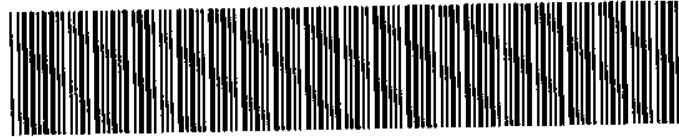


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RICHARD M. TAKEUCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF WALNUT LAKE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION is made by Pacesetter Homes, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of real property described as follows:

Lots 1 through 57, inclusive, and OutLots A, B and C, in Walnut Lake Replat I, a Subdivision in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot"; said outlots are referred to collectively as "Outlots".

The Declarant desires to create on this property a residential community with private streets which will be privately maintained, a lake, park, open spaces and other common facilities. Declarant further desires to provide for the preservation of the values and amenities of Walnut Lake, for the maintenance of its character and residential integrity, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of its residents.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the

(41)

following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following covenants and conditions.

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, as hereafter defined, or as a church, school, park or for other non-profit use.

2. No residence, building, fence, wall, driveway, sidewalk, patio, patio enclosure, deck, swimming pool, basketball backboard, dog house, tree house, flag pole, solar heating or cooling device, windmill or other external improvement including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, reconstructed or remodeled, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect or remodel the exterior of an Improvement shall deliver two sets of construction plans, detailed landscaping plans, grading plans, erosion control plans, and plot plans showing the horizontal and vertical location of the improvement on the Lot to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description of the type, quality, color and

use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements to be constructed, erosion control measures as to each lot, and any general scheme or plans formulated by Declarant, including the water drainage plan as per Article I, Section 14. In this regard, Declarant intends that the Lots shall be developed into a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that all or any part or parts of the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of all of the proposed Improvement or such part or parts found objectionable.

C. Written Notice of any approval or refusal to approve a proposed Improvement (or part thereof) shall be mailed to the owner at the address specified by the owner. Such notice shall be mailed within thirty (30) days after the date of receipt of the plans by Declarant. If such notice is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No tree larger than two (2) inches in diameter measured at five (5) feet height may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefor, shall have been submitted to and approved in writing by the Declarant. After submission of such tree removal plans and request, the Declarant shall approve or disapprove all plans and requests in writing within thirty (30) days after

receipt thereof. In the event the Declarant fails to take any action within thirty (30) days after tree removal requests have been received, said submitted plans shall be deemed disapproved. In the event an Owner of a Lot, his agents or assigns shall move, remove, cut or destroy any tree on said Owner's Lot without first obtaining written Declarant approval for said tree removal, the Owner shall pay to the Association \$500.00 cash per tree immediately, failing in which a lien of such amount shall be placed on and may be foreclosed against said Lot.

E. No Lot owner, or combination of Lot-owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement, remodeling, or tree removal. 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 proposed Improvement, remodeling or tree removal.

3. No single-family residence shall be built, 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 at street level.

4. All exposed foundation walls must be constructed of or faced with brick or stone or other material approved by Declarant. All driveways must be constructed of concrete, concrete blocks, brick or stone. Unless other materials are specifically approved by Declarant, the roofs of all Improvements shall be covered with wood cedar shingles or wood shakes. All exterior painting or repainting of any improvement shall be of an earthy color approved by Declarant. No finish or preservative shall be applied to any exterior decks other than a clear wood finish or preservative. All exterior brick shall be approved by Declarant. In the event that

a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant.

5. 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 or house as "For Sale"; 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. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, this 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.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot. However, a television satellite disc not larger than eighteen (18) inches in diameter, which is adequately screened from view, is allowed without written consent of Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted outside on any Lot at any time; nor shall unsightly vehicles 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.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar

property 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 in operating condition 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 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes on the day of such pickup. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or garage. No storage sheds or other out-buildings shall be allowed. No garbage, refuse, rubbish or grass cuttings shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time.

10. Because Declarant and the Association do not plan to provide street lights unless required by applicable code, each Dwelling Unit shall be required to have and properly maintain at all times at least one light at the front door and one light at the garage door of each such Dwelling Unit, which lights shall be controlled by a photoelectric cell so that continuous exterior light is provided during all periods of darkness. Dwelling units on corner lots shall also provide such light(s) on each street side of such dwelling unit.

11. Exterior lighting installed on the side and rear of any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots.

12. No fences or walls shall be permitted except those placed by Declarant on the exterior lot lines of the subdivision, and except those given written approval by Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No produce or vegetable gardens shall be maintained on any lot.

13. No swimming pool shall be permitted which extends more than one foot above ground level. Outdoor spas must be either below ground or enclosed within an outdoor deck. No tennis courts shall be allowed on any Lot.

14. Construction of any Improvement shall be completed within one and one-half (1½) years from the date of commencement of excavation or construction of the Improvement. Unless approved by Declarant, no excavation dirt shall be spread across any Lot or Outlot in such a fashion as to materially change the contour of any Lot or Outlot.

15. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No improvement shall be placed, nor any Lot graded, to interfere with such water drainage plan, including the drainage swales surrounding the lake located on Outlot B.

16. Driveway approaches shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete.

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 that a dog house constructed for one (1) dog shall be permitted; provided also that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. No dog runs shall be allowed on any lot. Dog houses

shall only be allowed at the rear of the dwelling, concealed from public view. The total number of dogs and/or cats kept within the dwelling units on a Lot shall not exceed two (2). No livestock or agricultural type animals shall be allowed in the subdivision, including pot-bellied pigs or any non-domestic animals.

18. All exterior air conditioning condenser units shall be placed in the rear yard or a side yard so as not to be visible from public view. No grass, weeds or other vegetation shall 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.

19. 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.

20. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently, except during the construction of a residence. No structure or dwelling shall be moved from outside Walnut Lake to any Lot unless the written approval of Declarant is first obtained.

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

22. No garage door shall be permitted to remain open except when entry to and exit from the garage is required.

23. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

24. No basketball hoops or backboards shall be permanently installed on any Lot or Living Unit. Any other playground equipment shall be limited to the rear yard of any Dwelling Unit, except that no playground equipment shall be allowed on Lots 45 to 57, inclusive.

25. Each Owner must install an approved automatic yard sprinkler system at the time of construction of a Living Unit on the Owner's Lot, at Owner's expense. The control box for same shall be located on the outside of the Dwelling Unit so as to allow the Association to operate it.

26. Except for the items noted in Article II(4)(b), each Owner shall at all times keep and maintain the exterior of its Dwelling Unit, Lot and any related improvement in good and neat condition and repair including, but not limited to, repainting, re-siding, re-roofing, and sealing and repair of driveways, as needed and in a timely manner.

27. Unless waived in writing by the Declarant or the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes located on their Lot. Should any of such trees, shrubs or bushes be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such repair, maintenance, or replacement does not occur within thirty (30) days after written notice from either the Declarant or the Association, then either the Declarant or the Association may cause such repair, maintenance, or replacement to occur and charge the owner of the Lot for same as allowed hereinafter.

28. Declarant has constructed a boundary fence around the perimeter of the Walnut Lake Subdivision (the "Boundary Fence"). The Boundary Fence is situated on the west boundary line of Lots 1, 5, 8, 9, 10, 11 and 12; along the west twenty-seven (27) feet of: (a) the north side of Lot 5, and (b) the south side of Lot 1; along the north side of Lots 1 to 4, inclusive, and 33 to 37, inclusive; along the east side of Lots 24 to 33, inclusive, and along the south side of Lots 12 to 24, inclusive. All such lots are collectively referred to as the "Boundary Lots".

Boundary Lots are subject to a twenty (20) foot wide permanent and exclusive right and easement in favor of Declarant and the Walnut Lake Homeowners Association to maintain, repair and replace the Boundary Fence and any signs installed on or near the Boundary Fence.

ARTICLE II.

HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of WALNUT LAKE HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purposes the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, and also in connection therewith, has the following powers and additional purposes:

(a) The Declarant will convey a fee simple title to Common Facilities (Outlots A, B and C, Walnut Lake) to the Association, free and clear of all encumbrances and liens, except easements, rights-of-way, restrictions, covenants, and conditions then of record. The Common Facilities shall be conveyed by the Declarant to the Association prior to the sale of the twentieth (20th) Lot by Declarant.

(b) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair,

upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include parks and lake(s) (including any pumps, wells, or fountains used in connection with the lake(s); dedicated and nondedicated roads, pathways and green areas; signs; a privacy wall to be built along 156th Street; a Boundary Fence; and entrance(s) for Walnut Lake (including an entrance privacy gate). Common Facilities may be situated on property owned or leased by the Association, on dedicated property, on private property subject to an easement in favor of the Association, on public property, or on property dedicated to a Sanitary and Improvement District.

(c) The promulgation, enactment, amendment and enforcement of rules and regulations relating to these 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 the 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 Facilities.

(d) The exercise, promotion, enhancement and protection of the privileges and interest of the residents of Walnut Lake and the protection and maintenance of the residential character of Walnut Lake.

2. Membership and Voting. Walnut Lake is divided into fifty-seven (57) separate building Lots (referred to as the "Lots"). The "Owner" of each Lot 1 through 57, inclusive, shall be a Member of this Association. For purposes of this declaration, the term "Owner" of a Lot means the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those parties 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 purchaser 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 Owners 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, except that Declarant shall have three (3) votes for each Lot owned until the number of Lots owned by non-declarants equal forty (40), at which time all Lots shall be entitled to only one (1) vote.

3. Purposes and Responsibilities. 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 Association shall include but shall not be limited to the following:

(a) The development, operation and administration of Common Facilities, and the establishment and enforcement of the rules and regulations relating to the Common Facilities.

(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 of Association funds to accomplish the purposes of the Association including, but not limited to, payment for insurance covering any Common Facility against

property damage and casualty, and purchase of liability insurance coverages for the Association and the Board Directors.

(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 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 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 right of the Association to borrow money for the purpose of improving the Common Properties and facilities and, in aid thereof, to mortgage said Common Properties and facilities, which mortgage shall be subordinate to the rights of the owners hereunder.

(h) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties by Members and by guests of Members.

(i) 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.

(j) 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.

(k) 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.

4. Mandatory Duties of the Association. The Association shall:

(a) Maintain, repair and replace the signs, monuments and gates which have or will be installed by Declarant at the entrance at 156th Street and Lakeside Plaza, so that they are in good repair and neat condition;

(b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers constructed on and along 156th Street so that such are in good repair and neat condition; and

(c) Maintain, repair, construct, and replace, as necessary, the lake located on Outlot B, and all wells and irrigation systems located on Outlots A, B and C.

(d) Maintain (including snow removal), repair, construct and replace, as necessary,

the private street located on Outlot C, and all improvements, landscaping, and lighting located on Outlots A, B and C.

(e) Lawn care of the Lots (including aeration, fertilization and mowing, but not watering), and snow removal of driveways and front yard walks (not courtyards, patios or decks) located on the Lots, weekly trash removal, and twice yearly exterior window cleaning of the Dwelling Units on the Lots.

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.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the board of Directors may abate all or part of the dues or 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.

7. Liens and Personal Obligations for Dues and Assessments. The assessments 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 shall not pass to a successor in title to the Owner 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 association as to the amount of any unpaid assessments or dues. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

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 Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10 below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) For Lots 1, 2, 3, 5 and 7-37, inclusive, One Hundred Thirty Dollars (\$130.00) per lot, per month; for Lots 4, 6 and 38-44, inclusive, and Lot 47, inclusive, One Hundred Eighty Dollars (\$180.00) per lot, per month; Lots 45, 46 and 48-57, inclusive, Two Hundred Fifty Dollars (\$250.00) per lot, per month.

(b) In each calendar year beginning on and after January 1, 2003, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Special Assessments for Capital Improvements or 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, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The maximum amount of assessments levied under this Section 11 shall not exceed One Thousand Dollars (\$1,000.00) per

lot, per calendar year; provided, such maximum amount shall automatically increase five percent (5%) (compounded) over the prior year's maximum beginning in the year 2003.

11. Excess Dues and Assessments. With the approval of a two-thirds (2/3) vote of the Members of the Association, the Board of Directors may establish dues and assessments in excess of the maximums established in this Declaration.

12. Rate of Assessments and Dues. Assessments shall be set in accordance with the proportionate special benefit received by each Lot as determined by the Association's Board of Directors. Dues shall be fixed at a uniform rate as to Lots 1, 2, 3, 5, and 7-37, inclusive; a separate uniform rate as to Lots 4, 6, 38-44, inclusive, and Lot 47; and a separate uniform rate as to Lots 45, 46, and 48-57, inclusive. Dues may be abated as to individual Lots, as provided in Section 6, above.

13. Certificate 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 specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and 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 amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent; all voting rights of any lot shall be suspended until such delinquencies are paid in full. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and/or 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 reasonable 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 nonuse of the Common Area or abandonment of his Lot. The mortgagee of any lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. In that event, 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.

15. Subordination of the Lien to Mortgagee. 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.

ARTICLE III.

EASEMENTS

1. A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District, any company which has been granted a franchise to provide telephone and/or cable television system within the Lots, Metropolitan Utilities District, and Sanitary and Improvement District No. 414 of Douglas County, Nebraska, their successors and assigns, to construct and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and 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 strip of land abutting the front, side, and rear boundary lines of all Lots as described in a separate instrument to be recorded against all Walnut Lake Lots.

2. Easements along side lot lines shall be automatically released if the lots adjoining both sides of the side lot line(s)

are under common ownership and one dwelling unit is constructed on all of such lots.

3. The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE IV.

GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only 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 for a term of fifteen (15) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. 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 five (5) years from the date hereof. Thereafter this Declaration may be amended or, after fifteen (15) years, terminated, by an instrument signed by the owners of not less than seventy five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, 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.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provision hereof, which shall remain in full force and effect.

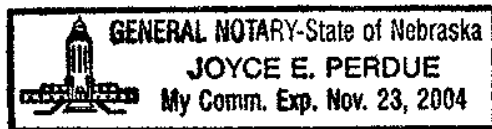
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 20 day of November, ~~1999.~~
2001

PACESETTER HOMES, INC.

By: *Ralph J. Heavrin*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of November, 2001, by Ralph J. Heavrin, President of Pacesetter Homes, Inc., on behalf of Pacesetter Homes, Inc.



Joyce E. Perdue
Notary Public

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