

DATED: AUGUST 31, 1973
FILED: JANUARY 25, 1974

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THIS IS AN EXACT COPY OF THE DECLARATION FILED IN THE MISCELLANEOUS
RECORDS OF DOUGLAS COUNTY, NEBRASKA.
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

This DECLARATION made on the date hereinafter set forth
by

WEDGEWOOD TOWN HOMES, INC., a Nebraska
business corporation with its registered
office in Omaha, Douglas County, Nebraska,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant owns the following described real
property in Douglas County, Nebraska, to-wit:

That part of the Southwest Quarter (SW 1/4) of Section Twenty (20),
in Township Fifteen (15) North, Range Twelve (12), East of the Sixth
(6th) Principal Meridian, in the City of Omaha, more particularly
described as follows: Commencing at the Southwest Quarter of said
Southwest Quarter (SW 1/4); thence North 0°16'50" East (Assumed
Bearing) on the West Line of said Southwest Quarter (SW 1/4), 622.03
feet; thence North 89°31'44" East, 50.00 feet to a point on the
East right-of-way line of 120th Street, said point being the point
of beginning; thence North 0°16'50" East on the East right-of-way
line of 120th Street, (said right-of-way line being 50.00 feet
East of and parallel to the West line of said Southwest Quarter)
1,027.96 feet to a point on the South line of Meadow Lane 2nd Addi-
tion, a subdivision as surveyed, platted and recorded; thence North
89°34'20" East of the South line of said Meadow Lane 2nd Addition
extended, 997.64 feet; thence South 0°0'4" West on the Extended
West line of Block Four (4), Meadow Lane Addition, a subdivision as
surveyed, platted and recorded, 1,027.15 feet; thence South 89°31'
44" West on a line 622.00 feet North of and parallel to the South
line of said Southwest Quarter (SW 1/4), 1,002.67 feet to the point
of beginning,
and

WHEREAS, Declarant desires to develop said property as a
cluster subdivision to be known as Wedgewood Town Homes Addition;
and

WHEREAS, the first phase of development in the cluster
subdivision to be known as Wedgewood Town Homes Addition includes
the following described real property in Douglas County, Nebraska,
to-wit:

That part of the SW-1/4 of Section 20, T15N, R12E of the 6th P.M.,
Douglas County, Nebraska, more particularly described as follows:
Commencing at the SW corner of said SW-1/4; thence N 0° 16' 50" E
(assumed bearing) on the West line of said SW-1/4, a distance of
744.65 feet; thence S 89° 43' 10" E, a distance of 50.00 feet to
a point on the East R.O.W. line of 120th Street, said point being
the POINT OF BEGINNING; thence N 0° 16' 50" E on said East R.O.W.
line, a distance of 906.00 feet to the SW corner of Lot Five (5),
Block Eight (8), Meadow Lane 2nd Addition; thence N 89° 34' 20" E
on the Southerly line of Meadow Lane 2nd Addition, a distance of
411.28 feet; thence S 0° 16' 50" W, a distance of 75.00 feet; thence
S 9° 16' 50" W, a distance of 287.01 feet; thence S 5° 16' 50" W,
a distance of 120.55 feet; thence on a curve to the right (said

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curve having a radius of 218.00 feet, chord bearing S 5° 24' 44" W, chord distance 434.25 feet) an arc distance of 645.80 feet to a point of tangency; thence N 89° 43' 10" W, a distance of 317.00 feet to the POINT OF BEGINNING.

WHEREAS, Declarant desires to develop said property as a cluster subdivision to be known as Wedgewood Town Homes Addition; and

WHEREAS, Declarant desires that the open space, common ground and recreational areas within Wedgewood Town Homes Addition be permanently maintained as originally created; and

WHEREAS, Declarant desires and intends that all lots within the subdivision be subject to conditions, restrictions, covenants and other terms appropriate, convenient or necessary to preserve and promote its private residential character; and

WHEREAS, Declarant desires to provide easements for the use and benefit of owners of property within said subdivision.

NOW, THEREFORE, Declarant does 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 property submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the described property, any part thereof, or any property hereafter annexed hereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a 2/3 majority of the then owners of the lots within the subdivision, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WEDGEWOOD OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, its successors and assigns.

Section 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 a part of the property, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property subject to this Declaration, the first phase of which is described as follows:

Lots 1 through 43 and Out-lots 1 through 8, Wedgewood Town Homes Addition, an addition to

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area in the first phase to be owned by the Association is described as follows:

Lot 33 and Out-lots 1 through 8, Wedgewood Town Homes Addition, an addition to the city of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Section 5. "Lot" (sometimes called "Town Home 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 Declarant intends to construct a Town Home.

Section 6. "Declarant" shall mean and refer to Wedgewood Town Homes, Inc., its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a non-exclusive 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:

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

b) 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 his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c) 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

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agreeing to such dedication or transfer has been recorded.

d) 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.

Section 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.

Section 3. Owners' Easements for Access. Every owner shall have a non-exclusive 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 III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot and every contract purchaser 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.

Section 2. The Association shall have two classes of voting membership.

a) "Resident Members" shall be all Owners with the exception of the Declarant 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.

b) "Declarant Members" shall be the Declarant, its successors and its assigns, provided that said assignment, grant or conveyance to a successor or to an assignee shall denominate said assignee as a successor Declarant as provided by the By-Laws. The Declarant member or its successors shall be entitled to three votes for each Lot owned until three-fourths (3/4) of the Lots within Wedgewood Town Homes addition have been sold. From that point on, the Declarant membership shall cease and the Declarant shall have one vote per Lot in the same manner as "Resident Members".

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner and contract purchaser of a lot within Wedgewood Town Homes Addition by acceptance of a deed therefor or by executing a contract to purchase, whether or not shall be so expressed in such deed or contract, is deemed to have agreed to pay to the Association:

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- a) Regular, annual assessments or charges,
- b) Special assessments for capital improvements, which special assessments shall be established and collected as hereinafter provided, and
- c) Special assessments for insurance on the property.

The regular and special assessments, together with interest, costs, and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the town home lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owners' successors in title unless expressly assumed by them.

Section 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 town homes located within Wedgwood Town Homes Addition; 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.

Section 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 upon which a town home has been constructed, 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 and design of the individual unit. The budget 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.

Section 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 the membership of the Association. 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.

Section 5. Special Assessment for Insurance. In addition to the regular assessments and special assessments authorized above, the Association shall levy special assessments on each town home lot

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for the portion of the insurance premium due with respect to said town home lot as hereinafter provided in Article IX hereto, which special assessment shall be paid each month along with the regular assessments with respect to said town home lot. Special assessments for insurance shall apply only to town home lots upon which the town home has been completed and sold.

Section 6. Date of Commencement of Annual Assessments - Due Dates. The regular annual assessments provided for herein shall commence on the first day of the month following the conveyance of a town home lot. As provided in the By-Laws of the Association, the first regular 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 at least thirty (30) days in advance of 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.

Section 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 nine per cent (9%) per annum. 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 town home.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record. The sale or transfer of any town home lot shall not affect the assessment lien. However, the sale or transfer of any town home lot 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 town home lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 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 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.

Section 10. Recording. The Association, at its option, 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 special assessments. Failure to record the statement of lien or a similar document shall in no way affect the lien created herein.

**ARTICLE V
MAINTENANCE ON TOWN HOMES**

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each 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 shall provide such maintenance 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 garage door openers or any mechanical equipment, air conditioning, condensers and related appliances. In the event of the need for maintenance or repair in cause, the Association shall

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 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 town home within the subdivision for the purpose of performing the maintenance provided by this Article.

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ARTICLE VI

ARCHITECTURAL CONTROL

No town home will be altered, built, constructed or otherwise maintained on any town home lot within Wedgewood Town Homes Addition without an express written approval executed by the Association through its architectural control committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its 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 town home lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such town homes; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, 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 town home lot 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 VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate town home dwellings constructed upon the town home lots by the Declarant or its assigns 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.

Section 2. Destruction by Fire or 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 mechanic's lien on the town home lot owned by the owner so failing to pay, for the amount of such defaulting owner's share of the repair or replacement cost.

Section 3. Maintenance, Use and Alteration.

a) The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.

b) Neither owner adjacent to said party wall shall have the right to add to or detract from the said party wall in any manner whatsoever, it being

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the intention that said party wall shall at all times remain in the same position as when erected.

c) 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.

d) 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.

Section 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 VIII

GENERAL RESTRICTIONS

Section 1. Single Family. No town home lot will be occupied or used for other than single family clustered residential purposes; and no town home 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.

Section 2. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure upon any town home lot without the written consent of the Association.

Section 3. Driveways and Sidewalks. No driveway or sidewalk and no structural element of any approved or permitted single family clustered residence or exterior part thereof will be maintained on any town home lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition.

Section 4. Noxious Activity. No noxious or offensive activity shall be carried on on any town home lot, nor shall any exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse, be maintained above ground level in any town home lot; and no barn, shack, tent, trailer, camper, camper vehicle or other moveable or temporary structure shall be maintained on any town home lot other than for temporary use or uses appropriate, convenient, or 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.

Section 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 town home lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

Section 6. Recreational Equipment. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any town home lot, other than in a location out of public view, 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 town home lot, other than in a location out of public view.

Section 7. Signs. No advertising sign or sign of any kind other than a sign of an area of not more than four hundred (400) square feet advertising such town home lot or town home lots shall be

sign or signs belonging to the Declarant as owner of such town home lot will be maintained on any town home lot.

Section 8. Storage. No excess or unused building material or materials will be kept, stored or otherwise maintained on any town home lot, 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 on any town home lot; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any town home lot, other than in an enclosed structure.

Section 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 town home lot.

Section 10. Commercial Enterprise. 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 town home lot.

Section 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 town home lot 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. Automobiles shall be parked only in designated parking areas.

Section 12. Outbuildings. No outbuilding or other attached structure appurtenant to a town home may be erected on any of the town home lots without the written consent of the Association.

ARTICLE IX

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the property including the structures but excluding the furnishings of individual town homes shall be purchased by and in the name of the Association for the benefit of the Association and the owners of each lot and town home 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.

Section 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.

Section 3. Special Assessment. 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.

Section 4. Additional Insurance. Each owner of a town home may obtain additional insurance at his 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.

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Section 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 X

ACCESS

Section 1. Rights of the Association. The Association shall have the right of access to each town home dwelling 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 town home lots under this Declaration.

Section 2. Access by Utility Companies. Each of Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, and their respective assessors 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, 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 town home lot 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 town home residence and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, 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.

Section 2. Severability. Invalidity 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. 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 town home lot of 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 extend, modify or terminate all or any part or parts of this Declaration other than easements granted to other grantees.

Section 4. Annexation. Additional land within the area described as Wedgewood Town Homes Addition, an addition in Omaha Douglas County, Nebraska, may be annexed by the Declarant or assigns, to the properties without the consent of the Association within five (5) years of the date of this Declaration by executing and recording with the Registrar of Deeds for Douglas County, Nebraska, an express written declaration describing such property and extending to a lot in such property and the conditions and terms of such annexation which only such conditions and terms shall be binding.

tions as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the residential character of Wedgewood Town Homes Addition.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska, this 31st day of August, 1973.

ATTEST:

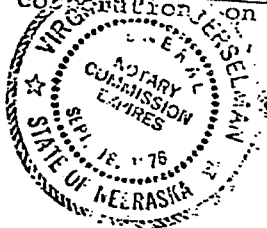
Arnold Stern
Secretary

WEDGEWOOD TOWN HOMES, INC., a
Nebraska corporation

By Thomas H. Fellman
Its President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 31st day of August, 1973 by Thomas H. Fellman, President, of WEDGEWOOD TOWN HOMES, INC., a Nebraska corporation, on behalf of the corporation.



Virginia J. Fellman
Notary Public

APPROVAL AND CONSENT
OF MORTGAGEE

FIRST NATIONAL BANK OF OMAHA, Mortgagee of all or a portion of the premises included in Wedgewood Town Homes Addition, does hereby approve, consent to and join in the above and foregoing Declaration of Covenants, Conditions and Restrictions.

Executed at Omaha, Douglas County, Nebraska this 2 day of October, 1973.

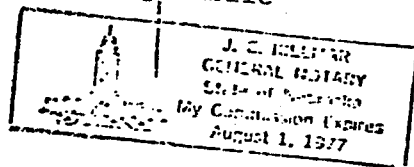
FIRST NATIONAL BANK OF OMAHA

By B. J. P. Allen
Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 1973 by B. J. P. Allen, Vice President, of said First National Bank of Omaha.

[Signature]
Notary Public



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ACCEPTANCE

The undersigned, being thereunto duly empowered, hereby accepts and agrees to the foregoing declaration of covenants, conditions and restrictions.

Dated at Omaha, Douglas County, Nebraska, this 31st day of August, 1973.

ATTEST:

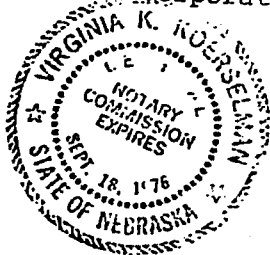
WEDGEWOOD OWNERS' ASSOCIATION, INC.,

James G. Stern
Secretary

By Thomas H. Fellman
Its President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 31st day of August, 1973 by Thomas H. Fellman President of WEDGEWOOD OWNERS' ASSOCIATION, INC., a Nebraska corporation, on behalf of the corporation.



Virginia K. Koerselman
Notary Public

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C. HAROLD OSTLER
DOUGLAS COUNTY, NEBR.

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