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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SUPPLEMENTARY, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WEDGEWOOD TOWN HOMES ADDITION,

an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

WEDGEWOOD PHASE III,

an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

WEDGEWOOD PHASE III REPLAT,

an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

WEDGEWOOD PHASE IV,

an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and

LOT 1, BRANDON PARK ADDITION,

an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

This Supplementary, Amended and Restated Declaration of Covenants is made and executed this first day of May, 1999 by the Wedgewood Owners Association, Inc., a Nebraska Non-Profit Corporation, pursuant to the provisions of Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions dated August 10, 1987 and recorded December 16, 1987 in Book 834 of Miscellaneous Records at Page 610 in the Office of the Register of Deeds of Douglas County, Nebraska.

12539P See next pg
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RECITALS:

This Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions is intended to consolidate, incorporate, modify, amend, coordinate and restate the Covenants, Conditions and Restrictions set forth in the following documents:

Declaration of Covenants and Conditions and Restrictions dated August 31, 1973 and recorded on January 25, 1974 in Book 532 of Miscellaneous Records at Page 91 in the Office of the Register of Deeds of Douglas County, Nebraska;

Supplementary Declaration of Covenants, Conditions and Restrictions dated August 6, 1976 and recorded on August 6, 1976 in Book 568 of Miscellaneous Records at Page 247 in the Office of the Register of Deeds of Douglas County, Nebraska.

Supplementary Declaration of Covenants, Conditions and Restrictions dated November 21, 1977 and recorded on March 16, 1978 in Book 594 of Miscellaneous Records at Page 596 in the Office of the Register of Deeds of Douglas County, Nebraska.

Second Supplementary Declaration of Covenants, Conditions and Restrictions dated January 12, 1978 and recorded on March 16, 1978 in Book 594 of Miscellaneous Records at Page 604 in the Office of the Register of Deeds of Douglas County, Nebraska.

Declaration of Covenants, Conditions and Restrictions dated June 1, 1980 and recorded September 26, 1980 in Book 639 of Miscellaneous Records at Page 529 in the Office of the Register of Deeds of Douglas County, Nebraska.

Declaration of Covenants, Conditions and Restrictions dated April 2, 1984 and recorded April 5, 1984 in Book 708 of Miscellaneous Records at Page 47 in the Office of the Register of Deeds of Douglas County, Nebraska.

Declaration of Intent to Be Bound dated August 29, 1984 and recorded October 23, 1984 in Book 721 of Miscellaneous Records at Page 482 in the Office of the Register of Deeds of Douglas County, Nebraska.

Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions dated August 10, 1987 and recorded December 16, 1987 in Book 834 of Miscellaneous Records at Page 610 in the Office of the Register of Deeds of Douglas County, Nebraska.

The Declarations of Covenants, Conditions and Restrictions described above impose certain covenants, conditions and restrictions on the following described property in Douglas County, Nebraska, to-wit:

59-41690

Lots I through 49 and Outlots 1 through 9, Wedgewood Town Homes Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded;

52, 67-69

59-41685

Lots 50 through ~~69~~ and Outlots 10, 11 and 12, Wedgewood Phase III, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

59-41686

Lots 70 through 81, Wedgewood Phase III Replat, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; and

59-41687

Lots 1 through 5, Wedgewood Phase IV, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

59-04423

The Owners of Lot 1, Brandon Park Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, have indicated their willingness and intent to be bound by and to subject their property to this Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, in consideration of the foregoing Recitals, Declarant and the owners of Lot 1, Brandon Park Addition, do hereby declare that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property above described as well as any other properties submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the described property, and any part thereof, or any property hereafter annexed hereto, their heirs, successors, and assigns, and shall inure to the benefit of each owner hereof until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of two-thirds majority of the then owners aforescribed of the Lots, it is agreed to change covenants. In whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate and the Declaration of Covenants, Conditions and Restrictions as previously filed and supplemented shall be modified by substituting in their stead the following Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions:

ARTICLE 1
DEFINITIONS

1.1 "Declarant" and "Association" shall mean and refer to Wedgewood Owners Association, Inc., a Nebraska Non-Profit Corporation, its successors and assigns. "Declarant" includes within its meaning, the owners of Lot 1, Brandon Park, where applicable.

1.2 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, but excluding those having an interest merely as security for the performance of an obligation. The term "Owner" is further

restricted to individual owners of record actually residing in the dwelling on the said Lot as provided in 8.1

1.3 "Property" shall mean and refer to the real property subjected to this Modified Declaration of Covenants, Conditions and Restrictions, which property is described as follows:

Lots 1 through 49 and Outlots 1 through 9, Wedgewood Town Homes Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 50 through 69 and Outlots 10 through 12 Wedgewood Phase III, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 70 through 81, Wedgewood Phase III Replat, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 1 through 5, Wedgewood Phase IV, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and, Lot 1, Brandon Park Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area is Described as follows:

Lot 33 and Outlots I through 9, Wedgewood Town Homes Addition, Outlots 10, 11 and 12, Wedgewood Phase III; Lot 5, Wedgewood Phase IV; as surveyed, platted and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

1.5 "Lot" shall mean and refer to any plot of land designated by number and shown upon any recorded subdivision map or plat of the Property with the exception of the Common Area, upon which is constructed a dwelling.

ARTICLE 2 PROPERTY RIGHTS

2.1 OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

2.1.2 The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a reasonable period as determined by the Board of Directors of the Association for any infraction of its published rules and regulations;

2.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an

instrument signed by two-thirds (2/3) vote of the members agreeing to such dedication or transfer has been recorded; and

2.1.4 The right of the Association to extend the non-exclusive right and easement of enjoyment granted by this Article to the Owners of Property hereafter annexed hereto and made subject to this Declaration.

2.2 DELEGATION OF USE. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests.

2.3 OWNERS' EASEMENTS FOR ACCESS. Every Owner shall have a nonexclusive right and easement in, over, upon and to those portions of the Common Area designated as streets, drives and walkways so as to provide permanent access for each Lot to and from 120th Street for pedestrian and vehicular traffic. The easements granted by this Section shall be permanent and perpetual and shall not be subject to the expiration provisions hereinbefore set forth.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot and every contract purchaser for deed of a Lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. "Resident Members" shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

3.3 The Association may assess an initial membership fee to any subsequent owner who purchases a lot after the recordation of this Declaration.

ARTICLE 4 COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner and contract purchaser of a Lot within the Property by acceptance of a deed therefor or by executing a contract to purchase for deed, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

4.1.1 Regular. annual assessments or charges;

4.1.2 Special assessments for capital improvements, which special assessments shall be established and collected as hereinafter provided;

4.1.3 Special assessments for insurance on the Property;

4.1.4 An initiation fee as determined by the Association upon the purchase of a lot within the Property; and

4.1.5 Late charges in an amount determined by the Association for any of the fees mentioned in Paragraphs 4.1.1, 4.1.2, 4.1.3 and 4.1.4, which are not paid by the due date established by the Association.

The regular and special assessments, together with interest, costs, late charges and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorney fees, shall also be the personal obligation of the Owner of such Property at the time when the assessment became due.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety and other non-profitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use, any one or more area entrances or entry structures, swimming pools, tennis courts, clubhouses, and any other recreational equipment, facilities, grounds, or structures; to provide and maintain private pedestrian walkways and access and private vehicular streets and access; to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services; to provide for exterior maintenance on the Homes located on a Lot within the Property; to provide architectural control and secure compliance with or enforcement of applicable covenants, easements restrictions and similar limitations; to provide and maintain private and public sewers and utilities, conduits, connections, lines, maintenance and services; and to undertake such other activity appropriate, convenient, or necessary to promote or sustain any such interest.

4.3 REGULAR ASSESSMENTS. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail, an annual budget of the working fund for the then anticipated fiscal affairs and general operations of the Association for the coming year, and shall levy and collect monthly assessments from each Lot within the Property which assessment shall be sufficient to fund the budget for the coming fiscal year. The regular assessment shall be uniform in amount as to like units but may vary depending upon the type, size, value and design of the individual unit. The budgets and the assessments shall be approved and ratified by the Directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND EXTRAORDINARY EXPENSES. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

repair or replacement or a capital improvement upon the Common Area, including fixtures and personal Property related thereto, or to defray in whole or in part, any extraordinary general expenses of the Association, including a charge for interest. Special assessments for capital improvements and extraordinary expenses shall be approved by a majority vote of a quorum of the membership of the Association at any properly called meeting. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the regular assessment with respect to said Lot, until the said special assessment shall have been paid in full.

4.5 SPECIAL ASSESSMENTS FOR INSURANCE. In addition to the regular assessments and special assessments authorized above, the Association shall levy special assessments on each Lot within the Property for the portion of the insurance premium due with respect to said Lot as hereinafter provided in Article 9 hereof, which special assessment shall be paid each month along with the regular assessments with respect to said Lot.

4.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS - DUE DATES. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of interest upon a judgment for the payment of money pursuant to Neb. Rev. Stat. §45-103 (1986 Cumm. Supp.) as amended. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Property in the same manner as provided by law for the foreclosure of mortgages. Any such action, whether at law or by way of foreclosure, shall be brought within ten (10) years after the last day of the year or period in which the delinquent assessment became due and payable. No Owner may waive or otherwise escape liability for the assessments provided herein by refraining from using the Common Area or by abandoning or vacating his Lot within the Property.

4.8 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first lien of record. The sale or transfer of any Lot within the Property shall not affect the assessment lien. However, the sale or transfer of any Lot within the Property pursuant to mortgage foreclosure, sale under power of sale in a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot within the Property from liability for any assessments thereafter becoming due or from the lien thereof.

4.9 EXEMPT PROPERTY. All Property dedicated to and accepted by, a local public authority and all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska and the Common Area shall be exempt from the assessments created herein provided, however, that no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.10 RECORDING. The Association, at its option, through one of its officers or its attorney, may record in the office of the Register of Deeds of Douglas County, Nebraska a duly acknowledged statement or document setting forth the lien claimed for unpaid regular, annual and special assessments. Failure to record the statement of lien or a similar document shall in no way affect the validity of the lien created herein.

ARTICLE 5 MAINTENANCE ON DWELLINGS

In addition to maintenance upon the Common Area, the Association at its option may Provide exterior maintenance upon each dwelling on a Lot which is subject to assessment for exterior maintenance hereunder, including but not limited to the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and private drives and private roads, and other improvements. The Association may provide all services necessary for cleaning and removing ice, mud, snow or other debris or matter from driveways and walkways. Exterior maintenance shall not include the painting, repair, replacement and care of mechanical garage door openers or any mechanical equipment such as air conditioning, condensers and related appliances. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the regular or special assessment to which such Lot is subject. The Association, its employees and agents shall have a general easement over and upon any Lot and shall have the right to go into or upon any Lot within the subdivision at reasonable times upon reasonable notice for the purpose of performing the maintenance provided by this Article if the Association elects to provide such maintenance.

ARTICLE 6 ARCHITECTURAL CONTROL

No Dwelling will be altered, built, constructed or otherwise maintained on any Lot within the Property without the express permission of the Association's architectural control committee or its permission by implied approval secured in the manner set out in the Association's Articles of Incorporation or By-laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within Lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such Dwellings; and no exterior air conditioning equipment, mail box, antenna, satellite dish, ditch, fence, flag pole, tennis court, deck, patio, kennel, swimming pool, wall, shed, greenhouse or other structure or associated structures, and no trees or other landscaping in any location within public view will be

altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any Lot within the Property without such approval by the Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

ARTICLE 7 PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall built as a dividing wall between separate dwellings constructed upon the Lots within the Property as part of the original construction of Town Homes upon the properties shall constitute a party wall to be used by the adjoining Owners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. 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.

7.2 DESTRUCTION BY FIRE OF OTHER CASUALTY. In the event of the damage or destruction of a party wall from fire or other casualty, other than the negligence of either adjoining Owner, the Owners shall, at joint expense, repair or rebuild said wall, and each Owner, his successors and assigns, shall have the right to the full use of said party wall so repaired or rebuilt. If either Owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other Owner may have such wall repaired or restored and shall be entitled to have a construction lien on the Lot owned by the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement cost.

7.3 MAINTENANCE, USE AND ALTERATION.

7.3.1 The cost of maintaining the party wall shall be borne equally by the Owners on either side of said Wall.

7.3.2 Neither Owner adjacent to said party wall shall have the right to add to or subtract from the said party wall in any manner whatsoever, it being the intention that said party wall shall at all times remain in the same position as when erected.

7.3.3 Each party to the party wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

7.3.4 The expense of maintaining, repairing and replacing that portion of the roof which covers the party wall shall be shared proportionately by both adjoining Owners.

7.4 RIGHT TO CONTRIBUTION RUNS WITH THE LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners, successors in title.

ARTICLE 8 GENERAL RESTRICTIONS

8.1 SINGLE FAMILY. No Lot within the Property will be occupied or used for other than single family clustered residential purposes, and no such Lot will be occupied or used for such residential purposes at a density greater than one single family clustered residence for each Town Home Lot. A Dwelling on a Lot within the Property, other than an Outlot, may be occupied only by an individual or individuals and their family who are owners of record of the said Lot unless approved by the Association's Board of Directors.

8.1.1 NO RENTALS ALLOWED IN WEDGEWOOD. Based on the above restrictions [8.1 Single Family], and the City of Omaha Zoning Regulations [Sec. 55-19F] in which the family is defined as "one or more persons living together and sharing common living, sleeping, cooking and eating facilities within an individual housing unit," there will be no rentals allowed in Wedgewood. There are to be no renters of rooms, basements, or garages in any housing unit.

8.2 AWNINGS. No awnings, greenhouses or sun screens of any type shall be affixed to any building or structure upon any Lot within the Property without the written consent of the Association.

8.3 MAINTENANCE OF DRIVEWAYS, SIDEWALKS AND DWELLINGS. No driveway or sidewalk and no structural element of any Dwelling or exterior part thereof will be maintained on any Lot within the Property in damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition. All dwellings shall be maintained in a first class condition reasonably consistent with the condition of the other dwellings on the Property.

8.4 NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on on any Lot within the Property, nor shall any exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse, be maintained above ground level on any such Lot; and no barn, shack, tent, trailer, camper, mobile home, recreational vehicle, camper vehicle or other moveable or temporary structure shall be maintained on any Lot within the Property other than for temporary use or uses appropriate, convenient, of necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses related to and connected with approved or permitted construction.

8.5 GRASS AND WEEDS. 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 within the Property so as to constitute an actual or potential public nuisance, create a hazard or undesirable contagion or proliferation, or detract from a neat and trim appearance.

8.6 RECREATIONAL EQUIPMENT. No basketball hoop, slide, swing, or other recreational equipment will be installed or maintained on any Lot within the Property, without an express written approval executed by the Association through its architectural control committee in the manner set out in its Articles of Incorporation or its By-laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any Lot within the Property, other than in a location out of public view.

8.7 SIGNS. No Owner shall place or cause to be placed on any Lot within the Property an advertising sign or other poster other than a sign of an area of not more than four (4) square feet advertising a home on a Lot within the Property for sale.

8.8 STORAGE. No excess or unused building material or materials or firewood, will be kept, stored or otherwise maintained on any Lot within the Property, in a location within public view, other than for use or uses connected with and related to approved or permitted construction; no junk, rubble, waste material, or other refuse will be abandoned stored or otherwise maintained or kept on any such Lot; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any Lot within the Property, other than in an enclosed structure. Automobiles shall be parked only in designated parking areas. The two designated parking areas are: (1) the parking area on Mayberry Plaza directly in front of the Clubhouse; and (2) the parking area on the west perimeter of the pool and Clubhouse common ground, which is on the east side of 119th Court midway between Mayberry Plaza and Mason Plaza.

8.9 ANIMALS. No birds, livestock, poultry, or animals other than domesticated non-commercial pets in no more than reasonable quantities will be bred, kept or otherwise maintained on any Lot within the Property.

8.10 PROHIBITED ACTIVITIES. No commercial enterprise or gainful public business, occupation or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any Lot within the Property.

8.11 FENCES AND OTHER ENCLOSURES. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any Lot within the Property except those that may be authorized by the Association. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

8.12 OUTBUILDINGS. No outbuilding or other attached structure appurtenant to a house on a Lot within the Property may be erected on any of the Lots within the Property without the written consent of the Association.

ARTICLE 9 INSURANCE

9.1 BASIC COVERAGE. Insurance policies upon the Property including the structures but excluding the furnishings, improvements and contents of individual dwellings within the Property shall be purchased by and in the name of the Association and the Owners of each Lot as their interest may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual Lots. The selection of the insurance coverage, companies and policies to be so procured shall be within the sole discretion of the Board of Directors of the Association.

9.2 ADDITIONAL COVERAGE. The Association may also procure, if requested by the Owner of any Lot, insurance upon the personal Property, furnishings and improvements located on the premises by said Owner as well as coverage for personal liability and such other risks as are ordinarily protected and covered under Homeowners' insurance policies. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

9.3 SPECIAL ASSESSMENTS. The cost of insurance premiums shall be considered in the nature of a special assessment, as hereinbefore provided, and the Association shall monthly specially assess against each Lot the premium attributable to coverage procured on said Lot under Sections 1 and 2 of this Article by the Association.

9.4 ADDITIONAL INSURANCE. Each Owner of a Lot within the Property may obtain additional insurance at the Owner's sole own expense, provided however, that the additional insurance does not in any way impair, limit or restrict the effectiveness of the basic coverage carried by the Association.

9.5 INSURANCE COVERAGE FOR COMMON AREA. The Association shall procure and maintain appropriate insurance upon the Common Area and buildings and structures located thereon insuring against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril. The Association shall carry general public liability insurance with limits which the Association deems appropriate.

ARTICLE 10 ACCESS

10.1 RIGHTS OF THE ASSOCIATION. The Association shall have the right of access to each dwelling on a Lot within the Property at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the Owner with all of the duties of the Owner of Lots under this Modified Declaration of Covenants, Conditions and Restrictions.

10.2 ACCESS BY UTILITY COMPANIES. Each of telephone companies, Metropolitan Utilities District, Omaha Public Power District, the applicable cable television franchisee and their respective successors and assigns is granted an easement, together with rights of ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing or repairing their respective telephone, gas, water electric, cable television, public sewer, private sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of common ground or of any Lot within the Property which may be necessary or required to carry out the purposes set forth above, provided however, that the easement shall not interfere with any structural element of any single family clustered residence and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better.

ARTICLE 11 GENERAL PROVISIONS

11.1 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, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 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.

11.3 AMENDMENT. The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot within the Property or any covenant or easement granted to it; and the Association will have the right in the manner set out in its Articles of Incorporation and By-laws, as from time to time amended, at any time or from time to time to:

11.3.1 Extend, modify or terminate all or any part or parts of this Declaration other than easements granted to other grantees; and

11.3.2 Adopt written rules and regulations not inconsistent with this Declaration which are appropriate to facilitate the use of the common area, the exercise of membership and voting rights, the collection of assessments, the maintenance of dwellings, the control of architecture, the use of dwellings, the coverage of insurance and access to lots within the Property, and the general restrictions applicable to the lots within the Property.

11.4 ANNEXATION. Additional land may be annexed by the Association or its assigns with the consent of members of the Association in the manner set forth in its By-Laws, as from time to time amended, provided the Property so annexed shall be subject to all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the

different character of such Property but not inconsistent with the residential character of the Property.

IN WITNESS WHEREOF, Declarant has executed this Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions at Omaha, Douglas County, Nebraska, this 1st day of MAY 1999.

WEDGEWOOD OWNERS ASSOCIATION, INC.
A NEBRASKA NON-PROFIT CORPORATION

BY: Helen Plunkett
Helen Plunkett, Its President

ATTEST:

Maria Moran
Maria Moran, Secretary

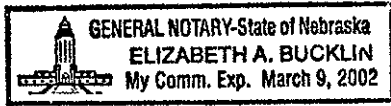
Susan Willrodt
Susan Willrodt
Owner of Lot 1 except the west 45 feet
thereof, Brandon Park

Phillip J. Plessinger
Phillip J. Plessinger

Grace Plessinger
Grace Plessinger
Owners of the west 45 feet in width of Lot 1,
Brandon Park

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

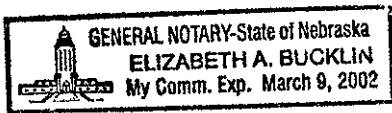
The foregoing Supplementary, Amended and Restated Declaration of Covenants, Conditions, and Restrictions was acknowledged before me this 25th day of July, 1999, by Susan Willrodt, owner of Lot 1, except the West 45 feet in width thereof, Brandon Park.



Elizabeth A. Bucklin
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 3rd day of August, 1999, by Phillip J. Plessinger and Grace Plessinger, owners of the West 45 feet in width of Lot 1, Brandon Park.



Elizabeth A. Bucklin
Notary Public

August 16, 1999

**NOTICE OF AMENDED BY-LAWS
WEDGEWOOD OWNER'S ASSOCIATION**

Notice is hereby given to the owners of homes in Wedgewood and Lot 1, Brandon Park, all legally described in this document, that there exists in the office of the Secretary of the Wedgewood Owner's Association, Inc., a set of rules known as the "Amended By-Laws of the Wedgewood Owner's Association, Inc.," which govern the activity of the association and its members.

These By-Laws are available to all owners who might request them.



Helen Plunkett, President