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DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, made this ^{21st} day of August, 1975, by G. D. G. Investment Company, a Nebraska corporation (hereinafter referred to as "Declarant"), shall apply to and affect the real estate legally described as Lots 1 through 7, inclusive, Woodhurst, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, ("The Properties");

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that real property legally described as Lots 1 through 7, inclusive, Woodhurst, a Subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this end, desires to subject The Properties to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated THE WOODHURST HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Nebraska as a non-profit corporation, the purpose of which shall be to exercise the functions aforesaid;

NOW, THEREFORE, Declarant declares that The Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the committee appointed by the Board of Directors of THE WOODHURST HOMEOWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to THE WOODHURST HOMEOWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, its successors and assigns.

Section 3. "Common Properties" shall mean and refer to those areas of land listed in Exhibit "A", attached hereto and by this reference incorporated herein which areas are intended to be devoted to the exclusive common use and enjoyment of the Owners of The Properties.

Section 4. "Declarant" shall mean and refer to G. D. G. Investment Company, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded subdivision map or plat of The Properties, upon which a Living Unit shall, or is proposed to be built, with the exception of the "Common Properties", as heretofore defined. The Lots subject to this Declaration are shown and described on Exhibit "B" attached hereto and by this reference incorporated herein. Any Supplemental Declaration hereinafter filed shall similarly reflect those Lots thereunder subjected to this Declaration.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, including contract sellers, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

Section 10. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provisions of Article II hereof which shall subject additional real estate to this Declaration.

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ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Properties shall be held, transferred, sold, conveyed and occupied subject hereto. Declarant shall also have the right at any time within ten (10) years from the filing of this Declaration, to add, annex and subject additional land within the Southwest 1/4 of Section 30, Township 16 North, Range 13 East of the 6th P.M., in Douglas County, Nebraska, to this Declaration by filing, in the Office of the Register of Deeds of Douglas County, a written instrument, duly executed and acknowledged by Declarant, to the effect that such additional land is being subjected hereto. Thereafter, the addition or annexation of additional land to be subject hereto shall require a written instrument signed by two thirds (2/3) of each class membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof at the date of the filing of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 including the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant, as heretofore defined. The Class B Member(s) shall be entitled to cast a total of Ninety-five (95) votes independent of any votes Declarant might have under the Class A membership; Provided that the Class B membership shall cease on the happening of any one of the following events, whichever shall first occur:

(a) When the total votes outstanding in the Class A membership, excluding those being exercised by Declarant, shall equal or exceed Ninety-five (95) votes; or

(b) On August 31, 1985; or

(c) Upon the filing with the Association of the written declaration of the Class B Member(s) that the Class B membership is terminated.

Section 3. Assignment of Membership. Class A membership shall be appurtenant to and may not be separated from ownership of any Lot, as heretofore defined. Ownership of such a Lot, as set forth in Section 1, shall be the sole qualification for Class A membership. Declarant may not assign Class B membership to anyone other than a person or entity who qualifies as a "Declarant" under the definition heretofore set forth. Assignment of Class B membership may be in whole or in part and shall be in writing duly recorded in the minute book of the Association. Such assignment shall set forth whether the assignment is of all or a part of such Class B membership, and, if a part, shall reflect the number of the total Class B votes that may be exercised by said assignee.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Declarant agrees to convey fee simple title to the Common Properties to the Association free and clear of all liens, claims and encumbrances, subject to easements, restrictions and covenants of record, prior to the conveyance of any Lot described in Exhibit "B" to another Owner. Thereafter, upon the filing of any Supplemental Declaration subjecting any additional real estate to this Declaration as an added part of the Common Properties, Declarant agrees to convey said real estate to the Association free and clear of all liens, claims and encumbrances, subject to easements, restrictions and covenants then of record.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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A. The right of the Association, as provided in its By-Laws, to suspend the voting rights and right to use of recreational facilities by a Member for any period during which any assessment remains unpaid and, for any period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

B. 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 and to limit the number of guests of Members; and

C. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; Provided that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast a majority of the votes of the Association has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

D. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities and, in aid thereof, to mortgage said Common Properties; provided the rights of such mortgagee in said Common Properties shall be subordinate to the rights of the Owners hereunder; and

E. The right of the Association, through its Board of Directors, to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of the Common Properties for the welfare and common good of all Owners within The Properties.

Section 4. Delegation of Rights. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to his tenants or contract purchasers who reside on the property.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, according to terms of this Article, and when so required by the terms of this Article, for each Lot owned within The Properties, hereby covenants, and each Owner of any Lot, except those exempt under Section 10 of this Article, upon acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any

such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association any special assessments and annual assessments or charges, together with interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, cost of collection 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and recreation of the residents of The Properties and, in particular, annual assessments shall be used for: the maintenance, repair and replacement of the Common Properties; providing snow removal, care and maintenance of lawn and landscaping upon the Lots and Common Properties; providing insurance coverages upon the Lots and Common Properties as herein set forth; and providing for the recreational needs of the residents of The Properties. Annual assessments are not intended to be used for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements, nor for the construction, replacement or major repair of capital improvements upon the Common Properties.

Section 3. Maximum Annual Assessment. Until January 1, 1976, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot, subject to adjustment as hereinafter set forth:

A. Each calendar (assessment) year, commencing with 1976, the maximum annual assessment which may be levied by the Association shall automatically increase ten percent (10%) above the previous year's maximum annual assessment limitation.

B. In the event that the Association desires to establish an annual assessment in excess of the maximum allowable for any given calendar year such annual assessment amount may be levied only upon a favorable vote of the membership, as hereinafter set forth.

The Board of Directors of the Association shall determine and levy the annual assessment at an amount not in excess of the maximum annual assessment amount effective for the assessment year and may, at any time during the assessment year, amend the budget and assessment levy within the maximum assessment amount.

Section 4. 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, recon-

struction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto; Provided that any such assessment shall have the assent of a majority of the votes of a quorum of each class of membership of the Association cast in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3B or 4 shall be sent to all Members not less than thirty (30) days nor more than fifty (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 the 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 fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments shall be fixed at a uniform rate as to all Lots in The Properties, except those exempt under Section 10 of this Article. Annual assessments shall be fixed at a uniform rate for all Lots owned by Class A Members and all Lots owned by the Class B Member(s) which are subject to annual assessments, as hereinafter provided. In lieu of an annual assessment to be paid by the Class B Member(s) upon its Lots, as such Lots are exempted under the provisions of Section 7, below, the Declarant shall, prior to the conveyance of the first Lot to an Owner, enter into a maintenance agreement with the Association whereby any costs of maintenance and of the other functions of the Association shall be paid by Declarant in consideration of which Declarant shall receive all sums collected by the Association as annual assessments from those Lots subject to said annual assessments. This maintenance agreement shall remain effective until such time as the Class B membership is terminated, at which time the maintenance agreement shall terminate and the Association shall pay for performance of its own such duties and functions. Further, from and after the date of termination of the Class B membership, the Lots owned by Declarant shall be subject to assessment at a uniform rate with all other Lots; Provided, that as to any Lot or Lots owned by Declarant, but upon which no Living Unit is constructed, from and after the date of termination of the Class B membership, such Lot or Lots shall be subject to annual assessment at the rate of one-fifth (1/5) of the annual assessment levied upon Lots owned by Class A Members until the first day of the first month following completion of a Living Unit upon each such Lot.

Section 7. Exemption for Declarant; Date of Commencement of Annual Assessments; Budget; Due Dates. As to Lots owned by Declarant, no annual assessment shall be levied or collected thereupon, except as hereinafter set forth. During the time that there is a Class B membership, no Lot owned by Declarant shall be subject to annual assessment until the first day of the first month following the completion of a Living Unit upon said Lot. "Completion of a Living Unit"

struction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto; Provided that any such assessment shall have the assent of a majority of the votes of a quorum of each class of membership of the Association cast in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3B or 4 shall be sent to all Members not less than thirty (30) days nor more than fifty (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 the 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 fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments shall be fixed at a uniform rate as to all Lots in The Properties, except those exempt under Section 10 of this Article. Annual assessments shall be fixed at a uniform rate for all Lots owned by Class A Members and all Lots owned by the Class B Member(s) which are subject to annual assessments, as hereinafter provided. In lieu of an annual assessment to be paid by the Class B Member(s) upon its Lots, as such Lots are exempted under the provisions of Section 7, below, the Declarant shall, prior to the conveyance of the first Lot to an Owner, enter into a maintenance agreement with the Association whereby any costs of maintenance and of the other functions of the Association shall be paid by Declarant in consideration of which Declarant shall receive all sums collected by the Association as annual assessments from those Lots subject to said annual assessments. This maintenance agreement shall remain effective until such time as the Class B membership is terminated, at which time the maintenance agreement shall terminate and the Association shall pay for performance of its own such duties and functions. Further, from and after the date of termination of the Class B membership, the Lots owned by Declarant shall be subject to assessment at a uniform rate with all other Lots; Provided, that as to any Lot or Lots owned by Declarant, but upon which no Living Unit is constructed, from and after the date of termination of the Class B membership, such Lot or Lots shall be subject to annual assessment at the rate of one-fifth (1/5) of the annual assessment levied upon Lots owned by Class A Members until the first day of the first month following completion of a Living Unit upon each such Lot.

Section 7. Exemption for Declarant; Date of Commencement of Annual Assessments; Budget; Due Dates. As to Lots owned by Declarant, no annual assessment shall be levied or collected thereupon, except as hereinafter set forth. During the time that there is a Class B membership, no Lot owned by Declarant shall be subject to annual assessment until the first day of the first month following the completion of a Living Unit upon said Lot. "Completion of a Living Unit"

shall be considered, for purposes of this Declaration, to have occurred only upon the actual residential occupancy of the Living Unit, whether by a tenant of or purchaser from Declarant. The annual assessments, as to any Lot owned by Declarant not previously subject to annual assessments at the date of termination of the Class B membership, shall commence upon the first day of the first month following the termination of said Class B membership. In either event, the first annual assessment shall be pro-rated according to the number of months remaining in the assessment (calendar) year.

The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray the expenses of the Association in the coming calendar (fiscal) year and provide funds for reserves as herein set forth. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of the same to Owners shall not apply to any budgeting for any period prior to January 1, 1980.

The Board of Directors shall fix the amount of the annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least thirty (30) days prior to the due date of said assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board.

Upon payment of a reasonable fee, not to exceed Seventy-Five Dollars (\$75.00), and upon the written request of any Owner, prospective purchaser or of any mortgagee of a Lot, the Board of Directors shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject Lot, the amount of the current periodic assessment and the date that such assessment becomes due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

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Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment, or any installment thereof, is not paid on the date when due (being the date specified by the Board of Directors pursuant to Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Any delinquent assessment or installment thereof not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. In the event the unpaid assessment is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

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 now or hereafter placed upon any Lot subject to assessment; Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. The lien of such assessment shall be extinguished to the extent the excess sale proceeds, after deduction of sale and court costs and expenses and satisfaction of prior liens, shall not be sufficient to satisfy the assessment lien. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall it relieve the personal liability of the prior Owner for any deficiency in the payment of assessments due prior to such sale or transfer.

Section 10. Lots Exempt from Assessments. Other than Lots exempt under the provisions of Section 6 and 7 of this Article, all Lots shall be subject to a uniform annual assessment except for Lots owned by or conveyed to, and accepted by, any political subdivision of the Federal, State or any local governments, and Lots owned by or conveyed to, and accepted by, the Association. Such Lots shall be exempt from assessment from and after the date of filing of any such conveyance with the Register of Deeds of Douglas County, Nebraska, and until the Lot is thereafter conveyed to a party or entity not qualifying for exemption under this Section. Such Lots shall also be exempt from special assessments.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. 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 thereof in proportion to said use.

Section 3. 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 the same and if another Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof as in Section 2 hereof, without prejudice, however, to the right of any Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. 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 5. 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The expenses incurred by a party in the preparation and presentation of his case shall be borne by that party. Costs of the arbitration proceeding shall be divided equally between the parties. The procedure for selection of arbitrators and the hearing of issues in dispute shall be governed by rules and regulations enacted by the Board of Directors, or, in the absence of rules and regulations as to such procedure, the Board of Directors itself shall arbitrate the issues.

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ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the Association shall appoint three (3) or more persons to serve as an Architectural Control Committee (the "Committee"). The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event, a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee. No structures, whether residences, accessory buildings, tennis courts, swimming pools, antennae (on a structure or on a Lot), flag poles, fences, walls, house numbers, or any other such improvements, shall be constructed or maintained upon any Lot, unless complete plans, specifications, and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee. The Committee shall have such other powers and duties as set forth in this Declaration, the By-Laws of the Association and as delegated by the Board of Directors

Section 3. Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with, except that this automatic approval provision shall not be deemed applicable to the affirmative approval requirements of Section 4, below. A majority vote of the Committee members is required for approval of proposed improvements.

Section 4. Guidelines and Restrictions. All exterior painting will be of an earthy color and any repainting or changing of color or repainting of any Living Unit shall be consistent with those attached and shall have the prior affirmative consent of the Architectural Control Committee. All fences are to be left natural wood color or painted to blend in with the house exterior. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within The Properties conform to and harmonize with existing surroundings and structures.

Section 5. Records. The Committee shall maintain written records of all applications submitted to it, the dates submitted, and of all action it takes in reference thereto and the dates such action is taken.

Section 6. Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within The Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE VIII

EXTERIOR MAINTENANCE AND RESERVES

Section 1. Maintenance By Association. The Association shall provide maintenance and repair of all exterior surfaces of any structure, walk, drive or other improvement upon the Lots and maintenance of the lawns and landscaping upon the Lots. Minor items of repair and ordinary maintenance (for example: mowing lawn areas; fertilizing and treating lawns, shrubs and trees; repair of minor paint damage on Living Units, etc.) shall be performed by the Association through the funds provided by annual assessments. Repair or replacement of window screens, glass or doors, appliances or equipment, plumbing or utility services, shall be the responsibility of the Owner of the Lot. The costs of such major exterior maintenance and repair will be charged, on a pro-rata basis, to the Owners benefited thereby as a part of the annual assessment. The Association may also establish a reasonable reserve assessment for the purposes aforesaid and such reserves shall be funded by addition of the pro-rata share of said reserve to each Owner's maintenance and reserve assessment. As to assessments for such maintenance and/or reserve, the annual assessment limitations shall not apply. The Class B Members have agreed that such additional maintenance duties of the Association shall be a part of the maintenance agreement between Declarant and the Association and the duties imposed and considerations received under said agreement shall apply to the foregoing maintenance and reserve assessment; Provided that, as to any amount established for reserves, Declarant shall be entitled to reject such duties if it considers the reserves inadequate.

Section 2. Access at Reasonable Hours. For the purpose of performing the maintenance referred to in this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

Section 3. Reserves. The reserves established and collected shall be accounted for by the Association individually as to each Living Unit. Although the Association shall be entitled to deposit the reserve assessments collected in a trust account at a federally insured bank or savings and loan association and may commingle reserve amounts allocable to all Living

Units in said account, each reserve balance shall be held in trust for the use and benefit of the Lot and Living Unit against which the same was assessed and shall be drawn upon and used by the Association only for the purposes herein set forth for the maintenance, repair and replacement as to such Living Unit. No Owner shall be entitled to withdraw any part of the balance allocable to his Lot and Living Unit. Interest earned upon the reserve trust account shall be allocated among the various reserve balances in proportion to the average daily balance of each reserve in relation to all others during the interest earning period.

Section 4. Collection. The maintenance and reserve assessment shall be due and payable and shall be collected as determined by the Association and the Association shall have all of the rights and powers in such collection as given in relation to annual and/or special assessments.

ARTICLE IX

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon Lot and Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Owner of a Lot or of the Common Properties:

A. No garbage, refuse, rubbish, or cuttings shall be deposited on any Street, Road, or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

B. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinbefore provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

C. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a Street, Road or Common Properties; Provided that the Board may adopt and publish rules and regulations permitting reasonable exceptions to this restriction and the Committee shall have the power to grant specific exemptions hereto.

D. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

E. No animals or poultry shall be kept on any residential lands within The Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a Lot and which are approved by the Architectural Control Committee shall be allowed in The Properties.

F. No used or previously erected or temporary house, structure or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot within The Properties, except during construction.

G. Boats, trailers, trucks, campers or commercial vehicles shall be parked and maintained only in areas within The Properties as designated by the Architectural Control Committee; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in The Properties, nor shall this restriction restrict trucks or commercial vehicles within The Properties which are necessary for the construction of residential dwellings or maintenance of the Common Properties.

ARTICLE X

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

Section 1. Coverage. The Association shall obtain and maintain in effect, for each Living Unit within The Properties subject to assessment, as Trustee for the use and benefit of the Owner (or contract purchaser) thereof and the mortgagees thereof, as their interests may appear, and for improvements upon the Common Properties, one or more policies of insurance against the perils of fire, lightning, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by any such peril, without deduction for depreciation. Such coverage shall not include "contents coverage", which insurance shall be the responsibility of each Owner. The Association shall obtain and maintain in effect public liability insurance in such limits as determined by the Board of Administrators, but in no event less than 500,000/1,000,000/100,000 covering the Common Properties and Lots with the Association, Board, its employees and agents and the Owners as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined by the Board.

Section 2. Additional Provisions. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured. Liability coverage shall contain coverage of cross liability claims of one insured against another. Each physical damage policy shall contain standard mortgagee clauses in favor of each mortgagee of a Lot which shall provide that proceeds shall be payable to such mortgagee as its interests may appear, subject, however, to payment provisions in favor of the Board of Directors as hereinafter set forth. All said policies shall provide that adjustment of loss shall be made by the Board of Directors. Said physical damage

policies shall further provide that coverage may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all first mortgagees of Lots. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Lots at least ten (10) days prior to expiration of then current policies.

Section 3. Valuation and Coverage Amount. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a casualty company or otherwise of the full replacement value of each Living Unit, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Article. Notice of the valuation shall be sent to each Owner, contract purchaser and mortgagee no less than fifteen (15) days prior to the expiration of the then current policy, said notice to reflect the current coverage and proposed increase or decrease thereof together with notice that increased coverage may be obtained by any of said parties by request to the Board of Directors and payment of the increased premium allocable to the requested increase in coverage.

Section 4. Use of Proceeds. The Board of Directors shall, within ten (10) days from the occurrence of the damage, consult with the Owner, contract purchaser and mortgagee upon any Living Unit damaged by insured casualty and, unless all such parties agree to the contrary, the damage shall be repaired or Living Unit shall be reconstructed. The Board of Directors shall contract for such repair or reconstruction as agent for the Owner in such repair or reconstruction and the Association, through its Board of Directors, is hereby irrevocably appointed the lawful attorney in fact for such Owner in the contracting for and supervision of such repair or reconstruction. The Board shall be entitled to expend such amounts of the insurance proceeds, and reserve assessment balances, as may be necessary to complete the same. In the event that the Board shall determine that the insurance proceeds shall be insufficient to repair or reconstruct the damaged property, the Board shall be entitled to require the Owner or contract purchaser to arrange sufficient financing or escrow deposit to cover the projected deficiency. In the event of failure of the Owner or contract purchaser to make such arrangements, the Board may proceed with repair or reconstruction and assess the deficiency against the Lot as a maintenance assessment under Article VIII hereof. Unless such assessment shall have the prior approval and agreement to subordinate of the mortgagee, the lien thereof shall be subordinate to the mortgage lien.

In the event of agreement of the Owner, contract purchaser and mortgagee not to repair or reconstruct, or in the event of excess insurance proceeds remaining after repair or reconstruction, the proceeds remaining shall be paid to the Owner, contract purchaser and mortgagee jointly.

In any event, the Board of Directors or insurance trustee shall be entitled to use such proceeds to fulfill the obligation of the Owner under Article VI hereof prior to any distribution thereof, whether for repair or reconstruction or in distribution of the proceeds or the excess amount thereof, as herein set forth.

Living Units shall be repaired or reconstructed in substantial conformity to their original construction unless otherwise agreed by the Owner, contract purchaser and mortgagee and approved by the Architectural Control Committee.

The Board of Directors shall be entitled to make immediate emergency repairs to preserve the damaged property and to deduct the cost thereof from the insurance proceeds, the reserve assessment balance or to levy a maintenance assessment for such amount, as it shall determine.

Section 5. Liability of Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage obtained, the settlement of the insurance claim nor the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

ARTICLE XI

EASEMENTS

The Properties are, and shall perpetually be, unless any thereof is terminated, subject to all and each of the following easements for common use, construction, maintenance, support, repair, recreational and other access, private and public sewer and utility line construction and services and roadway easements.

Section 1. Utility Easement. Declarant hereby grants to each of the Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, Sanitary and Improvement District Number 269 of Douglas County, Nebraska, and their respective assigns and successors, an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon the Common Properties, and each Lot, as confined to noninterference with any driveway, sidewalk or structural element of any approved or permitted Living Unit on any Lot. Each such Grantee, by acceptance or use of this easement right, shall be deemed to agree to restore the surface of the soil excavated for any purposes hereunder to the original contour thereof as near as may be possible and to repair or replace the surface of any lawns, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be possible to their original condition. Such restoration, repair or replacement shall be performed as soon as may be reasonably possible to do so.

The easement as to any of the Common Properties shall be determined and granted by the Association in the manner set forth in the By-Laws, as from time to time amended.

Section 2. Roadway Easement. Declarant hereby reserves and grants to itself, and to the Association and Sanitary and Improvement District No. 269 of Douglas County, Nebraska, their successors and assigns, an easement for the construction, maintenance, repair and reconstruction, for purposes of building, constructing and otherwise maintaining any existing private roadway upon, over and under each Lot and the Common Properties, together with rights of access, ingress and egress thereto. In no event shall such easement interfere with the structural elements of any approved Living Unit upon The Properties. Declarant hereby reserves and grants for itself and each of the Association, each Owner, contract purchaser and lessee (while in possession of any Living Unit in The Properties) their families, guests, employees, agents and invitees, an easement for access, ingress, egress, use and enjoyment upon and over each such roadway as the same now or hereafter shall exist, for vehicular said pedestrian traffic to and from each Lot, the Common Properties and as to Declarant, its successors, grantees and assigns, that real estate described on Exhibit "C" attached hereto and by this reference made a part hereof.

Section 3. Construction and Maintenance Easement. Declarant hereby reserves and grants, for itself, its successors and assigns, and to each Owner and contract purchaser of a Lot a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining any approved or permitted balconies, gates, patios, roofs, walls, or other structural elements of a Living Unit thereon to encroach or project not more than ten (10) feet in, over, or upon any part of the Common Properties abutting such Lot; and for purposes of building, constructing, and otherwise maintaining all approved or permitted common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of a Living Unit thereon to be shared jointly as structural elements of any one or more Living Units on adjoining Lots or to encroach or project not more than five (5) feet in, over, or upon any part of any abutting Lot.

Section 4. Support and Encroachment Easement. If any portion of a Living Unit encroaches upon the Common Properties or not exceeding five (5) feet over and upon an adjoining Lot, a valid easement shall and does exist on the surface and below such surface of said adjoining Lot or the Common Properties for maintenance and support of said structure so long as it stands. The easement established hereunder and under Section 3 should be construed in light of the structural integration of Living Units upon the various adjoining Lots.

Section 5. Easement and Use and Enjoyment. Declarant hereby reserves and grants, for itself, its successors and assigns, and to each Owner, contract purchaser and lessee (while in possession of a Living Unit upon The Properties), their families, guests, employees, agents and invitees, an easement for access, ingress, egress, use and enjoyment upon and over the

Lot of each other Owner, said easement as to each Lot including all lawn area except for that portion of the Lot upon which the Living Unit and any other approved improvements are situated and except for the lawn area upon the Lot within five (5) feet from the nearest projection of any Living Unit or other approved improvement situated thereupon. This easement for use and enjoyment shall be limited in its exercise to those hours of the day, on any given day, from sunrise in the morning to two (2) hours after sunset in the evening of that day.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions, signed by the then Owners of two-thirds (2/3) of the Lots, has been recorded prior to the commencement of any ten-year period.

Section 2. Amendments. Except as otherwise set forth herein, these covenants and restrictions may only be amended during the first twenty (20) years from the date of the filing of this Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Written notice of any proposed amendment and a meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded. If the required number of signatures are not obtained within ninety (90) days after the adoption of the amendment, it shall be considered null and void and may not be revived for a period of one (1) calendar year.

Section 3. Quorum for Amendments Authorized under Section 2. The quorum required for any action authorized by Section 2 hereof shall be as follows:

At the first meeting called, as provided in Section 2 hereof, the presence at the meeting of Members or of proxies, entitled to cast ninety percent (90%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to all notice requirements except the time of notice requirements set forth in Section 2 hereof, and

the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; Provided, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting; Provided, further, that notice shall be sent at least thirty (30) days prior to such meeting.

Section 4. Notices. Any notice required to be sent to any Member, Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; Provided, that it shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing, of its interest in a Lot prior to the responsibility arising in the Association to notify said contract purchaser or mortgagee as required under any of the provisions herein established. In the absence of such notice, or actual knowledge by the Association of such interest, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce and covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

G. D. G. Investment Company,
a Nebraska corporation.

By George D. Goos, President

Attest: D. Gary Kath
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 21st day of August, 1975, before me, a Notary Public duly commissioned and qualified in and for said County, personally came GEORGE D. GOOS, President of G. D. G. Investment Company, to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year above written.

Elaine James
Notary Public

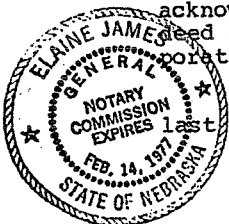


EXHIBIT "A" TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Legal Description "Common Properties":

Lot No. 7, WOODHURST, a Subdi-
vision in Douglas County,
Nebraska, as surveyed, platt-
ed and recorded.

EXHIBIT "B" TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Legal Description "Lots":

1. Lot 1-C

Lot 1, Except the West 50.0 Feet Thereof, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

2. Lot 1-A

The West 50.0 Feet of Lot 1, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

3. Lot 2-B

That part of Lot 2, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southeasterly corner of said Lot 2, WOODHURST; thence S 64° 30' 00" W (assumed bearings) for 135.00 Feet along the Southerly line of said Lot 2; thence N 25° 30' 00" W for 48.85 Feet along the Westerly line of said Lot 2; thence N 64° 33' 20" E for 135.00 Feet to the Easterly line of said Lot 2; thence S 25° 30' 00" E for 48.72 Feet along said Easterly line to the Point of Beginning.

4. Lot 2-C

Lot 2, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part being described as follows: Beginning at the Southeasterly corner of said Lot 2, WOODHURST; thence S 64° 30' 00" W (assumed bearings) for 135.00 Feet along the Southerly line of said Lot 2; thence N 25° 30' 00" W for 48.85 Feet along the Westerly line of said Lot 2; thence N 64° 33' 20" E for 135.00 Feet to the Easterly line of said Lot 2; thence S 25° 30' 00" E for 48.72 Feet along said Easterly line to the Point of Beginning.

EXHIBIT "B"

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5. Lot 3-D

That part of Lot 3, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southeasterly corner of said Lot 3, WOODHURST; thence S 64° 30' 00" W (assumed bearing) for 60.00 Feet along the Southerly line of said Lot 3; thence N 25° 30' 00" W for 9.00 Feet; thence S 64° 30' 00" W for 75.00 Feet to the Southwesterly corner of said Lot 3; thence N 25° 30' 00" W for 35.31 Feet; thence N 00° 03' 16" W for 5.58 Feet; thence N 65° 09' 06" E for 132.61 Feet to the Easterly line of said Lot 3; thence S 25° 30' 00" E for 47.84 Feet along said Easterly line to the Point of Beginning.

6. Lot 3-A

Lot 3, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southeasterly corner of said Lot 3, WOODHURST; thence S 64° 30' 00" W (assumed bearing) for 60.00 Feet along the Southerly line of said Lot 3; thence N 25° 30' 00" W for 9.00 Feet; thence S 64° 30' 00" W for 75.00 Feet to the Southwesterly corner of said Lot 3; thence N 25° 30' 00" W for 35.31 Feet; thence N 00° 03' 16" W for 5.58 Feet; thence N 65° 09' 06" E for 132.61 Feet to the Easterly line of said Lot 3; thence S 25° 30' 00" E for 47.84 Feet along said Easterly line to the Point of Beginning.

7. Lot 4-A

The Northerly 37.84 Feet of Lot 4, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

8. Lot 4-C

Lot 4, WOODHURST, a Subdivision in Douglas County, Nebraska, except the Northerly 37.84 Feet thereof, as surveyed, platted and recorded.

EXHIBIT "B"

Page 3

9. Lot 5-B

That part of Lot 5, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southwesterly corner of said Lot 5, WOODHURST; thence N 25° 30' 00" W (assumed bearings) for 26.89 Feet along the Westerly line of said Lot 5; thence N 64° 33' 00" E for 79.07 Feet; thence N 25° 26' 52" W for 6.18 Feet; thence N 64° 50' 37" E for 73.93 Feet to the Easterly line of said Lot 5; thence S 25° 30' 00" E for 32.56 Feet along said Easterly line; thence S 64° 30' 00" W for 153.00 Feet along the Southerly line of said Lot 5 to the Point of Beginning.

10. Lot 5-A

Lot 5, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southwesterly corner of said Lot 5, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 26.89 Feet along the Westerly line of said Lot 5; thence N 64° 33' 00" E for 79.07 Feet; thence N 25° 26' 52" W for 6.18 Feet; thence N 64° 50' 37" E for 73.93 Feet to the Easterly line of said Lot 5; thence S 25° 30' 00" E for 32.56 Feet along said Easterly line; thence S 64° 30' 00" W for 153.00 Feet along the Southerly line of said Lot 5 to the Point of Beginning.

11. Lot 6-B

That part of Lot 6, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southwesterly corner of said Lot 6, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 106.90 Feet along the Westerly line of said Lot 6; thence N 00° 03' 16" W for 12.89 Feet; thence N 64° 30' 00" E for 35.67 Feet along the Northerly line of said Lot 6; thence S 25° 17' 52" E for 118.54 Feet to the Southerly line of said Lot 6; thence S 64° 30' 00" W for 40.79 Feet along said Southerly line to the Point of Beginning.

EXHIBIT "B"

Page 4

12. Lot 6-C

Lot 6, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southwesterly corner of said Lot 6, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 106.90 Feet along the Westerly line of said Lot 6; thence N 00° 03' 16" W for 12.89 Feet; thence N 64° 30' 00" E for 35.67 Feet along the Northerly line of said Lot 6; thence S 25° 17' 52" E for 118.54 Feet to the Southerly line of said Lot 6; thence S 64° 30' 00" W for 40.79 Feet along said Southerly line to the Point of Beginning.

EXHIBIT "C" TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Legal Description of Dominant Estate Easement:

That part of the NE 1/4 of the SW 1/4 of Section 30, T 16 N, R 13 E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Beginning at the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 30; thence S 89° 50' 44" E along the North line of said NE 1/4 of the SW 1/4, a distance of 660.49 feet; thence S 0° 07' 08" E, 329.92 feet; thence S 89° 51' 44" E, 579.24 feet to the Westerly R.O.W. line of Mormon Bridge Road; thence along the Westerly R.O.W. line of Mormon Bridge Road, the following four courses:

(1) S 23° 10' 45" W, 358.37 feet to a point on a curve;
 (2) On a curve to the right (having a radius of 1456.95 feet; long chord bearing S 34° 50' 38" W and long chord length of 254.47 feet) for an arc distance of 254.79 feet;
 (3) S 39° 51' 14" W, 258.58 feet;
 (4) S 39° 21' 14" W, 26.10 feet to the Northerly R.O.W. line of Hanover Circle; thence along the Northerly R.O.W. line of Hanover Circle the following three courses: (1) N 77° 38' 46" W, 232.38 feet to a point of curve; (2) On a curve to the right (having a radius of 99.75 feet; long chord bearing N 61° 14' 47" W and a long chord length of 56.33 feet) for an arc distance of 57.10 feet to a point on a curve; (3) On a curve to the left (having a radius of 65.0 feet; long chord bearing N 41° 58' 19" W and long chord length of 106.09 feet) for an arc distance of 124.09 feet; thence N 6° 39' 44" W, 243.54 feet; thence S 89° 56' 44" W, 395.46 feet; thence N 0° 03' 16" W along the West line of the NE 1/4 of the SW 1/4, a distance of 692.87 feet to the point of beginning; AND ALSO Beginning at the Southwest corner of the NE 1/4 of the SW 1/4 of said Section 30; thence N 0° 03' 16" W along the West line of said NE 1/4 of the SW 1/4, a distance of 142.56 feet; thence N 89° 56' 44" E, 57.98 feet; thence N 64° 30' 00" E, 146.49 feet; thence S 89° 00' 00" E, 90.0 feet; thence N 1° 00' 00" E, 97.69 feet; thence S 89° 00' 00" E, 87.48 feet to the West-erly curved R.O.W. of Hanover Circle; thence along the South-erly R.O.W. line of Hanover Circle, the following three courses:
 (1) On a curve to the left (having a radius of 65.0 feet; long chord bearing S 55° 03' 59" E and long chord length of 76.43 feet) for an arc distance of 81.71 feet;
 (2) On a curve to the left (having a radius of 179.75 feet; long chord bearing S 59° 59' 01" E and long chord length of 109.08 feet) for an arc distance of 110.82 feet;
 (3) S 77° 38' 46" E, 181.62 feet; thence S 19° 08' 47" E, 10.45 feet to the Westerly R.O.W. line of Mormon Bridge Road; thence S 39° 21' 14" W along the Westerly R.O.W. line of Mormon Bridge Road, a distance of 40.11 feet; thence N 89° 52' 44" W, 182.45 feet; thence S 0° 07' 16" W, 100.0 feet; thence S 89° 52' 44" E, 100.80 feet to the Westerly R.O.W. line of Mormon Bridge Road; thence S 39° 21' 14" W along the Westerly R.O.W. line of Mormon Bridge Road, a distance of 30.06 feet to the South line of said NE 1/4 of the SW 1/4; thence N 89° 54' 46" W, 580.81 feet along the South line of the said NE 1/4 of the SE 1/4 to the point of beginning. (The West line of the NE 1/4 of the SW 1/4 of Section 30 assumed N 00° 03' 16" W in direction.)