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After recording, return to:
John M. Prososki
Croker, Huck, Kasher, DeWitt
Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Ste. 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF COVENTRY, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by AVG-CFM Coventry Estates, LLC, a Nebraska limited liability company (the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 77, inclusive, in Coventry, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots (and any "additional lots" which may hereafter become subject to this Declaration pursuant to Article II, Section 3) are herein referred to collectively as the "Lots" and each individually as a "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Coventry, for the maintenance of the character and residential integrity of Coventry, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Coventry. As used herein, the term "Common Facilities" shall mean recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Coventry, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Association for the general use, benefit and enjoyment of the members of the Association.

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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, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of Coventry. These restrictions, covenants, conditions and easements shall run with such Lots 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. Each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, outlot, or for other non-profit use.

2. No residence, building, outbuilding, fence (other than fences constructed by the Declarant), landscaping, pathway, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, dog house, tree house, pool house, tennis court, antenna satellite receiving station or disc, flag pole, solar heating or cooling device, surface mounted lights, or any other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, reconstructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

a. An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans, plot plans and grading plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color (including any color change) and use of materials proposed for the exterior of such Improvement and the proposed grading plan of each lot. Concurrent with submission of the Plans, the Owner shall notify the Declarant of the Owner's mailing address.

b. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the neighboring Lots and in the surrounding areas, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a manner to promote conformity and harmony of the external design of the improvements constructed within Coventry and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and

character of all the Lots and surrounding areas as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of 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 approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant. Construction of any Improvement cannot begin until the Plans have been approved by Declarant.

d. 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.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two and one-half stories in height. Each ranch-style dwelling constructed on any Lot shall be constructed with a minimum square footage above the basement level of one thousand eight hundred (1,800) square feet, excluding the garage area, and each two story or one and one-half story dwelling constructed on any Lot shall be constructed with a minimum square footage above the basement level of two thousand six hundred (2,600) square feet, excluding the garage area. All residences shall have attached garages accommodating not less than three (3) cars, and all but one of the garage spaces must be side-load, unless otherwise approved in writing by the Declarant. No structure, building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front Lot line, within twenty-five (25) feet of the rear Lot line, or within five (5) feet of any side Lot line, except as set forth herein. All Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska. Approved grading plans and silt fence requirements for any Lot shall be strictly followed.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Direct vent fireplaces are permitted. Any fireplace chimneys extending above the roofline shall be covered with brick, stone, stucco or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with Forty (40) Year Heritage Weathered Wood shingles (or equivalent, as approved in writing by Declarant), wood

shake or slate shingles. Log homes and vertical, vinyl or aluminum siding are specifically not permitted.

5. No streamers, posters, banners, balloons, sports flags, memorabilia or articles, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property or attached to any residential structure or located in such yard for any reason whatsoever, unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot, each consisting of not more than six (6) square feet advertising a lot as "For Sale," unless Declarant approves any larger sign. No premises shall be used in any way for any purpose that may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. No business activities of any kind shall be conducted on any Lot, including home occupations as defined in the Zoning Code of the City of Omaha, Nebraska, provided, however, this paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. Exterior television or radio antennae of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted, provided that the location and size of the proposed satellite receiving dish must be first approved by the Declarant, or its assigns. No tree houses, tool sheds, out buildings, doll houses, windmills, or similar structures shall be permitted on any Lot unless approved in writing by Declarant.

7. No repair of any boats, automobiles, all terrain vehicles (ATVs) motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RVs), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted 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 in as neat and inconspicuous a manner as possible. Further, snowmobiles, motorcycles, all terrain vehicles (ATVs) and other self-propelled vehicles or similar vehicles shall not be operated on any Lot.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be parked or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors, semi-tractors/trailers, or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable building and zoning ordinances of the City of Omaha, Nebraska.

9. No incinerator, trash burner or outside fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pick up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. Each Lot shall be fully sodded at the time of completion of construction of a residence thereon.

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.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by the Declarant, fences shall be only composed of wrought iron or aluminum of a type approved by the Declarant, black in color, or equivalent material approved by the Declarant. No fence shall be less than a height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground. Existing trees and landscaping shall be retained to the greatest extent possible. Cyclone type fences are specifically not permitted. Railroad or wood tie retaining walls are specifically not permitted.

12. No swimming pool may extend more than one foot above ground level; provided, however this shall not include a temporary small swimming pool not exceeding two (2) feet in height and not requiring a City of Omaha, Nebraska permit for the pool or a surrounding fence.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot or the grading plan approved by the Declarant. The front, side and rear yards of all Lots shall be sodded.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed six (6) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

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

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house; provided always that

the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the written approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard 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 twelve (12) inches.

18. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, unless parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot and is as large in area as the largest Lot.

19. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time for a residence, either temporarily or permanently. No structure or dwelling shall be moved from outside Coventry to any Lot without the written approval of Declarant.

20. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion. Silt fencing installed by Declarant shall not be damaged, disturbed or removed in any manner and any damage or removal shall be subject to fines or penalties as established by Declarant from time to time.

ARTICLE II.
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Coventry Homeowners Association, a Nebraska not for profit corporation (herein referred to as the

"Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

a. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities and trash removal for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Coventry. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary and Improvement District, or on Outlots within Coventry.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Coventry; and the protection and maintenance of the residential character of Coventry.

2. Membership and Voting. The Owner of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association, except that Declarant shall have five (5) votes for each Lot owned until the total number of Lots owned by non-Declarants equals 80 % of the total number of Lots included in the Association (including any future phases of Coventry developed by the Declarant), at which time all Lots shall be entitled to one (1) vote.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation with the Register of Deeds of

Douglas County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Coventry.

c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

d. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facilities against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

e. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

g. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

i. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

j. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any fence, signs and landscaping that have been installed in easement areas of the Coventry subdivision and center islands dividing dedicated roads, in generally good and neat condition and any property or lots which the Association may own.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association described in this Article.

10. Annual Dues. Subject to the provisions of Section 11 below, the Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

11. Maximum Annual Dues. Unless authorized by a vote of not less than 75 % of the voting power of the Members, the aggregate annual dues which may become due and payable in any year shall not exceed the greater of:

A. Four Hundred Fifty and no/100 Dollars ($450.00) per Lot; or

B. In each calendar year beginning on January 1, 2008, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

12. Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may from time to time levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year pursuant to this Article II, Section 12 shall be limited in amount to $500.00 per Lot unless the Board decides by unanimous vote to exceed such amount.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided above.

14. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of an Owner's Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all

of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Corporation, and any company which has been granted a franchise to provide a cable television system or telephone service within the Lots, Metropolitan Utilities District, and Sanitary and Improvement District No. 524 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service 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 the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for Metropolitan Utilities District, its successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. All easements along side Lot lines shall be automatically released if the Lots adjoining both sides of the side Lot line(s) are under common ownership and one dwelling unit is constructed on all of such Lots.

4. Other easements are provided for in the final plat of Coventry which has been filed in the Register of Deeds of Douglas County, Nebraska at Instrument No. 2007023529.

ARTICLE IV.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Declarant, the Declarant or any Owner of a Lot named herein 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 provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. 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 seven (7) years from the date hereof. Thereafter this Declaration may be amended or, after twenty-five (25) years, terminated, by an instrument signed by the Owners of not less than seventy-five percent (75 %) of the Lots.

3. By written consent of the Declarant for a period of seven (7) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Coventry subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant,

and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant 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 and Owners have caused these presents to be executed this 30 day of November, 2007.

AVG-CFM Coventry Estates, LLC,
a Nebraska limited liability company

By _____
J.F. Carter, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of November, 2007, by J.F. Carter, personally known to me to be a Manager of AVG-CFM Coventry Estates, LLC, a Nebraska limited liability company, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

GENERAL NOTARY - State of Nebraska
JESSICA COOPER
MY COMMISSION EXPIRES
January 31, 2011

_____
Notary Public

00315079.WPD;3