

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WEDGEWOOD PHASE IV
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 RON CIZEK CONSTRUCTION, INC., a Nebraska corporation, with its registered office in Omaha, Douglas County, Nebraska, hereinafter referred to as "Declarant".

Declarant does hereby declare that the Declaration of Covenants, Conditions and Restrictions dated August 31, 1973, and recorded on January 25, 1974, in the office of the Register of Deeds of Douglas County, Nebraska in Book 532 of Miscellaneous Records at Page 91, as modified and amended in the Supplementary Declaration of Covenants, Conditions and Restrictions dated November 21, 1977 and recorded on March 16, 1978 in the office of the Register of Deeds of Douglas County, Nebraska in Book 594 of Miscellaneous Records at Page 608, and as further modified by the Second Supplementary Declaration of Covenants, Conditions and Restrictions dated January 12, 1978 and recorded on March 16, 1978 in the office of the Register of Deeds of Douglas County, Nebraska in Book 594 of Miscellaneous Records at 604, as hereafter modified and amended, are incorporated by reference herein and shall apply to the following described property:

Lots 1 through 4, inclusive, and Outlot 5,
Wedgewood Phase IV, an Addition to the City
of Omaha, Douglas County, Nebraska, as
surveyed, platted and recorded.

The property above-described shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions set forth in the Declaration, the Supplementary Declaration and the Second Supplementary Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property above-described and shall be binding on all parties having any right, title or interest in Wedgewood Phase IV, 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 10 years unless by written agreement of the owners of two-thirds of the aggregate land area comprising Wedgewood Phase IV, 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 the conveyance of real estate.

The Supplementary Declaration of Covenants, Conditions and Restrictions dated November 21, 1977 and the Second Supplementary Declaration of Covenants, Conditions and Restrictions dated January 12, 1978 shall be further modified and amended to provide as follows:

Lots 1, 2, 3 and 4, Wedgewood Phase IV, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, shall be used for single-family detached dwelling purposes only. Outlot 5 shall be deeded to the Wedgewood Owners' Association, Inc. for use as "common area" only.

ARTICLE I

Section 3(d) "Property" shall include Lots 1 through 4 inclusive, Wedgewood Phase IV, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Section 4 (c) "Common Area" shall also mean Outlot 5, Wedgewood Phase IV, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

ARTICLE II

Section 4. Owners' Easements for Access. Every Owner of a Lot in Wedgewood Phase IV shall have a non-exclusive right and easement in, over, upon and to those portions of the Common Area designated upon any recorded subdivision map or plat of the Property 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.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot within Wedgewood Phase IV by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- 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 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 5. Special Assessments for Insurance. In addition to the regular assessments and special assessments authorized above, the Association shall levy special assessments on each town home lot for the portion of the insurance premium due with respect to said Lot as hereinafter provided in Article IX hereof, which special assessment shall be paid each month along with the regular assessments charged to each Lot. Special assessments for insurance may be levied only for a Lot upon which the town home or single family dwelling has been completed. Upon written approval by the Association, which approval shall not be withheld unreasonably, the Owner of a Lot within Wedgewood Phase IV may provide his own insurance, in which event this Section shall not apply to that Lot.

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 all services necessary for cleaning and removing ice, mud, snow or other debris or matter from driveways and walkways. Upon written approval by the Association, which approval shall not be withheld unreasonably, any services required by this Article may be waived, in whole or in part, by any Owner by the execution of a written waiver. Exterior maintenance shall not include the painting, repair, replacement and care of mechanical garage door openers or any mechanical equipment including but not limited to, air conditioning, compressors, condensers and similar equipment and appliances. Any maintenance or repairs performed by the Association as a result of the willful or negligent act of the Owner, his family, guests or invitees, shall be borne by the Owner and 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 Wedgewood Phase IV for the purpose of performing the maintenance provided by this Article.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Density. Town home lots in Wedgewood Phase IV shall be occupied and used either for free-standing single family dwellings or for single family clustered residential purposes and no other. This shall be deemed to include duplex dwellings with each living unit occupied by a separate family, provided that the density of population shall at no time be greater than four (4) residential units within Wedgewood Phase IV.

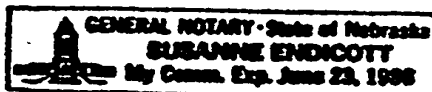
IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions and Restrictions this 4 day of April, 1984.

RON CIZEK CONSTRUCTION, INC.,
a Nebraska corporation

By [Signature]
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4 day of April, 1984, by RONALD J. CIZEK, President of RON CIZEK CONSTRUCTION, INC., a Nebraska corporation, on behalf of the corporation.



Susanne Endicott
Notary Public

