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AMENDED DECLARATION OF WOODGATE

THIS AMENDED DECLARATION is made on October 28, 1975, by the owners as of the date hereof in excess of ninety per cent (90%) of all the lots contained in the following-described real estate, to-wit:

Lots Thirty-Eight (38) through Seventy-Three (73), inclusive, Woodgate, a subdivision, being a replat of Lots Three (3) and Four (4), Glenbrook, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions covering the above-described real estate was executed on May 31, 1974, and filed at Page 289 through Page 302, inclusive, of Book 537 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, said Declaration provides for Amendment of the Declaration by instrument signed by the owners of ninety per cent (90%) or more of the lots; and

WHEREAS, the undersigned are the owners of more than ninety per cent (90%) of the lots subject to said Declaration, and it is the desire of the undersigned to make certain amendments, additions and clarifications to said Declaration;

NOW, THEREFORE, in consideration of the foregoing preambles, the undersigned declare that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of and in addition to the easements, restrictions, covenants and conditions contained in said Declaration to the extent and only to the extent that the same are inconsistent therewith; for clarification purposes, all Articles of the Declaration are re-stated herein, including those portions not amended.

PREAMBLE

All of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to GLENBROOK HOMES ASSOCIATION, a Nebraska non-profit corporation, its successors and assigns, said Association being the identical Association serving Glenbrook, a subdivision in Douglas County, Nebraska.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the owners and/or members of the Association, subject to the limitations and restrictions hereinafter noted. The Common Area to be owned by the Association at the time of the conveyance of the first lot or any part, parcel or portion thereof, is described as follows:

Lots Seventy-One (71) through Seventy-Three (73), inclusive, Woodgate, as surveyed, platted, and recorded, in the SE-1/4 of the SW-1/4 of Section 26, T 16 N, R 12 E of the 6th P.M., Douglas County, Nebraska.

In addition, the Association has leased from Sanitary and Improvement District No. 250 of Douglas County, Nebraska, under a 25-year Lease and Maintenance contract the following-described real property owned by the District to-wit:

Lots A, E and G in Glenbrook, a subdivision in Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or map of the Properties with the exception of the Common Area, whether such plot be identified as a "Master Lot" or otherwise, and "Lot" shall likewise mean and refer to any part, parcel or portion of a platted lot or plot, upon which a dwelling unit is or shall be constructed pursuant to the Planned Unit Development of the Properties, as approved by the Planning Board and concurred in by the Omaha City Council, Document No. 1649, on April 10, 1973, or such modifications thereof as may be hereafter approved by said Planning Board and City Council.

Section 6. "Improved Lot" shall mean and refer to any lot on the Properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least eighty per cent (80%) complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than eighty per cent (80%) complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer collectively to DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership, and

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LEACH & ARNOLD HOMES OF NEBRASKA, INC., a Nebraska corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner and/or member of the Association shall have a right and easement of enjoyment in and to the Common Area and in and to clubhouse, swimming pool and related facilities over which the Association has jurisdiction, located in said Woodgate, a subdivision, which said right and easement of enjoyment 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 of said recreational facilities, and by contract to extend the right to use such recreational facilities to non-members of the Association upon payment of required fees and charges;

(b) the right of individual owners to the exclusive use of parking areas and garages as provided in Article II, Section 3, below;

(c) the right of the Association to suspend the voting rights and 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 60 days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases and ingress and egress requirements in connection therewith, to any public agency or non-profit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner

not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowner's use and reasonable access to the recreational facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(e) the right of the Association to limit the number of guests of Owners on recreational facilities;

(f) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder;

(g) the right of members of the Association who are not owners of the Properties to also use and enjoy said Common Area and the recreational facilities constructed thereon.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any other right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, guests, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant will convey fee simple title to the Common Area described in Section 4, of Article I above, to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions then of record, and also subject to the right of the Association to permanently assign, by exclusive permanent easement, parking and garage areas in the Common Area, to such lots as it deems necessary in its sole discretion, together with the right of ingress and egress to and from said areas.

ARTICLE III

MEMBERSHIP

Every Owner as defined in Article I, Section 2, under this Declaration shall be a member of the Association. No Owner shall have more memberships than the number of lots owned by such Owner. Memberships shall be appurtenant to and may not be separated from ownership of the lots. Ownership of a lot or lots shall be the sole qualification for membership. Membership in the Association shall also include the owners of lots in any subdivision, as surveyed, platted and recorded, other than Woodgate, over which the Association shall have, or be given jurisdiction by Declarant.

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ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A 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.

Class B. The Class B member(s) shall be the Declarant and each Declarant shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1980.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within said Woodgate, a subdivision, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association on said lots in Woodgate, a subdivision, shall be used for the following purposes:

(a) To promote the recreation, health, safety, and welfare of the residents in the Properties.

(b) For the improvement, maintenance and insurance of the Common Area and recreational facilities situated thereon or any other recreational facilities made available by the Association for the use and enjoyment of its members, and the payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) For the maintenance of the lots comprising the Properties, the exterior of the dwelling units situated thereon or other structures used in connection therewith, as more particularly defined and limited in Section 3, below, of this Article V.

(d) For maintenance and repair, including snow removal, on all non-dedicated vehicular trafficways and pedestrian walkways; and for maintenance of street signs on same; and for maintenance and repair of all street lights or other lights in said Common Area and non-dedicated pedestrian and vehicular trafficways or easements; and for removal of garbage and trash.

Section 3. Exterior Maintenance.

(a) In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass or screen surfaces, patios, plazas, or garden areas within patio or plaza walls, or air conditioning compressors, or any work covered under Article X (B).

(b) The Association shall be responsible for the maintenance and repair of all master water, gas and sewer lines in non-dedicated vehicular trafficways and all service lines for water, gas and sanitary sewer service to the dwelling units which normally devolves upon the owners of the lots under the rules and regulations of the Metropolitan Utilities District or otherwise.

(c) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 4. (a) Regular Annual 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

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for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the Properties which, considering the revenue derived from Regular Annual Assessments on Unimproved Lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon Improved Lots and Common Area used only by Improved Lots, as opposed to Unimproved Lots, the Regular Assessment for each Unimproved Lot will be equal to twenty-five percent (25%) of the regular assessment due for each Improved Lot. The Budget and 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.

(b) Maximum Regular Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be Twenty-Nine Dollars (\$29.00) per Lot per month. From and after January 1, 1975, the annual assessment may be increased by not more than the greater of either (1) 5%, or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership. From and after January 1, 1975, the annual assessment may be increased above said percentage by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Assessments for Capital Improvements. 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 of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and of the clubhouse, swimming pool and related facilities over which the Association has jurisdiction, located in said Woodgate, a subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Unimproved lots shall be assessed 25 percent of the amount assessed against improved lots under this section.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The regular annual assessments provided for herein shall commence as to all Unimproved Lots on the first day of the month following the conveyance of the Common Area. The regular annual assessments provided herein as to all Improved Lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least eighty per cent (80%) completed according to the plans and specifications for construction of said dwelling. As provided in the By-Laws, 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 each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the due date at the rate of 6 per cent (6%) 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 property in proceedings in the nature of a mechanics lien foreclosure. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. The mortgagee of the subject property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure to the mortgagee.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority; and
- (b) the Common Area.

ARTICLE VI

PARTY WALLS

Section 1. Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on lots, which reciprocal easements shall be for mutual support and shall be governed by this Declaration and more particularly the succeeding sections of this Article. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

Section 2. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with 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 Owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Association, acting through its Board of Directors, shall arbitrate such dispute. Three directors appointed by the President, none of whom shall be a party to the dispute, shall act as a Board of Arbitration, and the decision shall be by a majority vote of the Board of Arbitration after an arbitration proceeding. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within twenty (20) days after notice by one party to the other party and to the Association that a dispute exists.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, landscaping or other structure or improvement, including but not limited to, playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees, shrubs, shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, heights, materials, color of paint, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

The Board, or its designated committee, shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Board or committee's option, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Board or committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this declaration.

The Board or committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Board or committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Board or its said committee shall be final.

Neither the undersigned nor any architect or agent of the undersigned nor any member of the Board or its said committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Board or its said committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Board or its said committee shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VIII

USE RESTRICTIONS

A. The use of the Common Area shall be subject to the restrictions set forth in Article II, Section 1, and to those restrictions hereinafter set forth.

B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

C. No Owner shall place any structure whatsoever upon the Common Area, except and unless Owner shall have first obtained a permanent easement therefor from the Association, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members, except in accordance with and pursuant to the terms, conditions and purposes of said permanent easement.

D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

E. No use shall ever be made of the Common Area which will deny ingress or egress to those Owners having access to lots only over the Common Area and the right of ingress and egress to said lots is hereby expressly granted.

F. The Properties are hereby restricted to residential dwellings for residential use and structures and uses related to the convenience and enjoyment of such residential use, including but not limited to park and recreational facilities, such as tennis courts and swimming pools, together with schools and churches.

G. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. Included within such regulations, but not by way of limitation thereof, shall be a prohibition against dogs, cats, and other household animals being allowed to run at large within the Properties and Common Area, and a requirement that same at all times be on a leash or other immediate control of their owner. It shall be the duty of the Association to keep the common property free from litter and feces caused by and left by pets. The owners of any pets known to be at large shall be properly assessed by the Association for the cleanup expenses incurred.

H. 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 for not more than two dogs shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Board or its said Committee.

I. No advertising signs (except one not more than five square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the Property. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

J. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and patio enclosures, including, but not limited to the landscaping, parking areas, non-dedicated trafficways, pedestrian walkways, recreational facilities, roofs, common elements and exteriors of the buildings located upon the above-described Properties, except windows of buildings on individual Lots, and shall maintain and otherwise manage and be responsible for the garbage, trash and rubbish removal from all areas within the above-described property.

K. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, except as may be approved, in writing, by the Board of Directors of the Association.

L. Automobile parking will be subject to regulation and restriction by the Association.

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

N. No repair of automobiles will be permitted outside of garages on any Lot at any time; nor will any vehicle offensive to the neighborhood be visibly stored, parked, or abandoned in the neighborhood. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations.

O. No boat, camping trailer, snowmobile, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

P. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any Lot at any time.

Q. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling. No garden, lawn or

maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time.

R. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for a builder of said buildings, upon receipt of prior written permission from the Association, to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

S. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

ARTICLE IX

EASEMENTS AND LICENSES

A. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot and to enter into or upon any dwelling or structure located on any Lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described, and in order to perform all of the exterior maintenance and repair work hereinabove specified in Section 3 of Article V.

B. Every Owner of a Lot shall have a license and right, as a pedestrian only, for ingress and egress purposes to go on, upon, across, or over any Lot within the Properties, except and excluding all such portions of said Lots upon which buildings of any type have been constructed or upon which any type of landscaping improvements other than sodding have been installed; said license and right, for ingress and egress purposes, shall include, however, all outside stairways constructed upon any Lot for the sole purpose of providing ingress and egress to and from a dwelling unit located upon an abutting Lot.

C. The Association and the Declarant, as long as he is a Class B member, reserve the right to grant such further easements and licenses under, upon or over said Lots as may be necessary or required by utility companies or by any sanitary and improvement district furnishing gas, water, telephone, electrical and television or other utility services, or paved driveways and roadways to said Properties or the Common Area above described.

D. There shall exist over, under, upon and across the Common Area easements for all utility services, including but not

limited to, paved driveways, water, sewer, gas, electricity and telephone as the same may be originally installed or relocated. An easement for utility purposes as set forth above with respect to the Common Area shall also exist over, under and across each lot for the utilities and paved driveways to such extent, if any, as same may be installed.

E. An easement shall exist over and across any Lot by reason of the encroachment of any improvements thereon which have been constructed upon an adjacent Lot, whether as originally constructed or rebuilt following any destruction. A similar easement shall exist in favor of any Lot for the encroachment of the improvements constructed thereon which improvements encroach upon the Common Area, whether by reason of original construction or reconstruction.

F. Declarant's Easements. Anything to the contrary herein notwithstanding, Declarant, as long as he is a Class "B" member, hereby reserves an easement and right-of-way over all Common Area, and over all Lots not conveyed for its sole use for the purpose of constructing improvements, utilities and other matters including the right to erect temporary buildings to store any and all materials.

ARTICLE X

COVENANTS FOR INSURANCE, REPAIR AND EXTERIOR LIGHTS

The Owner of each Lot is hereby deemed to covenant and agree as follows:

A. To keep the buildings on said Lot insured in a company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty percent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.

B. If a building on any lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

C. To pay for the electricity for one exterior light fixture operated by a photo-electric cell designed and installed by the builder either on the exterior of the dwelling unit to be constructed on said Lot, or on a pole installed on said Lot or on the adjacent Common Area, and, if constructed on a pole said light shall be supplied with current from an underground conductor. Said exterior light shall be maintained by the Association. The electrical energy necessary to operate said light shall be metered through the regular electric meter installed in said dwelling unit.

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, easements, liens and charges now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

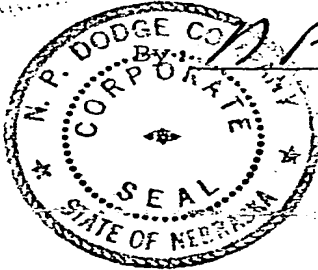
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the lots. Any amendment must be recorded. Provided, however, that the Association shall 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 of any covenant or easement granted to the Association.

Section 4. Annexation. Until January 1, 1985, additional real estate, not to exceed an additional fifty acres, which is a part of or contiguous to the original platting of Glenbrook, a subdivision in Douglas County, Nebraska, may be annexed to the Properties by written instrument duly recorded which shows the consent of: (1) the owner(s) of the real estate being annexed, and (2) Glenbrook Homes Association through its President (no vote of the membership being necessary). Provided, however, that annexation of any part of Woodgate, a subdivision in Douglas County, Nebraska, may be made without regard to the 50-acre limitation, and shall not be counted in determining said maximum.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior

approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXECUTED the day and year first-above written.

<u>Legal Description of Lots Owned: (All in Woodgate)</u>	<u>Number of Lots (building plots) as defined in Declaration</u>	<u>Signature of Owners</u>
Lots 38 through 60, both inclusive.	85)	DODGE INVESTMENTS, LTD. 7204
Lots 65 through 70, both inclusive.	23)	By: N. P. Dodge Company, General Partner
))	 <i>N. P. Dodge</i> _____ President
Lot 61	4)	
Lot 62, except that part deeded to Harry R. Walker II, as recorded in Deed Book 1505, Page 387)) 3)	DOUGLAS COUNTY BANK AND TRUST COMPANY By: <i>Charlie J. ...</i> _____ President
Lot 63, except that part deeded to Charlie Jim Jones, et al., as recorded in Deed Book 1506, Page 635)) 2)	
Lot 64, except that part deeded to Michael P. May, et al., as recorded in Deed Book 1507, Page 369, and except that part deeded to N. Richard Burdic as recorded in Deed Book 1530, Page 323)))) 1)	
Total lots listed above	= 118	
Divided by	= 96.72%	
Total lots in Properties (Except in Common Area)	= 122	

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On the day and year first-above written, before me, the undersigned, a Notary Public in and for said County, personally came N. P. DODGE, President of N. P. Dodge Company, a Nebraska corporation, which corporation is the general partner of the Limited Partnership noted above, to me personally known to be the President and the identical person whose name is affixed to the above Amended Declaration, and acknowledged the execution thereof to be his voluntary

