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Sharon G. Ludwig
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**AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION, ("Declaration") made on the date hereinafter set forth by FOX RIDGE, L.L.C., a Nebraska limited liability company, and HEARTLAND HOMES, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant on May 5, 2000 declared in a Declaration of Covenants, Conditions and Restrictions, recorded on May 17, 2000, as Instrument Number 2000- 11656 in the office of the Register of Deeds of Sarpy County Nebraska ("Declaration") which Declaration affects the following described real property:

Lots 112A, 112B, 113A, 113B, 114A, 114B, 115A, 115B, 116A, 116B, 117A, 117B, 118A, 118B, 119A, 119B, 120A, 120B, 121A, 121B, 122A, 122B, 123A and 123B, in Heartland Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Declarant is the owner of more than 75% of the properties described above, there are no Federal Housing Administration or Veterans Administration loans, whether direct or guaranteed loans, on any of the above described property, and the Declarant is desirous of amending said Declaration in its entirety by this Amendment for the purpose of deleting certain provisions for the maintenance of the lawns and landscaping of the above described real property and deleting the requirement of assessments for such maintenance.

NOW, THEREFORE, Declarant hereby amends said Declaration in its entirety so that the Declaration, after such amendment, shall read as follows:

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Heartland Hills Townhomes, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities of fee simple title to any townhome Unit or Lot which is apart of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If

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a townhome Unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional real properties as may hereafter be, brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

Section 4. "Lot" shall mean and refer to those plots of land shown as lots upon the recorded subdivision maps of Heartland Hills and which are described above.

Section 5. "Declarant" shall mean and refer to FOX RIDGE, L.L.C., a Nebraska limited liability company, and to HEARTLAND HOMES, L.L.C., a Nebraska limited liability company, and their successors, assigns and appointees.

Section 6. "Unit" shall mean an individual dwelling/townhome unit situated on a Lot. Such Units are referred to collectively as "Units" and individually as "Unit."

Section 7. "Architectural Control Committee" shall mean the individuals or committee appointed from time to time by the Board of Directors of the Association.

(Note: The Association does not and will not own any real property for the common use and enjoyment of any Owner, sometimes referred to generally as "Common Areas")

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Automatic Membership of Owner. Every Owner of a Unit or Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

Section 2. Attendance at Association Meetings. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the members right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in

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effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. Two Classes of Membership. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of The Declarant, and shall be entitled to one (1) vote for such Unit or Lot owned, When more than one person holds an interest in any Unit or Lot all such persons shall be members. The vote for such Unit or Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot

Class B. Class B member(s) shall be the Declarants and they shall be entitled to four(4) votes for each Lot or Unit Owned. The Class B membership shall cease and be converted to Class A membership on the happening of any 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, 2005; or
- (c) The written direction of Declarant.

ARTICLE III REQUIRED MAINTENANCE AND INSURANCE COVERAGE

Section 1. Maintenance. In the event an Owner of any Unit or Lot shall fail to maintain the exterior of such Owners Unit, the lawn, landscaping and any other improvements situated on the Owners' Lot, if any, in a manner satisfactory to the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, the Association, acting through its agents and employees, shall have the right, upon five (5) days advance notice to the Owner and the failure of the Owner to cure such deficiency, to enter upon the Owner's Lot and to repair; maintain, and restore the Unit and any other improvements located on the Owner's Lot, the cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration.

Section 2. Insurance. Each townhome Owner shall provide homeowners insurance with respect to the improvements (townhome Units) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in an amount as may be required by any mortgage holder; whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amount as are normally

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carried by Owners of like units. Upon request of the Association from time to time each Owner shall provide written evidence of this insurance coverage.

**ARTICLE IV
RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS**

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual Unit or Lot subject to the restrictions set forth herein:

(a) No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.

(b) No fences (other than fences constructed by Declarant) shall be erected without the prior written consent of the Board of Directors of the Association. All fences shall be six feet in height and constructed of construction grade cedar, board on board design. No fence shall extend beyond the front line of a main residential structure located on the Lots. All Lots shall be kept free at all times of trash and debris.

(c) No trailer, basement, tent shack, garage, barn or other building erected on any Lot shall, at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.

(d) No birds, snakes, cattle, horses, sheep, poultry, pigs or any other animals shall be kept or maintained on any Lot. Each Owner may, however, keep a maximum of two (2) domestic pets.

(e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot Owners.

(f) Except for approved chemical temporary toilets, to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

(g) All Lots and Units shall be used only for residential purposes.

(h) 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, residential structure or property 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 consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind

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whatsoever shall be conducted on any Lot except home occupations as defined in the Zoning Code of the Municipal Code of the City of Bellevue, Nebraska; nor shall any Lot or Unit be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof; **provided, however**, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

(i) Exterior television or radio antenna 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 be first approved by the Declarant, or its assigns. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot without the Declarant's approval.

(j) No outdoor repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles or other self-propelled vehicles or similar such vehicles shall be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual construction operations on the Lot, and then only in as neat and inconspicuous a manner as possible.

(k) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained 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 occupant of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-trailers shall be stored, parked, kept or maintained in any yards, driveways, or streets. However, this provision shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the city of Bellevue, Nebraska.

(l) No swimming pools shall be built upon any of the Lots.

(m) Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.

ARTICLE V ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, tree house, swimming pool, television or radio antenna, satellite dish, flag pole, solar collecting panels or 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 upon any of the Lots, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee,

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and where applicable the express written approval of the Declarant in accordance with the requirements of this Declaration.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by action of not less than seventy-five percent (75%) of the Owners. Subject to complying with the provisions of Section 4 of this Article, this Declaration may be amended or dissolved by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records to be effective.

Section 4. Special Declarant Rights. Declarant, its successors, assigns or appointees, reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant or the Association, shall each have the right to appoint another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this Declaration shall modify in any manner the provisions of this Section 4 unless consented to in writing by Declarant.

Section 5. FHA/VA Approval. During the period that there is a Class B membership and the loan on any Owner's Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as the case may be: (i) annexation of additional properties within the jurisdiction of the Association; (ii) any mortgaging or dedication of any common areas of the Association, if any; and (iii) the amendment of this Declaration.

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IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Amended Declaration this 3rd day of August, 2000.

DECLARANT:

FOX RIDGE, L.L.C., a Nebraska limited liability company,

By: *George W. Venteicher*
George W. Venteicher, Member

HEARTLAND HOMES, L.L.C., a Nebraska limited liability company,

By: REAL T SERVICES, INC., a Nebraska Corporation.

By: *Rod Sadowsky*
Rod Sadowsky, President

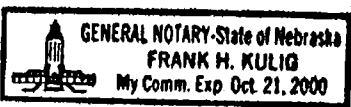
By: GALAXY HOMES, LLC, a Nebraska limited Liability Company,

By: *Larry Birkel*
Larry Birkel, President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss:

The foregoing Amended Declaration was acknowledged before me this 3rd day of August, by George W. Venteicher, known to me to be a Member of Fox Ridge, L. L. C., a Nebraska limited liability company, who acknowledged that he executed this Declaration as his voluntary act and deed and that of the company.



Frank H. Kulig
Notary Public

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss:

The foregoing Amended Declaration was acknowledged before me this 3rd day of August, 2000, by Rodney Sadowsky, President of Real T Services, Inc. known to me to be a Member of Heartland Homes, LLC, a Nebraska limited liability company, who acknowledged that he executed this Declaration as his voluntary act and deed and that of the corporation.




Frank H. Kulig
Notary Public

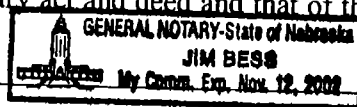
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STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss:

The foregoing Amended Declaration was acknowledged before me this 3rd day of August, 2000, by Larry Birkel, President of Galaxy Homes, LLC, a Nebraska limited liability company, known to me to be a Member of Heartland Homes, LLC, a Nebraska limited liability company, who acknowledged that he executed this Declaration as his voluntary act and deed and that of the company.


Notary Public



Prepared on August 3, 2000 by Mark L. Laughlin, Esq. Telephone 402-330-1900
Laughlin, Peterson & Lang, Attorneys 11306 Davenport St., Omaha, Nebraska 68154-2630

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