



7. No exterior television or radio antenna or disc of any sort shall be permitted on any lot, unless approved by Decreeant.

8. 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 whatsoever shall be conducted on any lot, nor shall the premises 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 Decreeant, their agents or assigns, during the construction and sale of the lots.

9. The exposed front foundation walls and any foundation walls facing any street or all main residential structures must be constructed of or faced with brick or simulated brick or other material approved by Decreeant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be finished. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete block, brick or stone. All exterior chimney shall be covered with brick, wood, or other material approved in writing by Decreeant. Unless other materials are specifically approved by Decreeant, the roof of all improvements shall be covered with asphalt shingles or other approved material.

10. No night-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

11. No lot owner, or combination of lot owners, or other person or persons shall have any right to any action by Decreeant, direct or indirect or influence the acts of the Decreeant with respect to any proposed improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Decreeant by virtue of the authority granted to Decreeant in this section, or as a result of any act or failure to act by Decreeant with respect to any proposed improvement.

12. 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 Decreeant.

13. Decreeant shall review such plans in relation to the type and extent of improvements contemplated, or approved for construction, on neighboring lots and in the surrounding area, and any general scheme or plan formulated by Decreeant. In this regard, Decreeant intends that the lots shall be developed residentially with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed improvement shall be exercised by Decreeant to protect development of the lot and to protect the values, character and residential quality of all lots. If Decreeant determines that the proposed improvement will not protect and enhance the integrity and character of all the lots and neighboring lots as a quality residential community, Decreeant may refuse approval of the proposed improvement.

14. An owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Decreeant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, owner shall notify the Decreeant of the owner's mailing address.

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; nor shall vehicles of any kind be 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 or semitrailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 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 Omaha, Nebraska.
9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, trailer, camper truck or similar 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 occupants of the dwelling located on such lot. No grading or excavating equipment, tractors or semitrailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 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 Omaha, Nebraska.
10. No incinerator or trash burner shall be permitted on any lot. No garage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup 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 garages, racks, or equipment shall be disposed of on any street, road or lot. No clothes line shall be permitted outside of any dwelling at any time, except one (1) umbrella-type clothes line per lot maintained in the rear area of the lot. Produce or vegetable gardens may only be maintained in rear yards.
11. 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.
12. 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 to extend beyond the front line of a main residential structure. 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 to extend beyond the front line of a main residential structure.
13. No swimming pool may extend more than one foot above ground level.
14. 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.
15. 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 (a) five 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, the provision shall vary to comply with any requirements of the city of Omaha.
16. 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.
17. 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



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

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

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.

3. The Association shall have the powers and responsibilities of a corporation for the purposes of this Declaration. The 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:

2. Membership and Voting. Hillborough is divided into five hundred thirty-two (532) separate lots (referred to as the "Lots"). 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, or fee simple title to a lot, but excluding however those persons 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 purchase 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 and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

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

a. The promotion, 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 by 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.

b. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of the Common Facilities 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 enclosures for Hillborough. 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 improvement District.

(hereinafter 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:

7. Liens and Personal Obligations for Dues and Assessments. The assess-  
ments 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 successor, but all successors shall take title subject to the  
lien for such dues and assessments, and shall be bound to inquire of the asso-  
ciation as to the amount of any unpaid assessments or dues.

6. Payment of Dues and Assessments. Notwithstanding any other  
provision of this Declaration, the Board of Directors may abate all or part of  
assessments due 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.

5. 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.

4. Nondisturbance of Association. The Association shall maintain and  
repair the fence and signs which have been installed between Hillborough Drive  
and Ames Avenue east of 144th Street along with Baxter Street and west of 132nd  
Street, and Hillborough subdivision in generally good and neat condition.

3. 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.

2. 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.

1. 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.

0. 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.

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.

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.

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 facility against property damage and casualty, and purchase  
of liability insurance coverage for the Association, the Board of  
Directors of the Association and the Members.

15. Subordination of the Lien to Mortgage. 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.

14. 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 or assessment shall bear interest from the due date at the rate of six percent (6%) 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 incurred by the Association with respect to such action. No owner may waive or otherwise escape liability for the charges and lien provided for herein by nonuse or abandonment of the lot. The mortgagee or other assignee of such mortgage shall be bound by the terms of this article and 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.

13. Conflicts 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 particular lot have been paid to the date of request, the amount of any delinquent dues, and the amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amount first becomes due and payable.

12. 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 in Section 6, above.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximum established in this Declaration.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, repairing, 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 shall be limited in amount to two hundred and no/100 dollars (\$200.00) per lot.

9. In each calendar year beginning on January 1, 1991, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the powers and responsibilities of the Association described in Sections 3 and 4 of this Article.

7. Maximum Annual Dues. Unless excess dues have been authorized by the members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Sixty and no/100 dollars (\$60.00) per lot.

B. In each calendar year beginning on January 1, 1991, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

4. Other assessments are provided for in the final plat of Hillsborough which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1931, Page 157).

5. Other assessments are provided for in the final plat of Hillsborough which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1931, Page 157).

6. In the event that ninety percent (90%) of all lots within the subdivision are not improved within five (5) years after the date on which Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the lots in the subdivision (herein the "subdivision improvement date"), then Northwestern Bell Telephone Company may impose a permanent charge on each unimproved lot in the amount of four hundred fifty and no/100 dollars (\$450.00). A lot shall be considered as unimproved if construction of a permanent structure has not commenced on a lot. Construction shall be considered as having commenced if a footing inspection has been requested on the lot in question by officials of the city or other appropriate governmental authority.

7. A perpetual easement is further reserved for the Metropolitan District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and remove pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities, and to extend thereon for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cut-de-sideways, the 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 that removal, then such easement shall automatically terminate and become void as to such unused or abandoned easements. No permanent buildings, tanks, retaining walls or loose rock walls shall be placed in the easements 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.

8. A perpetual easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the lot, Metropolitan Utilities Company, and Sanitary and Improvement District No. 263 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and remove buried or underground, water and gas mains and cables, lines or conduits and other electric 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 side boundary lines of the lot, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior 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; 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 lot. The adjacent lot will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

ARTICLE IV  
EASEMENTS

8



RECEIVED  
ST 2 11 13 AM '92  
GEORGE J. BUBLEWICK  
REGISTER OF DEEDS  
POLK COUNTY, NE

FILED  
EX 1374 N  
PK 555 N 663  
DEL OR REC  
COMP C/O  
MISC COMP  
GR F/B  
Mr. 1590

20092 H

The foregoing instrument was acknowledged before me this 30th day of September, 1992, by Robert P. Horgan, President of MAPLE NORTH ENTERPRISES, INC., a Nebraska corporation, on behalf of the corporation.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.:

By Robert P. Horgan  
President  
MAPLE NORTH ENTERPRISES, INC., a  
Nebraska corporation, Declarant

IN WITNESS WHEREOF, the declarant has caused these presents to be executed this 30th day of September, 1992.

4. 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.

1. Except for the authority and powers specifically granted 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 damages or other dues 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 in perpetuity. This Declaration may be amended by Maple North Enterprises, Inc., a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Maple North Enterprises, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

3. Maple North Enterprises, Inc., a Nebraska corporation, or its successor or assign, 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, 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.

ARTICLE V.  
GENERAL PROVISIONS