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AFTER RECORDING, RETURN TO: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114
(Space Above This Line for Recording Data)

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION, ("Declaration") made on the date hereinafter set forth by Dave Paik Builders, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant and the persons who have executed the consent and approval attached to this Declaration are the present owners of certain real property in Douglas County, Nebraska, which is more particularly described as:

OC-32826

Lots 252 through 308, inclusive, The Residences at West Dodge Station, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

OC-32828

Lots 1 through 22, inclusive, The Residences at West Dodge Station Replat Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

OC-32827

Lots 1 through 16, inclusive, The Residences at West Dodge Station Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

NOW, THEREFORE, Declarant and the other consenting owners of the Lots hereby declare that all the properties described above and any other properties hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run, perpetually with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, transferees, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to West Dodge Station Townhomes Association, 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 a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If 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 included in the Properties as shown as lots upon any recorded subdivision maps of the Properties and are sometimes referred to collectively herein as the "Lots" and individually as each "Lot".

Section 5. "Declarant" shall mean and refer to Dave Paik Builders, Inc. and its successors, assigns or appointees.

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

Section 7. "Architectural Control Committee" shall mean the individual, committee or entity appointed from time to time by the Declarant. Declarant shall have the discretion to appoint itself as the Architectural Control Committee.

(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 Area".)

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. 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 member's 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 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 Unit or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. 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 each 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 Declarant and it 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, 2012: or
- (c) The written direction of Declarant

Section 4. 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, may include but shall not be limited to the following:

A. Grounds and lawn care and maintenance, snow removal, trash collection and the other exterior maintenance as more particularly described in Section 10 of Article III herein.

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

C. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to payment for and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

D. 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.

E. 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.

F. 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.

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

H. 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.

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

ARTICLE III COVENANTS FOR MAINTENANCE 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 Unit or 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 all assessments or charges together with interest thereon, costs and attorney's fees with such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs, and attorney's fees shall be a charge on the land and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such real property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owners successors in title unless expressly assumed by them, and in that event all successors shall take title subject to the lien for such assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the fees, expenses, charges, and costs for the operation of the Association, the enforcement of the provisions of this Declaration, the performance of the powers and responsibilities of the Association described in Section 4 of Article II and the exterior maintenance of the Lots and townhome Units situated thereon as more particularly described herein in this Article III.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or townhome Unit to an Owner, the maximum annual assessment shall not exceed Twelve Hundred Dollars (\$1,200.00) per Unit or Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or townhome Unit to an Owner, the maximum annual assessment may be increased each year by the Board of Directors without a vote of the members by a percentage of the prior years' assessment, which percentage shall not exceed the greater of ten percent (10%) of the maximum assessment for the previous year or the percentage increase in the U.S. Department of Labor Consumer Price index (all items) for all Urban Consumers 1993 -94 = 100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will in their opinion accomplish the same result of reflecting general consumer price changes in the United States economy.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or townhome Unit to an Owner, the maximum annual assessment may be increased above the percentage increase permitted in

subparagraph (a) above, by a vote of seventy-five percent (75%) of each class of members who are voting in person or by proxy, at a members' meeting duly called for this purpose.

(c) The Board of Directors may in its discretion fix the annual assessment at an amount not in excess of the maximum prescribed herein.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a single family residence or townhome Unit completed and residents living therein will be assessed. Residences or townhome Units under construction, which are vacant, used as models and/or unsold to third party purchasers (not the Declarant or its assigns) will not be assessed. All assessments may be collected on a monthly basis and shall be fixed at a uniform rate as to all Lots or townhome Units unless otherwise specifically provided herein to the contrary.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the conveyance of the first Lot or townhome Unit to a third party purchaser. The first 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 or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit or Lot is binding upon the Association as of the date of its issuance.

Section 7. Special Assessments for Exterior Maintenance. The Association may levy special assessments from time to time against a Lot or Unit for the purpose of meeting any of the requirements of this Article III for exterior maintenance or for the costs of any construction, reconstruction, repair or replacement of any capital improvements on any Lot or Unit, which assessments may not be equal for each Lot or Unit.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any installment of an assessment which is not paid when due shall be delinquent. All delinquent

assessments of any kind or nature made by the Association 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 townhome Unit or Lot, 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 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 abandonment of his Lot or townhome Unit. The mortgagee of any Lot or townhome Unit 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.

Section 9. Abatement of Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot or Unit. Lots or Units owned by the Declarant shall not be subject to the imposition of dues, assessments or the lien of any assessments.

Section 10. Subordination of the Lien to Mortgages/Trust Deeds. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Unit or Lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exterior Maintenance and Services. Exterior maintenance (as defined herein) of each townhome Unit and single family residence on each Lot shall be provided by the Association and each Owner does hereby consent to and grant and convey to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such townhome Unit and single family residence on each Lot at any reasonable time to make inspections and to perform such exterior maintenance. "Exterior maintenance" shall mean the painting of exterior wood and metal building surfaces, together with maintenance of the lawns (mowing, fertilization and chemicals), garbage pickup and snow removal. Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on any Owners Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owners personal property. There shall be no exterior painting permitted of any single family residence or townhome Unit by any Owner. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a single family residence or townhome Unit.

In the event that the need for any exterior maintenance of a single family residence or townhome Unit or the improvements thereon by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of

the family, guests, invitees or contractors of the Owner of the single family residence or townhome Unit needing such maintenance the cost of such exterior maintenance by the Association shall be added to and become part of the assessment to which such townhome Unit and Owner of a Lot is subject under this Declaration.

With respect to those maintenance obligations that are not the responsibility of the Association, in the event an Owner of any single family residence or townhome Unit shall fail to maintain the exterior of the Owner's single family residence or townhome Unit and any other improvements situated on the Owners Lot in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owners Lot and to repair, maintain and restore the single family residence or townhome Unit and any other improvements erected on the Owners Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such townhome Unit or Owner's Lot is subject under this Declaration.

Section 12. Insurance. Each Owner shall provide homeowners insurance with respect to the improvements on each Owner's Lot or Unit 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 amounts as are normally carried by owners of like properties. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

Section 13. Mandatory Repair and Maintenance of Fences. Any fences that have been originally installed by the Declarant, the Association or others along the exterior or side lot lines of any Lot shall not be repaired and maintained by the Association but each Owner of the townhome Unit or Lot shall be obligated to keep in good maintenance and repair that portion of any such fence on the Owner's Lot in generally good and neat condition. In the event any Owner shall fail to maintain and repair such fence in a generally good and neat condition, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owner's Lot or Unit and repair, maintain and restore the fence and the cost of such repair and maintenance shall be added to and become an additional part of the assessment to which such townhome Unit or Lot is subject under this Declaration.

Section 14. Landscaping Maintenance. The Association shall provide maintenance and care only of all trees, shrubs, lawns and other exterior landscaping improvements as originally installed by the Declarant or builder or by the Association, except such improvements as may be within the confines of any closed or fenced in area on any Lot or installed at anytime by or at the direction of the Owner, in which case such improvements shall be the sole responsibility of the Owner and not the responsibility of the Association. The Owner understands that the original trees, shrubs or other exterior landscaping as installed by the Declarant or builder is not warranted for any period of time. The Owner is solely responsible for replacement of all dead trees, shrubs and other landscaping improvements as installed by the

Declarant or builder and the Owner agrees to allow the Association, in its sole discretion, to from time to time replace such dead trees, shrubs and landscaping improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand for such costs.

ARTICLE IV EASEMENTS

Section 1. A perpetual easement is reserved in favor of the Declarant and the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain and renew any fence, standards and related accessories, if any, located on, over and upon the rear most ten (10) foot wide strip of land abutting the rear boundary lines of all Lots on the perimeters of the Properties.

Section 2. Qwest Communications, Alltel or any other provider of telephone service to any of the Lots may impose an installation charge or connection charge that will be each Owner's obligation to pay.

Section 3. Other easements to Omaha Public Power District, Qwest Communications and any other company which has been granted a franchise to provide a cable television system within the Properties and Metropolitan Utilities District, their successors and assigns are provided for in the final plat of The Residences at West Dodge Station, The Residences at West Dodge Station Replat One and The Residences at West Dodge Station Replat Two and any other plats relating to The Residences at West Dodge Station subdivision which are or will be filed in the Office of the Register of Deeds of Douglas County, Nebraska.

ARTICLE V RESTRICTIONS. COVENANTS AND ARCHITECTURAL CONTROL

Section 1. Each Lot and Unit shall be used exclusively for single-family residential purposes and for no other purpose or use.

Section 2. No Owner shall at anytime lease or rent the single family residence or townhome Unit on any Lot and no lessee, renter, tenant or any other person providing any consideration for such occupancy or use will be permitted to at anytime occupy or use all or any part or parts of any single family residence or townhome Unit on any Lot.

Section 3. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be built, constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by the Architectural Control Committee as follows:

(a) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (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 Architectural Control Committee of the Owner's mailing address.

(b) The Architectural Control Committee shall review such plans in relation to the type and exterior of the improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant or the Architectural Control Committee. In this regard, The Architectural Control Committee intends that the Lots shall form a residential community with townhomes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Architectural Control Committee determines that the proposed Improvements will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Architectural Control Committee may refuse approval of the proposed Improvements.

(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 the Architectural Control Committee.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section, or as a result of any act or failure to act by the Architectural Control Committee with respect to any proposed Improvement.

Section 4. No single-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. No structure, building or porch shall be constructed, erected, installed or situated within twenty-five (25) feet of the front yard line for such Lot, 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.

Section 5. The exposed foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick embossed poured concrete or with clay-fired brick or simulated brick or other material approved by the Architectural Control Committee. All exposed side and rear concrete 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. All foundations shall be constructed only of poured concrete, brick or stone. Unless other materials are specifically approved by the Declarant, the roof of all Improvements shall be covered with Heritage 30 year weather wood asphalt shingles or wood cedar shakes or wood shingles. Hardboard, pressed wood, banded wood and like type shingles will not be approved by the Architectural Control Committee for coverage of any roof.

Section 6. 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 Architectural Control Committee. 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 church activities or business activities of any kind whatsoever shall be conducted on any Lot including, but not limited to, home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; nor shall any Lots 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, its agents or assigns, during the construction and sale of the Lots.

Section 7. No obnoxious 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. 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.

Section 8. 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 Architectural Control Committee. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

Section 9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), 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 at any time; nor shall vehicles offensive to the neighborhood 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 building operations, and then only in as neat and inconspicuous a manner as possible.

Section 10. 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 occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 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.

Section 11. No incinerator or trash burner shall be permitted on any Lot. No garbage 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 garbage, refuse, rubble or cuttings shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards of the Lots.

Section 12. No fence shall be permitted to extend beyond the back line of the main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line of the main residential structure. Unless other materials are specifically approved in writing by the Architectural Control Committee, fences shall only be composed of cedar wood, wrought iron or vinyl.

Section 13. 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 feet (2') in height and not requiring a City of Omaha permit for the pool or a surrounding fence.

Section 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.

Section 15. A public sidewalk shall be constructed of concrete four (4) feet wide by three and one-half (3 1/2) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) 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.

Section 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.

Section 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 one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Control Committee, if required by this Declaration. 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 not be permitted. 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 business or 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.

Section 18. Any exterior air conditioner condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. Except for the natural habitat areas existing on any Lot as of the time of the original sale of the Lot or Unit to an Owner by the Declarant, 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.

Section 19. Except for a townhome Unit no Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

Section 20. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Properties to any Lot without the written approval of the Architectural Control Committee.

Section 21. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

Section 22. Declarant does hereby reserve unto itself and grant to the Architectural Control Committee the concurrent 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.

Section 23. In the event an Owner of any single family residence or townhome Unit shall fail to strictly comply with any of the provisions of this Declaration including, but not limited to, the provisions of this Article V, the Association shall have the right, through its agents, contractors and employees, to enter upon the Owner's Lot and to remove any Improvements not in compliance with the provisions of this Declaration and to charge Owner

with the fees, costs and expenses of such removal and at its option to levy and assess any fees, costs and expenses incurred by the Association against Owner's Lot or Unit. If such fees, costs and expenses are levied and assessed against Owner's Lot or Unit the amount shall constitute a lien against the particular Lot or Unit and may be enforced by foreclosure or other remedy as provided in Section 8 of Article III herein.

ARTICLE VI PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any townhome Unit upon the Properties and placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared by the Owners of such townhome Unit who make use of such party wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If such party wall is destroyed or damaged by fire or other casualty, any Owner of such townhome Unit who has used such wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any Owner of any such townhome Unit to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner of any townhome Unit who by his negligent or willful act causes such party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any Owner of any townhome Unit to contribution from any other Owner of a townhome Unit under this Article shall be appurtenant to the land and shall pass to such Owners successor in title.

Section 6. Binding Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding and enforceable against the parties to the dispute. Arbitration shall be governed by the terms of the Uniform Arbitration Act to the extent consistent with the foregoing provisions.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Except for the authority and powers specifically granted to the Declarant herein, the Declarant, the Association, or any Owner of a Lot, 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 either to prevent or restrain any violation or to recover damages or other amounts due for such violation. Failure by the Declarant, Association or 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 forty (40) years from the date this Declaration is recorded (excluding the easements created herein which shall run with and bind the Properties in perpetuity), 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. Except for the Declarant rights reserved in Section 4 and subject to complying with the provisions of Section 5 of this Article, this Declaration may be amended or canceled by an instrument signed by the Declarant and not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records of Douglas County to be effective.

Section 4. Declarant Amendment. 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 of the recordation of this Declaration. Further, 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 Properties and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and binding 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 Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification or amendment.

Section 5. Special Declarant Rights. Declarant or its successors or assigns 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. In that event, the Declarant or the Association, shall each have the right to appoint the Association or another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same rights, 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 5 unless consented to in writing by Declarant.

Section 6. 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; and (iii) the amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration this 25th day of January, 2007.

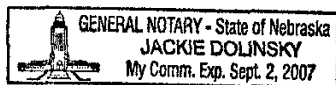
DECLARANT:


**DAVE PAIK BUILDERS, Inc., a
Nebraska Corporation**

By: 
David Paik, President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of January, 2007, by David Paik, President of Dave Paik Builders, Inc., on behalf of the corporation.




Notary Public

CONSENT TO AND APPROVAL
OF DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

The undersigned, each being the Owner of the Lots in The Residences at West Dodge Station subdivision set forth opposite their respective names hereby approve and consent to be bound by all of the terms and provisions of the Declaration and consent to its recording with the Register of Deeds of Douglas County, Nebraska.

Angela M. Paik
Angela M. Paik, a single person

³⁰⁵
Lot ~~306~~
The Residences at West Dodge Station

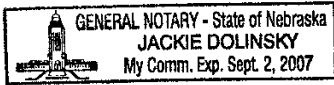
Quality Construction, L.L.C., d/b/a Quality
Custom Home Builders

Lots 274 through 279
The Residences at West Dodge Station

By: David E. Norman
Its Managing Member

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

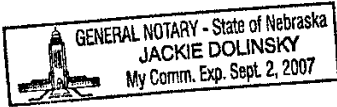
The foregoing instrument was acknowledged before me this 26th day of January, 2007, by Angela M. Paik, a single person.



Jackie Dolinsky
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16th day of February, 2007, by David E. Norman, Managing Member of Quality Construction, L.L.C., d/b/a Quality Custom Home Builders, on behalf of the limited liability company.



Jackie Dolinsky
Notary Public