
- (b) Thereafter, the Board of Directors of the Association shall fix the annual assessment.
- (c) Each annual assessment shall be due and payable in advance and in full on January 1st of each year.

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 streets or roadway; provided that any such assessment shall have the assent of a simple majority of the votes 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 of this Article shall be delivered either personally or by mail to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 fifty percent (50%) of all the votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate (1/6 share) for all Lots and may be collected on a quarterly basis.

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The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray the expenses of the Association in the coming calendar (fiscal) year and provide funds for reserves as herein set forth. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, proceeding the year for which the budget is made. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of same to Owner shall not apply to any budgeting for any period prior to January 1, 2005.

The Board of Directors shall fix the amount of annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, including the due date and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessment shall be and become a lien as of the date of the annual assessment.

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 specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment, or any installment thereof, is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

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Any delinquent assessment or installment thereof not paid within thirty (30) days after the due day shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event the unpaid assessment is an installment of an annual assessment, the Association may after such thirty (30) day period and during the continuance of default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Properties 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 dues, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and rights of foreclosure to the Mortgagee.

Section 8. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due, or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of directors of the Association shall appoint three (3) or more persons to serve as and Architectural Control Committee (the "Committee"). The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board.

Section 2. Review of Committee.

(a) Structures. No structures, whether residences, accessory buildings, tennis courts, swimming pools, antennae (on a structure or Lot), flag poles, fences, walls, driveways, patio, patio enclosure, house numbers, or any other such improvements, shall be constructed or maintained upon any Lot, nor shall any grading or excavation be commenced unless complete plans, specifications, and plot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure platted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in

writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee. The committee shall have such other powers and duties as set forth in this Declaration, the By-Laws of the Association and as designated by the Board of Directors.

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(b) Structure Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and request in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee members is required for approval of proposed improvements.

Section 3. Guidelines and Restrictions. All exterior painting must be approved by Architectural Control Committee prior to the initial painting or any repainting or changing of color or repainting of any unit. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within The Properties conform to and harmonize with existing surroundings and structures.

Section 4. Records. The Committee shall maintain written records of all applications submitted to it, the dates submitted, and of all action it takes in reference thereto and the dates such action is taken.

Section 5. Liability. The Architectural Control Committee shall not be liable in damage to any person submitting request for approval or to any Owner within The Properties by reason of any action, failure to act, approve, disapprove, or failure to approve or disapprove with regard to such requests.

ARTICLE VII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a "common scheme" upon Lots for the benefit of each other Lot, and may be enforced by the Association by any Owner of a Lot.

- (a) No Lot shall be used except for residential purposes.
- (b) With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any residential building plot other than the on (1) single-family dwelling referred to above, and said dwelling shall conform to the following requirements:

- (1)

A one-story house (Ranch) with attached garage shall contain a minimum of 1,400 square feet of living area on the main floor, exclusive of garage area.

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- (2) One and one-half and two-story houses shall contain a minimum of 1,600 square feet in total area above the basement level, exclusive of garage area. For the purpose of these Restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure of the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.
- (3) All dwelling units shall have either attached or detached, enclosed, side-by-side garages which must be capable of accommodating at least two (2) standard-size automobiles per living unit.
- (4) All dwelling units and structures shall be of new construction.
- (5) No dwelling may be built of material other than wood, stone, concrete, stucco, brick, or a combination thereof.

(c) Storage sheds, barns, carports, detached garages, and other buildings collectively referred to herein as "accessory buildings" shall be located no closer to reads than the front foundation line of the dwelling, except for Lot #1 & #6 (but not closer than 70 feet from the front of property line). All structures of this type shall be of neat construction and of such a character as to enhance the value of the property. Storage sheds, barns, and detached garages on any Lot shall not exceed a cumulative total of 2,400 square feet in size and shall be constructed of wood, colored metal, or similar material of home.

(d) All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists, and rafter at sixteen inches (16") on center. Roof trusses may also be used with a maximum spacing of twenty-four inches (24") on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the universal Building Code and any other additional applicable building code set by an appropriate governing body of Saunders county, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum

plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of twelve (12") at gable ends, and sixteen (16") at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

(e) No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42") in height, constructed of brick, stone, PVC or wood. Side and rear fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.

(f) No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No structure or dwelling previously occupied as a residence elsewhere shall be moved from outside of Autumn Meadows Subdivision onto any of said Lots. This prohibition specifically includes mobile homes and double-wide mobile homes.

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(g) No mobile or manufactured homes shall be allowed to be placed on any lots in Autumn Meadows Subdivision. For purposes of this section, "mobile home" shall mean: a year-round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than thirty (30) days living quarters), more than eight feet (8') wide and forty feet (40') in length, designated and built to be towed on its own chassis and designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities. "Manufactured home" shall mean: a home which is built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et seq., promulgated by the United States Department of Housing and Urban Development, and any factory built home that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency label of approval.

(h) All single-family structures shall have a minimum of one-(2) foot horizontal projection or recession by (10) foot wide, (including foundation) from the primary front line of the home. Porches or garages, with permanent foundations, may be utilized to satisfy this requirement.

(i) No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 235 pound shingles of asphalt, fiberglass, woodshake, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.

(j) During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets & roadways. Reasonable measures include, as a minimum, using bales of hay or straw to stop such flow.

(k) Animals kept on any Lot, will be as allowed by Saunders County, Nebraska regulations. Dogs shall not be allowed to run at large. Dog owners have the responsibility to make sure to control noise so as not to disturb their neighbors.

(l) All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital

improvements have not yet been installed shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine moving. No vegetation on vacant Lots where dwellings have not yet been constructed, shall be allowed to reach more than a height of twelve inches (16"). No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

(m) No Lot as originally platted or replatted shall be used as a building plot if it has to be reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said Lots as originally platted.

(n) In addition to rights, duties, and obligations of the Association set forth in its Articles of Incorporation and By-Laws, the Association shall;

(1) Own and maintain the road system in Autumn Meadows Subdivision;

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(2) Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep his Lot free of weeds and underbrush. In the event the Owner fails to mow said weeds and underbrush by May 1 of any calendar year, the Association, or its agents, shall have the right to mow said Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In the event the Association mows weed and underbrush, it will not be responsible for destruction of flowers, shrubs, and trees resulting from such mowing. All property owners who designate to have their Lots mowed at designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, sixty (60) days after levy, until paid, and Associations hall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest.

(3) Maintain all areas within the Subdivision designated as easements, except routine mowing of drainage easements shall be the responsibility of individual Lot owners.

(o) 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.

(p) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence, either temporarily or permanently.

(q) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any Lot at any time.

(r) No boat, camping trailer, auto-drawn trailer of any kind; mobile home, truck, motorcycle, grading or excavation equipment or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or other accessory building or in any manner left exposed on any Lot at any time. Storage of motor homes shall specifically require written approval by the Architectural Control Committee.

(s) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any Living Unit unless completely screened from view from every street and from all other Lots in the addition. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Living Unit except when in actual use unless screened from view from every street and from all other Lots in the addition. No clothes lines shall be permitted outside of any Living Unit at any time except one umbrella type clothes line or one pull out line per Lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

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(t) No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any Lot except that real estate for-sale or for-rent signs of a size no greater than 4.5 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale or rent.

(u) Exposed portions of the foundation on the front of each Living Unit are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each Living Unit shall be either covered with brick or siding or shall be painted.

(v) The setbacks for the Property to be developed for the Living Units shall be the greater of the requirements as adopted by Saunders County or the following and no building shall be erected, located or permitted to remain:

- i Nearer than fifty feet (50') to the front lot line except Lots 2 & 3 (100') to the front lot line.
- ii Nearer than fifty feet (50') to the rear lot line.
- iii Nearer than twenty-five feet (25') to the side lines of any lot.

(w) Antennas and satellite dishes shall be subject to approval by Architectural Control Committee. Such structures shall not exceed ten feet (10') in height and shall be inconspicuously located.

(x) A Living Unit on which construction has begun must be completed within twelve (12) months from the date the foundation was dug for said Living Unit.

(y) All septic systems, water wells, living units and other permitted structures shall only be built or placed in the authorized areas set forth on Exhibit "B" attached

hereto and incorporated by this reference herein; provided, however, for good cause shown and to avoid substantial hardship, the Board of Directors (with the approval of Saunders County Building Inspector), may allow deviation from Exhibit "B" on a case by case basis.

ARTICLE VIII

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

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Section 1. Coverage. The Association shall obtain and maintain in effect for the improvements upon the entrance sign & landscaping easement, one or more policies of insurance against the perils of fire, lightning, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by any such peril, without deduction for depreciation. The Association shall obtain and maintain in effect public liability insurance in such limits as determined by the Board of Directors, but in no event less than \$500,000/\$1,000,000/\$100,000 covering the Common Properties with the Association, Board, its employees and agents as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined by the Board.

Section 2. Valuation and Coverage Amount. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a casualty company or otherwise of the full replacement of the improvements on the easements, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Article.

Section 3. Liability of Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage obtained in settlement of the insurance claim nor the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

ARTICLE IX

EASEMENTS

The Properties are, and shall perpetually be, unless any thereof is terminated, subject to all and each of the following easements for common use construction, maintenance, support, repair, recreational and other access, private and public sewer line construction and services and roadway easements.

Section 1. Utility Easements. Declarant hereby grants to itself and to each of the Association, all utility easements as shown on the Final Plat of Autumn Meadows, and their respective assigns and successors, a perpetual easement, together with rights of egress, ingress, and other access thereto, for purposes of construction, installing, maintaining, operating, renewing, or repairing their

respective telephone, water, electric, or other utility conduits, lines, or other facilities in and under the Common Properties, and each Lots, as confined to noninterference with any driveway, sidewalk or structural element of any approved or permitted Living Unit on any Lot. While the utility easement granted herein is a blanket easement, the easement shall not, nor is it intended to, interfere with the orderly development of each Lot, and the Grantees of the above-described easement agree to use only so much of the easement as is necessary for their purposes in order to maximize the buildable area of each Lot. The grantees of the above-described easement further agree that subsequent to the construction of their respective improvement on the Properties, they shall reduce said blanket utility easement to a specific metes and bounds easement setting forth the actual amount of The Properties used for said improvements, and all Owners hereby covenant and agree to cooperate with the reduction of the blanket utility easement to a specific metes and bounds utility easement. Each such Grantee, by acceptance or use of this easement right, shall be deemed to agree to restore the surface of the soil excavated for any purposes hereunder to the original contour thereof as near as may be possible and to repair or replace the surface of any lawns, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be possible to their original condition. Such restoration, repair or replacement shall be performed as soon as may be reasonably possible to do so. The easement as to any of the Common Properties shall be determined and granted by the Association in the manner set forth in the By-Laws, as from time to time amended.

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Section 2. All telephone and electric power service lines and other utilities shall be underground.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded.

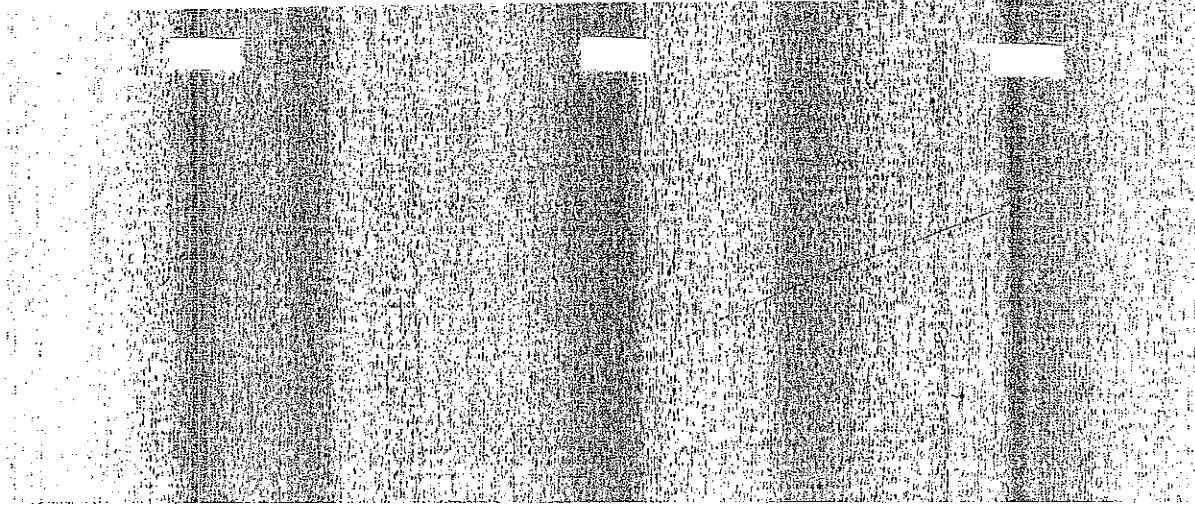
Section 2. Amendments. The covenants and restrictions of this Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion, until such times as the Declarant has conveyed fee simple title to three (3) of the Lots. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots covered by this Declaration. Written notice of any proposed amendment and meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded.

Section 3. Notices. Any notice required to be sent to any Member, Owner or Mortgagees under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; provided, that it shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing, of its interest in a Lot prior to the responsibility arising in the Association to notify and contract purchaser or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

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Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement by the usage of cost bond postage shall also be available to the Declarant and/or the Association.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

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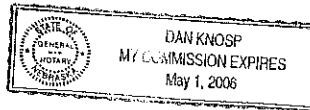


IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 17 day of February, 2004.

Jeffery M Schoeneck
Jeffery Schoeneck, Declarant
President of J.S. Engineering and Construction Inc.

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STATE OF NEBRASKA)
) :ss:
COUNTY OF SAUNDERS)



On this 17 day of February, 2004, before me, the undersigned a Notary Public, duly commissioned and qualified for said county, personally came JEFFERY SCHOENECK, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Dan Knosp Notary Public