



MISC 2005130841



OCT 18 2005 08:46 P 16

a
misc
 F: 101.00 OC-40327
 16 Bkr _____ C/O _____ COMP *sk*
 42 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/18/2005 08:46:19.05



2005130841

**DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF VILLAGE COVE, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION is made by CARTA MAPLE, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant", this 11th day of October, 2005.

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property situated within Village Cove Subdivision ("Village Cove") located within Douglas County, Nebraska and described as follows:

Lots 1 through 41, inclusive, and Outlot A in Village Cove, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each or any "Lot" or by its respective lot number or designation.

By its execution of this Declaration, the Declarant hereby provides for (i) the preservation of the values and amenities of Village Cove including, but not limited to, the performance of lawn maintenance, snow removal and garbage pick up, (ii) the maintenance of the character and residential integrity of Village Cove, and (iii) the acquisition, construction, maintenance, and replacement of certain Common Facilities.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are established for the enhancement and protection of the value, desirability and attractiveness of the Lots and their enjoyment by the respective owners and occupants. The restrictions, covenants, conditions and easements established by this Declaration

21322

-41-

shall run with the Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be, subject to each and all of the following terms and conditions and other terms:

ARTICLE I
DEFINITIONS

1. Owner. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration.
2. Common Facilities. The term common Facilities shall include, but not be limited to, (i) any public street within Village Cove including roundabout circles and any landscaping, signage, and electrical or water lines and appurtenances installed therein, (ii) Outlot A including, but not limited to, any wetlands, landscaping, and storm water detention systems or apparatus therein, (iii) any permanent entrance signage, and (iv) any property or easements owned by the Association.
3. Association. The term Association shall mean the Village Cove Homeowners Association identified under Article IV of this Declaration.

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot (excluding Outlot A) shall be used exclusively for single-family residential purposes. Outlot A shall be used exclusively as a Common Facility whose principal purpose is storm water detention and wetlands.
2. No residence, building, fence, wall, driveway, sidewalk, patio, patio enclosure, detached barbeque grill structure, pond, rockwall, outdoor fire pit, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving station or "disk", solar heating or cooling device, tool shed, wind mill, pool house, flag pole, mail box or mail receptacle structure or other external improvement of any nature or type, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:
 - (a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed landscaping plans, and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of material (including exterior lighting fixtures)

proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

- (b) Declarant shall review such plans in light of the conditions and restrictions in this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in its sole judgment to promote conformity and harmony of the external design of the improvements constructed within the Village Cove subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent and compatible as determined by the Declarant in its sole discretion with the architectural style or concept depicted in the exhibit titled "Design Concept" and annexed to this Declaration as Exhibit A. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved. If Declarant determines in its sole discretion that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, or does not conform with the surrounding improvements or topography, or is not compatible with the Design Concept, or will not protect and enhance the integrity and character of all the Lots as a quality residential community encompassing or otherwise compatible with the architectural style or concept depicted on Exhibit A to this Declaration, Declarant may refuse approval of the proposed Improvement in its sole discretion.
 - (c) Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed or delivered, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed or delivered within such period, the proposed Improvement(s) shall be deemed disapproved by Declarant.
 - (d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.
3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

4. Except as otherwise specifically approved by Declarant, the exposed front and foundation walls visible from any street, and, subject to applicable City Codes and the sole determination of the Declarant, such other exposed foundation walls of all residential structures must be constructed of or faced with stone (including "cultured stone") or brick or stucco or combination of the foregoing. All exposed foundation walls which are not governed by the immediately preceding sentence shall be painted simulated brick. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of poured concrete or concrete blocks, brick or stone. The roof of all improvements shall be covered with medium grade cedar wood shake shingles or other shingle materials resembling slate approved in writing by Declarant in its sole discretion. Asphalt, hardboard, pressed wood, bonded wood, and like type shingles will not be approved by Declarant for coverage of any roof.
5. No advertising signs, billboards, or unsightly objects or nuisances (as determined by the Declarant or the Association) shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. The foregoing restriction in this Article 1, Section 5 shall not apply to the business activities, signs, or the construction and maintenance activities, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.
6. No exterior television or radio antenna or satellite receiving dish or station of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive satellite programming signals that does not exceed eighteen (18) inches in diameter and that is attached directly to the residence and installed in a location out of public view and the view of the owner of any lot and property screened, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant in its sole discretion.
7. No repair of any boats, automobiles, motorcycles, trucks, recreation vehicles, campers or similar vehicles, or any other equipment or property of any type requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an attached garage which was approved by the Declarant as part of the plans approval process) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot and parked only on a temporary short-term basis and only at intermittent intervals, the intent being that all vehicles are to be housed within approved attached garages. No grading or excavating

equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article 1, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pick-up purposes only on the prescribed garbage pick-up day. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No compost areas are permitted on any Lot. No clothesline or clothesline pole shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards and may not occupy more than ten (10%) of the land area of such rear yard.
10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
11. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant. No fence in the front yard of any Lot shall be permitted. Rear fences or walls and side yard fences may be installed with the prior approval of the Declarant. In all events, installed permitted fences and walls must comply with applicable set back requirements imposed by the City of Omaha. All fences erected on Lots must be constructed of wrought iron, or other type of material approved by Declarant. No chain link fences or wood fences shall be allowed. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.
12. No tennis courts shall be allowed on any Lots. The location of basketball backboards shall be subject to the approval of the Declarant. The type and design of basketball backboards shall conform to a standardized type and design established by the Declarant. No light standards, flag poles, or any other type or style of pole or similar structure poles shall be erected on any lot without the prior approval of the Applicant.
13. No swimming pool may extend more than one foot above ground level.
14. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards. No dirt shall be brought on to any lot to change the grades established by the Declarant other than as may be consistent with a grading plan previously approved by Declaration.

15. A public sidewalk constructed of uncolored concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet from the street curb line. The sidewalk shall be constructed by the Owner of the Lot prior to the completion of the Residence and before occupancy thereof, provided, however, this provision shall vary to comply with any requirements of the City of Omaha.
16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of uncolored concrete or other material approved by Declarant. Should repair or replacement of such approach be necessary, the repair or replacement shall be completed with the same materials originally installed unless otherwise approved by the Declarant. No asphalt driveways or asphalt overlays of driveways or driveway approaches will be permitted.
17. No stable or other shelter for any animal, reptile, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant. Dog houses shall only be allowed adjacent to the rear of the Residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No reptiles, wild animals, livestock or agricultural-type animals shall be allowed in Village Cove, including pot-bellied pigs.
18. Any exterior air conditioning condenser unit shall be screened and placed in the rear yard and/or side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue on any Lot, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from the neat and trim appearance of any Lot. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
19. No Residence shall be constructed on any Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.
20. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage or tool shed, outbuilding or shack, shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Village Cove to any Lot.

21. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.
22. Declarant hereby reserves the right to require Owners to install siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion. Any soil emanating from a lot and resting in any public street shall be removed promptly by such Owner.
23. All Lots, including unimproved right of way fronting such Lot, must be fully sodded concurrently with or immediately following completion of construction of the Residence on any Lot, as weather permits.
24. Within the area between the street curb line and sidewalk fronting any Lot, two (2) trees having a diameter of at least 1½ inches shall be planted contemporaneously with the installation of sod within such area as required in Section 23 immediately preceding. The species of such trees must be approved by the Declarant.
25. Any mailbox structure erected on any Lot or within the unimproved right of way fronting any Lot must be compatible with design and materials criteria established by the Declarant. When all of the Lots have been developed with residences or at such time as the U.S. Post Office determines that permanent mailbox structures may be erected and will be serviced with mail by the U.S. Postal Service, whichever earlier occurs, the Association will enter into a contract for the construction of single or cluster-type mailbox structures as permitted by the U.S. Postal Service in locations approved by the U.S. Postal Service, in a number sufficient to handle the then current need.

To fund the construction of such mailboxes, the Owner of each Lot (excluding the Declarant) at the time any such lot is acquired for the purpose of constructing a residence, will deposit the sum of \$350 into a Mailbox Construction Fund Escrow maintained with First Nebraska Title & Escrow as Escrow Agent. At the time the Association enters into a contract for the construction of such mailbox structures, the Association shall be entitled to withdraw all or a part of such escrowed funds in order to satisfy such construction contract obligation. Additionally, the Association shall be entitled to withdraw the remainder of such escrowed funds and any subsequent deposits into such Mailbox Construction Fund, including accrued interest, in order to pay for mailbox structures constructed thereafter on an as-needed basis.

Failure by any Owner to make the Deposit required under this Section 25 shall give rise to a lien against such Owner's Lot in favor of the Association.

26. No residence or structure (excluding approved fences) shall be constructed or placed any nearer than seven (7) feet of any side property line nor any nearer than twenty (25) feet of the front property line.

27. The Owner of each Lot shall be responsible for the maintenance and replacement of the sidewalk constructed on such Lot.

ARTICLE III
EASEMENTS

1. Declarant hereby declares that the northerly three (3) feet in width of Lot 15 and the southerly three (3) feet in width of Lot 16 are subject to a permanent and exclusive right and easement in favor of Declarant and the Association for the purpose of constructing, maintaining, and replacing a pedestrian pathway (including a wrought iron boundary fence not exceeding four [4] feet in height) leading to and from Outlot D West Village Pointe, a subdivision in Douglas County, Nebraska (including reasonable access over the Lots affected for the purpose of exercising the rights granted in this Section 2). Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, painting, reconstructing, repairing, maintaining, removing, and replacing the Boundary Fence.
2. Declarant hereby declares that an area 5.5 feet by 7 feet in the northeasterly corner of Lot 28, and an area 15 feet by 10 feet in the northwesterly corner of Lot 41, are subject to a permanent and exclusive easement for the purpose of installing, maintaining and replacing one entrance sign approved by the Declarant (including underground electrical lines to such line and any over-ground transformers) in each such location including reasonable access over Lots 28 and 41 for the purpose of exercising the rights granted herein. Any damage resulting from the exercise of the rights granted in this Section 2 shall be repaired promptly by the Association to the condition which existed prior to such damage to the extent reasonably practicable. Subsequent to the installation of any such permitted sign, the Association shall record against the affected Lot a drawing depicting the exact location of such sign.

ARTICLE IV
HOMEOWNERS' ASSOCIATION

1. The Association. The Declarant has caused the incorporation of VILLAGE COVE HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (hereinafter referred to as the "Association") for the benefit of the residents of Village Cove. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Village Cove, including but not limited to:
 - (a) The acquisition, construction, landscaping, improvement, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include, but shall not be limited to dedicated and non dedicated roads, paths, ways and green areas (including landscaping); and traffic signs and entrance signs for Village Cove; storm water detention facilities, wetlands, and landscaping within Outlot A; utility lines and appurtenances serving any entrance signs or landscaping and other

amenities within roundabouts with Village Cove. Common Facilities may be situated on property owned or leased by the Association within the Village Cove subdivision, on private property subject to any easement in favor of the Association, on public property, or on property dedicated to a Sanitary and Improvement District. The determination of what constitutes a Common Facility shall be the Associations' and shall be conclusive.

- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons.
 - (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Village Cove; and the protection and maintenance of the residential character, desirability and attractiveness of Village Cove.
2. Membership and Voting. Village Cove is divided into forty-one (41) separate residential lots. Outlot A which will be utilized as a landscaped storm water detention basin and wetland shall constitute a Common Facility. The Owner of each Lot (excluding Outlot A) shall be a Member of this Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. Provided, however, until such time as ninety (90%) percent of the Lots (excluding Outlot A) have been improved with residences which have received a City of Omaha Final Inspection/Certificate of Occupancy, the Declarant shall retain all voting rights otherwise granted to the Owners of the Lots.
3. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:
- (a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
 - (b) The landscaping, mowing, watering, snow and ice removal, and repair and replacement of public property and improvements on public property within or near Village Cove.

- (c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- (i) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- (j) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of the Association. The Association shall:

- (a) Maintain and repair any entrance signs which have or will be installed by Declarant at or near 175th Street, all in good repair and neat condition;
- (b) Maintain, repair, and replace as necessary all trees, shrubs, landscaping, natural barriers and green areas and other improved landscaped areas including rock, and statuary and ornaments constructed or existing within (i) the portions of 175th Street, Douglas Circle, and Farnam Street, situated within Village Cove, and (ii) Outlot "A" so that such are in good repair and neat condition;
- (c) Maintain and replace as necessary all approved mailbox structures;

- (d) Mow and fertilize the lawn areas of the Lots, including fall raking and removal of leaves, but excluding any additional yard maintenance which shall be the responsibility of the Owner of each Lot;
 - (e) Remove snow from the driveway and sidewalks within or serving the Lots;
 - (f) Maintain and replace any decorative street lights or fixtures; and
 - (g) Contract with a reputable trash removal company for the weekly removal of garbage (excluding yard waste).
5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as “dues and assessments”) under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.
6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens. Lots under construction shall not be subject to the imposition of dues, assessments or Association liens until the residence being constructed shall have received its City of Omaha Final Inspection/Certificate of Occupancy.
7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys’ fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys’ fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.
8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

9. Maximum Monthly Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any calendar year shall not exceed the greater of:
- a. One Hundred Seventy-Five and no/100 Dollars (\$175.00) per month per Lot, payable semi-annually in advance, or
 - b. In each calendar year beginning on January 1, 2006, ten percent (10%) of the aggregate dues charged in the previous calendar year.
 - c. Monthly dues shall accrue as to each Lot from and after the date on which the Residence on such Lot receives its City of Omaha Final Inspection/Certificate of Occupancy and shall be prorated for any partial month.
10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Five Hundred and no/100 Dollars (\$500.00) per Lot.
11. Excess Dues and Assessments. With the approval of fifty-one percent (51%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.
12. Uniform Rate of Assessment. Assessments and dues shall be fixed as a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6 of this Article III.
13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.
14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The

Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided herein by nonuse of any amenities provided by the Association or abandonment of such Owner's Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase of money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV EASEMENTS AND CHARGES

1. In the event that ninety percent (90%) of all residential Lots within Village Cove are not improved within five (5) years after the date on which Qwest telephone company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then the telephone company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority. Should such charge be implemented by the telephone company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) the telephone company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.
2. Easements reserved and established in the final plat of Village Cove which was filed on September 16, 2005 in the Register of Deeds of Douglas County, Nebraska as Instrument No. 2005116076.

ARTICLE V GENERAL PROVISIONS

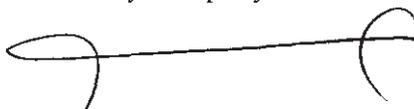
1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of any Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to

recover damages or other dues of such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the Lots (excluding Outlot A).
3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Village Cove subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.
4. Declarant may delegate or terminate its status as Declarant under this Declaration, at any time, by recording against the Lots a Notice of Delegation or Termination of Status as Declarant, as applicable. Upon such recordation with the Douglas County Register of Deeds, (i) the Delegate, in the case of a Delegation, shall serve as Declarant, and (ii) in the case of a termination of status, the Association may appoint itself or another entity, association or individual to serve as Declarant. Any such Delegate or Appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.
5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

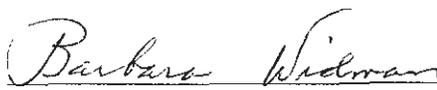
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written.

CARTA MAPLE, LLC, a Nebraska
limited liability company

By 
Salvadore Carta, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of October, 2005 by Salvadore Carta, Manager of Carta Maple, LLC, a Nebraska Limited Liability Company on behalf of such limited liability company.


Notary Public

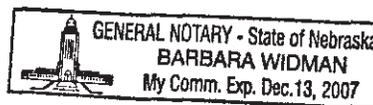
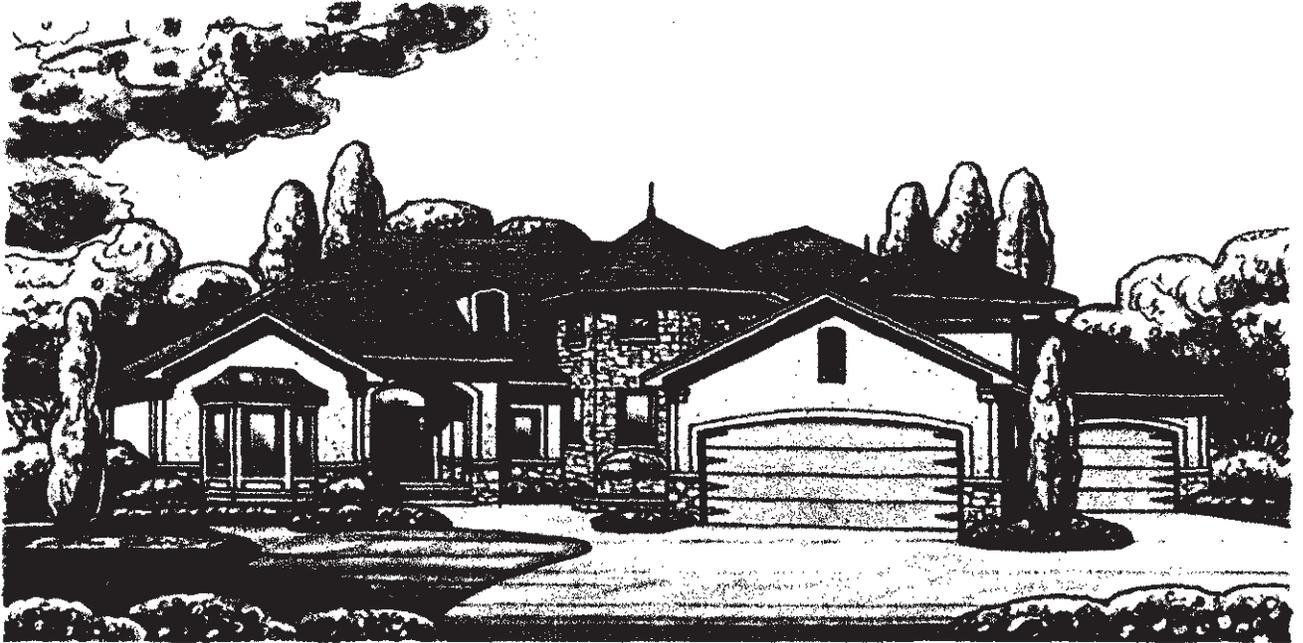


EXHIBIT A
DESIGN CONCEPT



“THE SIDONIA”