

DECLARATION

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COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by DODGE DEVELOPMENT, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, more particularly described as:

Out Lot 1 in Greenfields, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto, and Lots 77-138, inclusive, in said Greenfields, a subdivision, except and excluding therefrom Lot 102 in said Greenfields.

WHEREAS, Declarant will convey the said properties, subject to certain covenants, conditions and restrictions as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. 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 inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to GREENFIELDS HOMES ASSOCIATION, a Nebraska non-profit corporation formed April 5, 1979.

Section 2. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may now or hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and/or members of the Association, subject to the limitations and restrictions hereinafter noted. Prior to the conveyance of the first residential lot, the Association shall own Out Lot 1 in Greenfields, a subdivision in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to DODGE DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should at any time acquire all the remaining right, title and interest of DODGE DEVELOPMENT, INC., in and to the "Properties" as defined herein.

ARTICLE II

PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and to otherwise impose reasonable limitations on the use thereof;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said Common Properties, provided that the rights of any mortgagee shall be subordinate to the rights of the Owners;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or non-profit corporation for use for purposes similar to those for which this Association was created, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowners' use and reasonable access to the recreation facilities constructed on the Common Area nor with their right of ingress and egress to their homes;
- (e) The right of the Association to limit the number of guests of Owners on recreational facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP

Every Owner as defined in Article I, Section 2, under this Declaration shall be a member of the Association. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1985.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) quarterly, semi-annual or annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. Each of the aforescribed 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 purchasers shall take title subject to said lien and shall be bound to inquire of 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 assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

(a) To promote the recreation, health, safety, and welfare of the residents in the Properties;

(b) For the improvement, maintenance and insurance of the Common Area and recreational facilities if any situated thereon, and the payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) The Board of Directors of the Association may establish quarterly, semi-annual or annual assessments for such purposes as are agreed upon in writing by the majority of the Owners of said Lots.

Section 3. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots.

Section 4. Maximum Annual Assessment. Until January 1, 1981, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per Lot per year. From and after January 1, 1981, the annual assessment may be increased by not more than the greater of either (1) 5%, or (2), the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership. From and after January 1, 1981, the annual assessment may be increased above said percentage by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Effect of Nonpayment of Assessments - Remedies of the Association.

Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a mechanics lien foreclosure. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the 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 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 to the mortgagee.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority; and
- (b) the Common Area.

ARTICLE VI

USE RESTRICTIONS

A. The use of the Common Area shall be subject to the restrictions set forth in Article II, Section 1, and to those restrictions hereinafter set forth.

B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

C. No Owner shall place any structure whatsoever upon the Common Area nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members,

D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE VIII

EASEMENTS AND LICENSES

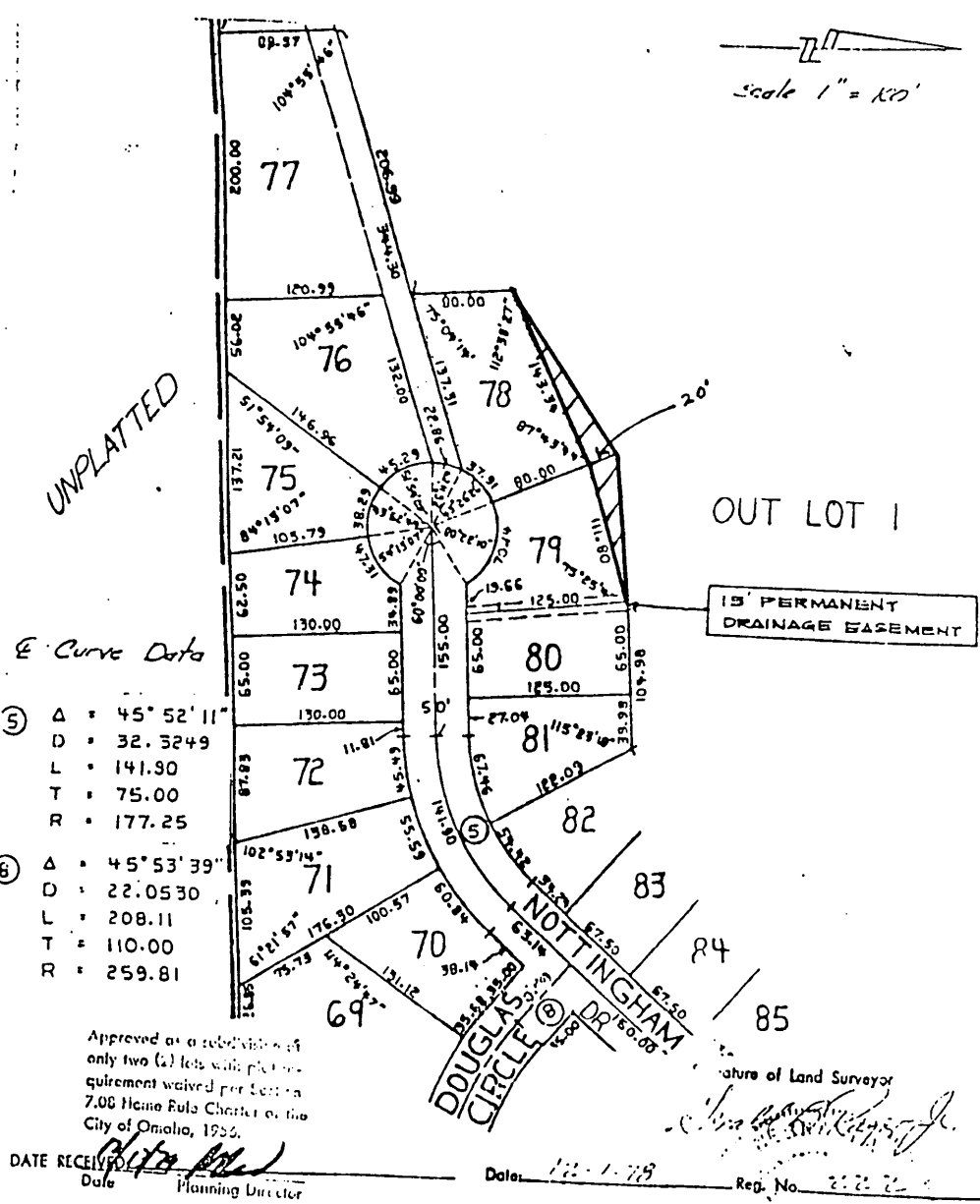
A. The conveyance of the Common Area by Declarant to the Association is subject to the perpetual easement in favor of Sanitary & Improvement District No. 297 of Douglas County, Nebraska, its successors and assigns, to enter upon said property for purposes of maintaining, replacing and repairing utilities and drainage structures, and installing additional utilities and drainage structures.

POOR INSTRUMENT FILED

Exhibit "A"

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That part of Out Lot 1, Greenfields Addition as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeasterly corner of Lot 79 Greenfields Addition; thence S 75°47'51" W (an assumed bearing) along the Northerly line of said Lot 79 for 111.80 feet to the Northerly corner common to Lots 78 and 79, Greenfields Addition; thence S 67°43'44" W along the Northerly line of said Lot 78 for 143.34 feet to the Northwesterly corner of said Lot 78; thence N 59°50'07" E for 145.51 feet to a point on the Northwesterly projection of the line common to said Lots 78 and 79 and 20.0 feet, N 20°00'00" W from the Northerly corner common to said Lots 78 and 79; thence N 85°42'48" E for 115.55 feet to the Point of Beginning. (Contains 2544.6 square feet or 0.058 acres).



Approved as a subdivision of only two (2) lots with plat requirement waived per Section 7.00 Home Rule Charter of the City of Omaha, 1995.

DATE RECEIVED: [Signature] Date: 12-1-78 Reg. No. 2222

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.