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DATE
3456

FILED
 BOOK 2004 3488 **DECLARATION OF**
COVENANTS, CONDITIONS AND RESTRICTIONS
 2004 MAY 14 AM 11:56 **FOR**
DEER POINTE, A SUBDIVISION
Carol Hironaka **IN**
 DODGE COUNTY **DODGE COUNTY, NEBRASKA**
 REGISTERED *bs*

THIS DECLARATION made on the date hereinafter set forth by Deer Pointe Corp., hereinafter referred to as "Declarant".

WITNESSETH:

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

Lots 1-8 Block 1, Lots 1-6 Block 2, Lots 1-13 Block 3, and
 Lots 1-9 Block 4, Deer Pointe, Dodge County, Nebraska

WHEREAS The Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easement, 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 said real property and shall bind upon all parties having or acquiring any right, title or interest in the above described lots or any part hereof and they shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot above described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to that certain real property hereinbefore described.
- C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.
- D. "Declarant" shall mean and refer to Deer Pointe Corp., its successors and assigns.
- E. "Architectural Control Committee" shall consist of a committee of five (5) members who shall be appointed by the Board of Directors of the Deer Pointe Corp., its successors and assigns.

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ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, gazebo, tree house, playhouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express prior written approval of the Architectural Control Committee.

There shall be one brick column at the curb per two dwellings to house the mailboxes for said two dwellings. The color of the brick shall be chosen by the first of the two sharing dwelling owners to have their plans approved by the Architectural Control Committee. Half the cost of constructing the mailbox housing shall be reimbursed by the second dwelling owner to the first constructing dwelling owner.

B. The Architectural Control Committee shall consider general appearance, exterior color, brick color, window color, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Similar designs, forms, plans, styles or motifs will be considered repetitive if they are not separated by at least three adjacent Lots regardless of orientation. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a basis for approval. Lot 1 – 13 Block 3 is excluded from this repetitive nature requirement. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties. The Architectural Control Committee, before approving plans, will make a determination that the plans conform to the conditions set forth in this Declaration of Covenants.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate, and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant and one copy will be retained as part of the permanent records of the Architectural Control Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan prepared by a licensed architect or surveyor indicating specific improvements and indicating lot number, street address, and sidewalks. Site layout before excavation is to be performed by a licensed surveyor.
2. Complete construction plans, including, but not limited to, basement, main floor and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
3. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvements.

4. An architectural review fee of Fifty and 00/100 Dollars (\$50.00) per improvement plan per Lot will be charged. Said fee is subject to adjustment or waiver if so determined by the Architectural Control Committee. Additional review fees will be required for re-submissions for the same Lot or alterations or additions to previously reviewed submittals. If construction has commenced on any Lot without Architectural Control Committee approval, the review fee will be One Hundred and 00/100 Dollars (\$100.00). The applicant's name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional Five and 00/100 Dollars (\$5.00) for postage and handling.

D. The approval or disapproval of the Architectural Control Committee, as required in these covenants, shall be in writing. Typically, approval or disapproval of the submittal shall be made within five (5) working days. Failure of the Architectural Control Committee to give either written approval or disapproval of the submitted plans within twenty (20) days after receipt of all of the documents and their fee required above by mailing such written approval or disapproval to the last known address of the applicant, as shown on the submitted plans, shall operate as approval of the proposed improvement.

ARTICLE III RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lot shall be used only for single family residential dwelling purposes and no Lot shall contain more than one (1) detached, single family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above. The single story shall have a minimum of 1,500 square feet. The story and one-half shall have a minimum of 1,200 square feet on the main floor and 400 square feet on the second floor. The two story shall have a minimum of 2,200 square feet. The above square footage is exclusive of the basement and garage.

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum, which must contain a minimum area of five hundred seventy five (575) square feet.

D. All buildings shall be located at least thirty-five (35) feet from the front lot line, at least seven (7) feet from the side lot lines for a single story and nine (9) feet for a one and one-half and a two story and at least twenty (20) feet from the rear lot line. On corner lots, either street side may be designated by the Owner as the front, and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least fifteen (15) feet from the other street side lot line. For purposes of this restriction, eaves, open slab-on-grade patios and steps shall not be considered part of the building. If the lot configuration prevents a workable site layout, the 35' front line setback may be waived by the Architectural Control Committee.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear not facing a street of a dwelling located on a corner Lot and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted. Fifty percent of the front of the house shall be covered with clay-fired brick or stone.

F. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front, side or rear of the dwelling. The enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If a fireplace flue is exposed above the plane of the roof, it shall be enclosed and covered with thin brick that matches the brick on the structure. If more than one fireplace is planned, all shall comply with the above requirements.

G. No fences may be built forward of the rear-most wall of the house and, under no circumstances, closer to any adjoining street than the property line unless as approved by the Architectural Control Committee. Fences shall be constructed only of decorative black fence, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences, temporary or permanent barbed wire, electrified, and/or snow fences shall not be permitted; however an invisible dog fence is permitted.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. No residential dwelling shall be erected on any designated outlot.

I. No part of any residence or garage shall be covered by a flat or mansard roof and all dwellings and garages shall be roofed with minimum 40 year architectural laminated shingles or approved alternative by Architectural Control Committee. The minimum roof pitch shall be six (6) by twelve (12) or approved alternative by Architectural Control Committee.

J. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Fremont and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots. The public sidewalk adjacent to 16th Street shall be built by the Declarant and be maintained by the Deer Pointe Homeowner's Association.

K. The Declarant of the Properties has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed

or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling 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.

M. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than twelve (12) feet to the neighboring property line. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, golf cart, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for three (3) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

O. 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 earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time. The Architectural Control Committee reserves the right to require the installation of siltation fences or erosion control devices in such location, configuration and design as it may determine appropriate in its sole and absolute discretion.

Q. 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Fremont, Nebraska, shall not be permitted to take place within any of the residential dwellings.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Vegetable gardens and rock gardens shall be permitted only behind the dwelling on improved lots and only if maintained in the designated rear yard.

T. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

U. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property except for newly constructed homes. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted.

V. All driveways shall be constructed of concrete or brick. Driveway approaches between the sidewalk and curb on each Lot shall be constructed to City of Fremont standards and design. No asphalt overlay of driveways will be permitted.

W. None of said Lots shall be subdivided, split or in any manner combined with any other Lot or portion of any other Lot, unless the resulting parcel shall contain at least as much area as the smallest of the Lots used in assembling the resulting parcel.

X. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted on the designated lot in the front yard of each residence. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

Y. All telephone, cable television, and electric power, gas and water service lines from property line to dwelling shall be underground.

Z. 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.

A.A. No ingress/egress driveway access will be permitted along the subdivision entrance from 16th Street for Lot1 Block 1 or Lot 1 Block 3.

ARTICLE IV HOMEOWNER'S ASSOCIATION

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to Deer Pointe Homeowner's Association, its successors and assigns, a Nebraska Non-Profit corporation.
2. "Improved Lot" shall mean and refer to any Lot of the Properties 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.

B. Every Owner shall be a member of the Deer Pointe Homeowner's Association, which was established on May 13, 2004, for the purpose of maintaining, improving, and replacing the landscaping in the entry islands, cul-de-sac islands and Outlots A, B, C, D, E and any other outlots which may be owned; maintaining, repairing and replacing the perimeter fence except the perimeter fence on the west, north and east sides of the Villa Lots; to maintain, repair and replace the walking trails and the side walk along 16th street; to remove snow and to maintain and replace landscaping along walking trails and the side walk along 16th street. The Association is responsible for 33% of the cost to maintain and replace landscaping in the Parkway Median; for 33% of Parkway Median street light maintenance that is not paid by the City of Fremont; and for 24% of the maintenance and landscape replacement of Rawhide Creek area. See Exhibits "A" and "B". In the event another Homeowners Association exists in Area C of Exhibit "A", these percentages will be revised downward. The Association shall own all the outlots in the subdivision and shall pay the real estate taxes assessed to the outlots. All Lots included in the Subdivision shall be subject to these Covenants. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

C. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed covenant and agrees to pay to the Association regular annual maintenance assessments for charges for the purposes hereinafter set forth, which assessments, together with interest, costs and reasonable attorney's 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.

D. The assessments levied by the Association shall be used without any part of the net earnings inuring to the private benefit of its members. Assessments shall be used to maintain Deer Point Subdivision as described in Paragraph B above. The Association shall also be authorized to expend portions of the assessments for such purposes as are approved by the Association in its budget adopted at the duly called annual meeting of the Association.

E. Before each fiscal year, the Board of Directors of the Association shall adopt and establish, in reasonably itemized detail, an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each unimproved Lot shall be no more than fifty percent (50%) of the regular assessment for improved Lots.

F. 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. As provided in the Bylaws, the first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

G. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may

foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens.

H. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

I. The Homeowner's Association is a non-profit corporation 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, then this Declaration shall control.

ARTICLE V
GENERAL PROVISIONS

A. The Homeowner's Association, or its assigns, or any Owner of a Lot named herein shall have the right to enforce by proceeding of law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or dues for such violation. Failure by the Homeowner's Association 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.

B. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-five percent (65%) of the Lots covered by this Declaration.

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

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the dates noted below.

"Declarant"

DEER POINTE CORP

By: *Charles H. Diers*
Charles H. Diers, President

Date: 5-13-04

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me this 13th day of May, 2004, by Charles H. Diers, President of Deer Pointe Corp., a Nebraska corporation, on behalf of the corporation.



Kathryn Nathan
Notary Public.

EXHIBIT "A"

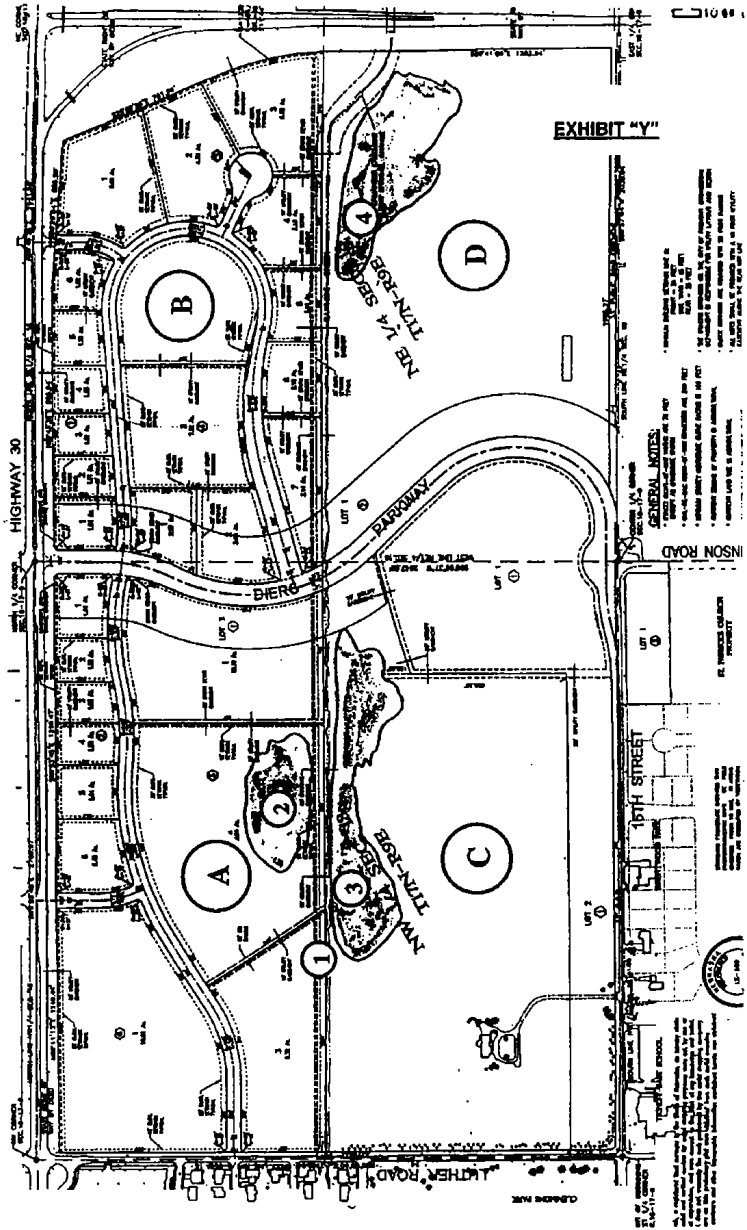


EXHIBIT "Y"

GENERAL NOTES:
1. THE PROPERTY IS SHOWN AS BEING SUBJECT TO THE FOLLOWING EASEMENTS:
A. A 10' EASEMENT FOR UTILITY LINES ACROSS THE PROPERTY FROM THE WEST TO THE EAST.
B. A 10' EASEMENT FOR UTILITY LINES ACROSS THE PROPERTY FROM THE NORTH TO THE SOUTH.
C. A 10' EASEMENT FOR UTILITY LINES ACROSS THE PROPERTY FROM THE SOUTH TO THE NORTH.
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EXHIBIT "B"

ALLOCATION OF ASSESSMENTS					
DESCRIPTION	AREA A	AREA B	AREA C	AREA D	
Parkway Median	23%	20%	33%	24%	
Street Light Maintenance	23%	20%	33%	24%	
Lake Maintenance # 2	100%				
Lake Maintenance # 3			100%		
Lake Maintenance # 4				100%	
Creek and Tree Area #1	26%	24%	24%	26%	
Cart Path Maintenance Area C					
Cart Path Maintenance Area D					
Administrative Costs (Net Sq. Ft.)					
Cost determined by lot square footage % within respective area.					