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CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

ARBOR HEIGHTS COVENANTS

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate: ARBOR HEIGHTS ADDITION to the City of Blair, formerly known as TAX LOTS 22 and 35 in the SE 1/4 of Section 2, T18N, R11E, together with TAX LOT 283 in the NE 1/4 of Section 11, T18N, R11E, all in Washington County, Nebraska.

All lots contained in said addition except Lot One (1) (containing five acres, more or less), which is specifically excluded from these covenants, are and shall henceforth be owned, held, used, and conveyed, subject to the following conditions, restrictions, and covenants.

A. Said lots shall be used only for single family residential purposes except such lots or portions thereof as may thereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height, with attached garage for not less than two cars, nor more than three cars. No dwelling shall be of flat roof design.

C. No residential structure shall be erected or placed on any lot which has an area less than the prescribed minimum square footage requirement for RM Zoning, in effect April 15, 1992.

All front yard, side yard and rear yard set back requirements shall conform to the Zoning Ordinances of the City of Blair, Nebraska.

STATE OF NEBRASKA COUNTY OF WASHINGTON) 3598
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 4th DAY OF September A.D. 1992
AT 4:27 O'CLOCK P.M. AND RECORDED IN BOOK
207 AT PAGE 311-317
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madsen

Recorded _____
General _____
Numerical _____
Photostat _____

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D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs) shall be erected on any building lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, except that dogs, cats, or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

E. No trailer, shack, barn, detached building, or temporary structure shall be placed or erected on said real estate, except that one detached building no larger than 12' x 14' matching the roof design, color, and building material of the main residence may be constructed on Lots 11 through 13 and Lots 33 through 41. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42") in height, constructed of brick, wrought iron, stone, or wood and being fifty percent (50%) open. Side and rear yard fences shall not exceed six feet (6') in height and may be constructed of chain link, brick, stone, wrought iron, or wood on Lots 10 through 13 and Lots 20 through 48. Side and rear yard fences shall not be constructed of chain link material on Lots 2 through 9 and Lots 14 through 19.

G. All driveways must be constructed of concrete. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone on exposed foundations fronting a street. All other portions of exposed foundations must be painted if not brick or stone. Grading of lots in ARBOR HEIGHTS ADDITION shall be kept to a minimum and the natural contours of the land shall be preserved.

H. All telephone, electrical, and other utility lines must be located underground. No outside radio or television antennae, TV Dish, or other electronic antennae shall be erected on any building lot.

I. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes on the following lots:

- 1) Lots two through nine shall have 1800 square feet finished living area for one story and split-level dwellings, 2400 square feet of finished living area for one and one-half story dwellings and 2800 square feet for two story dwellings.
- 2) Lots two through nine shall have wood or heavy asphalt shingles, have fifty percent (50%) of the front (facing a street) be brick or stone and have exteriors finished in beige, tan, brown, or grey.
- 3) Lots two through forty-eight shall have fifty percent (50%) of the front (facing a street) be brick or stone.
- 4) Lots ten through twenty shall have 1500 square feet finished living area for one story and split-level dwellings and 2000 square feet of finished living area for one and one-half story dwellings and 2400 square feet of finished living area for two story dwellings.
- 5) Lots twenty-one through forty-eight shall have 1400 square feet of finished living area for one story and split level dwellings and 1800 square feet of finished living area for one and one-half story dwellings and 2200 square feet of finished living area for two story dwellings.
- 6) "Finished living area" shall be defined as finished footage above-grade at the front yard and "finished living area" shall not be defined as walk-out type basement area.

J. Windows in all dwellings shall be at a minimum clad or wood of stationary casement, or double hung design excluding all slider units and metal material windows.

K. All alarm systems shall be monitored and if said system has an audible alarm, it shall be set so that the audible alarm sounds for no longer than five minutes.

L. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles or similar activities will be permitted outside of the garage on any lot at any time, unless an emergency. No clothes lines shall be permitted outside of any dwelling at any time, except one umbrella clothes line per lot. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from all other lots in the addition. Garage doors shall have automatic openers.

M. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar items shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than forty-eight (48) continuous hours or more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on any lot, except motor vehicles driven on a regular basis by the occupants of the dwelling located on such lot.

N. A perpetual easement is hereby reserved in favor of and granted to The BLAIR TELEPHONE COMPANY, CITY OF BLAIR, O.P.P.D., CABLE T.V. and MINNEGASCO, their successors and assigns, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV under and upon a five foot (5') strip of land adjoining the front, rear, and side boundary lines of each of said lots in said addition. Said license being granted for the use and benefit of all present and future owners of lots in said addition.

O. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2012, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to amend, change, or terminate same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby. If any provisions hereof shall be adjudged unlawful or unenforceable, the same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

A & M DEVELOPMENT CO, a Nebraska partnership

by Pat Mallette
Pat Mallette, partner

by Helen L. Mallette
Helen L. Mallette, partner

by Frederick J. Aman
Frederick J. Aman, partner

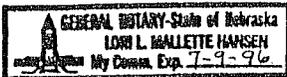
by Frances D. Aman
Frances D. Aman, partner

STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:
)

On this 9th day of September, 1992, came Pat and Helen L. Mallette and Frederick J. and Frances D. Aman personally known to me to be the partners and spouses of the partners of A & M Development Co, a Nebraska partnership and having been first duly sworn, stated that they subscribed their signatures to the above, and that their signatures are their voluntary act and deed.

Lori L. Mallette Hansen
NOTARY PUBLIC

(seal)



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ARBOR HEIGHTS CIRCLE HOMEOWNERS ASSOCIATION FILED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS: 22

95 MAR 29 PM 11:06
CLERK OF DISTRICT COURT
WASHINGTON COUNTY
BLAIR, NEBRASKA

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant, whether one or more, is the owner of certain property in Washington County, Nebraska, more particularly described as follows:

Lots, 2, 3, 4, 5, 6, and 7 in Arbor Heights,
an addition to the City of Blair, Washington
County, Nebraska.

WHEREAS, Declarant desires to make all of the above said property, subject to the covenants, conditions and restrictions hereinafter set forth,

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with all of said real property and shall be binding on all parties having any rights, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 "Association" shall mean and refer to Arbor Heights Circle Homeowners Association, a Nebraska nonprofit corporation, its successors and assigns.

1.2 "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion thereof which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

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1.3 "Properties" shall mean and refer to:

Lots 2, 3, 4, 5, 6, and 7 in Arbor Heights, an addition to the City of Blair, Washington County, Nebraska, as surveyed, platted and recorded

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a Lot split of a lot.

1.5 "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least 80% completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

1.6 "Declarant" shall mean and refer to all persons and entities signing this instrument.

ARTICLE II
PROPERTY RIGHTS

2.1 The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

2.2 Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

3.2 In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing

proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member given such proxy shall cease to be an Owner of a lot or at such earlier time as shall be specified in the proxy or by operation of law.

3.3 The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant, Explorer Homes, Inc. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided, however, that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be Explorer Homes, Inc. which shall be entitled to three votes for each Lot owned and not under a current contract of sale or title transferred. The Class B membership shall terminate and be converted into Class A membership (with Explorer Homes, Inc. voting for each Lot owned by the Declarant) upon occurrence of the first of the following date:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1996.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Improved Lot which has 100% of the exterior construction completed and owned with the Properties, and each Owner of any other Lot, by acceptance

of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for maintenance and other operational expenses as deemed necessary by the Association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly 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 shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation, and welfare of the residents in the properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

4.3 Monthly Assessments. As the need may arise in the future, the Board of Directors shall have the authority to levy and assess any monthly maintenance assessment and determine the provisions for the payment of any future monthly assessments.

4.4 Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in Section 3 above, the Association may levy special assessments for the purpose of meeting the requirements of Article V herein for exterior maintenance, and, in addition, may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of any capital improvements, including fixtures and personal property related thereto, and for the costs of exterior maintenance, provided that any such assessment shall have the consent to two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

4.5 Notice and Quorum for Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or under Section 4.4 shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, 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 such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both special assessments for capital improvements and monthly assessments, with respect to all Improved Lots, shall be uniform in amount, and may be collected on a monthly basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each Improved Lot. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Improved Lot have been paid. A properly executed Certificate of the Association as to the status of assessments, on a particularly Improved Lot shall be binding upon the Association as of the date of its issue by the Association.

4.7 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

4.8 Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided her in. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments or any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V
EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Improved Lot which is subject to monthly and special assessments as set forth hereinafter.

5.1 Monthly Assessments. Monthly Assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements as originally installed by the builder, except such improvements as may be within the confines of any fenced in area on any Improved Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. The Owner understands that the original landscape as installed by the builder is warranted for a period of one year from the time of planting. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surface.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.
- (d) Optional exterior window cleaning as deemed necessary by the Board of Directors.

5.2 Special Assessments. Special Assessments may be assessed for, but not limited to the following:

- (a) Maintain, repair, and replace roofs.
- (b) Maintain, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditions systems. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors.
- (c) Maintain, repair, and replace gutters.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any Improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications. All such improvements shall also be subject to the applicable Arbor Heights Covenants affecting the properties.

ARTICLE VII
PARTY WALLS

7.1 General Rules of Law to Apply. Each wall which is built as part of the original construction of any dwelling upon the Properties, and which is placed on the dividing line between any adjoining 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 or omissions shall apply thereto.

7.2 Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each Lot and party wall.

7.3 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 it, and if the other Owner or Owners shall thereafter make use of such party wall, such other Owner or Owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner or Owners to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

7.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner, member of Owner's family, or invitee who, by his or their 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 and repair of damage caused by the elements.

7.5 Right to Contribution Runs with Land. The rights 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.

7.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and all Owners shall be bound by any decision arrived at by a majority of all such arbitrators. Arbitration shall be governed by the terms of the Uniform Arbitration Act, to the extent consistent with the foregoing provisions.

ARTICLE VIII
GENERAL RESTRICTIONS AND OTHER PROVISIONS

8.1 Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon.
- (b) The general restrictions of the Arbor Heights Covenants are hereby adopted by reference.
- (c) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association and subject to the provisions of Article VI.

ARTICLE IX
ACCESS

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

ARTICLE X
INSURANCE

10.1 The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential and related structures) in an amount equal to at least ninety percent (90%) of the full replacement value of the original improvements against losses by fire, lightning, wind storm and other perils covered by standard extended coverage endorsements. The full replacement value of the original improvements is defined as the base price of the original structure excluding, but not limited to, custom finished basements and any other improvements over the base original price. Insurance premiums are assessed uniformly based upon the base price of the original structures. Betterments done to the original structure and additional custom improvements shall not be covered based only upon the basic purchase price excluding a ny custom betterments.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, may provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation Laws.

The above insurance shall not cover the personal property of any Owner of any Lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

10.2 The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust any and all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of the applicable master insurance policy shall be borne equally by those Lots which have suffered the loss. Should the Owners so elect not to rebuild, the insurance proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with each Owner's pro-rata share of the loss as sustained from the casualty for which the

proceeds shall be payable. Such sums shall be first applied towards satisfaction of any recorded first mortgage, first deed of trust, initial purchase money security device against such Lots, next applied towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said Properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis.

In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited towards the working fund of the Association.

10.3 Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner, including coverage for specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ten percent (10%) co-insurance provision of the full replacement cost of the base price of the original structure, and any exclusions of insurance coverage from the master policy provided by the Association.

ARTICLE XI
UTILITY METERS AND SERVICE LINES

In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water.

ARTICLE XII
GENERAL PROVISIONS

11.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceed at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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.

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

11.3 Amendment. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 11.1, hereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than fifty-five percent (55%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

11.4 Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed these Declarations of Covenants, Conditions and Restrictions this 25 day of February, 1995.

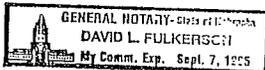
Explorer Homes, Inc.

By: [Signature], President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Douglas Fulkerson, to me personally known to be the President of Explorer Homes, Inc., a Nebraska corporation, and that he acknowledged the execution of the above to be his voluntary act and deed as President and that the execution of this document was duly authorized by the Board of Directors as the voluntary act and deed of such corporation.

WITNESS my hand and notarial seal this 25 day of February, 1995.



[Signature]
Notary Public

STATE OF NEBRASKA COUNTY OF WASHINGTON) ss 806
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 24th DAY OF March A.D. 19 95
AT 1:32 O'CLOCK P M. AND RECORDED IN BOOK
239 AT PAGE 167-177
COUNTY CLERK Charlatti G. Peterson
DEPUTY Harold Madson

Notary Public []
County Clerk []
Deputy []
Recorder []

631

AMENDMENT TO ARBOR HEIGHTS CIRCLE HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

This amendment to the Declarations of the Arbor Heights Circle Homeowners Association Declaration of Covenants, Conditions and Restrictions made as of this 30 day of June, 2000 by the parties hereto who are, at the close of this instrument described as "Declarants".

WITNESSETH

WHEREAS, Declarants, are the owners of certain property in Washington County, Nebraska, more particularly described as follows:

Lots 2, 3, 4, 5, 6 and 7 in Arbor Heights, an addition to the City of Blair, Washington County, Nebraska

WHEREAS, Declarants, who are the owners of all of the foregoing lots desire to amend the Declaration of Covenants, Conditions and Restrictions of Arbor Heights Circle Homeowners Association to provide that Lots 6 and 7 of Arbor Heights shall be allowed to withdraw from the "Property" definition of the Homeowners Association.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Arbor Heights Circle Homeowners Association is hereby amended to read as follows:

1. Paragraph 1.3 of The Definitions shall be amended to read as follows:

1.3 "Properties" shall mean and refer to:

Lots 2, 3, 4, and 5 in Arbor Heights, in addition to the City of Blair, Washington County, Nebraska, as surveyed, platted and recorded

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association. By this Amendment, Lots 6 and 7 in Arbor Heights, an addition to the City of Blair, Washington County, Nebraska, as surveyed, platted and recorded are hereby released from the definition of "Properties" as contained in the original Declaration of Covenants, Conditions and Restrictions.

2. Except as modified by this Amendment, the original Declaration of Covenants, Conditions and Restrictions are hereby reaffirmed in full.

IN WITNESS WHEREOF, the undersigned, being the Declarants and Owners of Lots 2, 3, 4, 5, 6 and 7 in Arbor Heights, an addition to the City of Blair, Washington County, Nebraska, have executed this amendment as of the date first written above.

00 AUG 11 AM 10:53
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

FILED

321- 631

Denny

Frank

Owners of Tract 1, Part of Lot 2,
Arbor Heights

Owners of Tract 2, Part of Lot 2,
Arbor Heights

Denny Myers
Judy K. Myers

Frank M. Gray

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson

David Fulkerson

Notary Public

Notary Public



Rose

Rose

Owners of Tract 3, Part of Lot 3,
Arbor Heights

Owners of Tract 4, Part of Lot 3,
Arbor Heights

Rose Lourd

Audrie Matzger

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

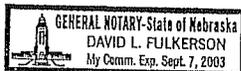
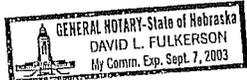
Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson

David Fulkerson

Notary Public

Notary Public



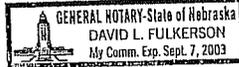
Owners of Tract 1, Part of Lot 4,
Arbor Heights

Donald J. Conrad
Lela B. Conrad

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson
Notary Public



phl
Owners of Tract 3, Part of Lot 5,
Arbor Heights

Philip R. Rolland
Marilyn M. Rolland

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson
Notary Public



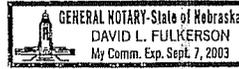
jack
Owners of Tract 2, Part of Lot 4,
Arbor Heights

Jack De Harley J
Linda R. Harley

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson
Notary Public



Ber
Owners of Tract 4, Part of Lot 5,
Arbor Heights

Beverly Machock

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me
This ___ day of ___, 2000.

David Fulkerson
Notary Public



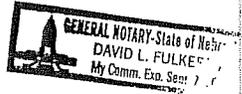
634

Owner of Lots 6 and 7, Arbor Heights
Explorer Homes, Inc.

By: David Fulker, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to me this 11 day of August, 2000.



STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 11 DAY OF August A.D. 2000
AT 0:52 O'CLOCK A M AND RECORDED IN BOOK
321 AT PAGE 631-634
COUNTY CLERK Charlotte J. Peterson
DEPUTY Cherry M. Johnson

Recorded ✓
General _____
Numerical _____
Photostat _____
Proofed _____

634