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GEORGE J. D. [unclear]
REGISTER OF
DOUGLAS COUNTY

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF VILLAS OF
HUNTINGTON WOODS, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA

THESE DECLARATIONS are made as of the date shown at the close of this instrument, by the parties executing this Declaration who are, whether one or more, referred to herein as the "Declarant."

W I T N E S E T H:

WHEREAS, Declarant, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lot 301, Huntington Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Villas of Huntington Woods, and for the maintenance of the character and residential integrity of Villas of Huntington Woods;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements 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 right, 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. "Assessable Lot" shall mean and refer to each Lot upon which shall be erected a single family residence the construction of which shall be at least 80% completed according to the plans and specifications for construction of said single family residence.
2. "Association" shall mean and refer to Villas of Huntington Woods Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.
3. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
4. "Lot" shall mean and refer to each platted Lot shown upon the recorded subdivision map of the Properties, as amended.
5. "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 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.
6. "Properties" shall mean and refer to:

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lot 301, Huntington Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

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

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, 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 shall deliver two sets of construction plans, 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 materials 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 Article II of 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 a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Villas of Huntington Woods Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, Declarant may refuse approval of any proposed Improvement.

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, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement 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 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 one and one-half stories in height, exclusive of basement level.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shake shingles. Woodruff products or roofs are specifically prohibited.

5. No advertising signs, billboards, unsightly objects or nuisances 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". No business activities of any kind whatsoever shall be conducted on any

lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles 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 the 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 enclosed structure) 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. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings 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. All garage doors must be closed when not in use.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be stored or be permitted to remain outside except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

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 fence or mass planted hedges or shrubs or other structures which effectively act as a fence shall be permitted on any Lot.

12. No swimming pool may extend more than one foot above ground level.

13. Construction of any Improvement shall be completed within one (1) year 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.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except 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, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in the Villas of Huntington Woods Subdivision. No livestock or agricultural-type animals shall be allowed in the Villas of Huntington Woods subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, 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 a neat and trim appearance. 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.

18. No Residence shall be constructed on a 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.

19. No temporary structure of any character, and no carport, trailer, open basement, storage or tool shed 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 Villas of Huntington Woods to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. The use of private barbecue grills and the outside use or storage of barbecue grills is allowed on outside decks and patios, but may be subject to written regulation, restriction or exclusion by the Association.

22. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article II. For purposes of this paragraph, "tree" shall mean and refer to a tree of any type with a diameter larger than one and one-half (1½) inch at a height of five (5) feet. The front yard of each Assessable Lot must have a minimum of two (2) trees which are classified as deciduous. Subject to the Association's Exterior Maintenance Service Obligations described in Article V, Section 1 of this Declaration, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along the ten (10) foot public sidewalk easement area on their Lot. Should any of such trees, shrubs or bushes be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur within thirty (30) days following written notice from either the Declarant or the Association, then either Declarant or the Association may cause such replacement to occur and charge the Owner of the Lot for such replacement.

23. The exterior trim and siding on each residence constructed on a Lot must be maintained in good and proper condition and must be fully painted no less frequently than the earlier of (i) sixty (60) months following completion of initial construction and thereafter no less frequently than sixty (60) months following the previous painting; or (ii) within ninety (90) days following notification from the Association to the Owner that the exterior paint on the Owner's residence has deteriorated to less than a good and proper condition.

24. Any landscape beds that are to be maintained by the Association shall be covered with river rock.

25. Declarant does hereby reserve unto itself the right to require the installation of 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.

ARTICLE III BOUNDARY FENCE

1. Declarant plans to construct boundary fences along the westerly, northerly and easterly boundaries of the Properties (collectively the "Boundary Fence"). The Boundary Fence will be situated along the easterly most boundary line of Lots 1 through 11, inclusive, extending west approximately ten (10) feet (herein referred to as the "Easterly Boundary Fence"), along the northerly most boundary line of Outlot 1 and Lots 12 through 22, inclusive, extending south approximately ten (10) feet (herein referred to as the "Northerly Boundary Fence") and along the westerly most boundary of Lots 22 through 29, inclusive, extending east approximately ten (10) feet (herein referred to as the "Westerly Boundary Fence"). Each of such Lots are collectively referred to herein as the "Boundary Lots."

2. Declarant hereby grants, reserves and declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant, the Association, and the Huntington Park Homeowners Association, a Nebraska nonprofit corporation (the "Huntington Park Association") to construct, maintain, repair, remove and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant, Association, and the Huntington Park Association may come upon any of the Boundary Lots for the purpose of constructing, repairing, maintaining, removing and replacing the Boundary Fence.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association and the Huntington Park Association that the Association and the Huntington Park Association have failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) neither the Association nor the Huntington Park Association place the Boundary Fence on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Declarant has caused the incorporation of the Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

- (a) The acquisition, construction, landscaping, improvement, maintenance, operation, repair, upkeep and replacement of any Common Facilities for the general use, benefit and enjoyment of the members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Villas of Huntington Woods. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a sanitary improvement district.
- (b) The performance of Exterior Maintenance Services as described in Article V of this Declaration.
- (c) 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 applied 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, who may be required to pay a fee or other charge in connection with the use and enjoyment of the Common Facilities.
- (d) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Villas of Huntington Woods; and the protection and maintenance of the residential character of Villas of Huntington Woods.

2. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment. The Association shall have two classes of 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 Declarants. 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 the Declarants, or their successors and assigns, which shall be entitled to three votes for each Lot they own. All Class B memberships shall terminate and be converted into Class A membership upon the occurrence of the first of the following dates:

- (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, 2000.

3. 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 members 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. Failure to attend a meeting of the members either 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. 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 giving 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.

4. 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 Owners family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

5. The Association shall have the powers conferred upon not for profit 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 any Common Facilities, and the enforcement of the rules and regulations relating to any Common Facilities.

B. The doing and taking of such actions as may be necessary or appropriate to perform or secure performance of the Exterior Maintenance Services.

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.

ARTICLE V EXTERIOR MAINTENANCE SERVICES

1. The Association shall provide exterior maintenance services upon each Assessable Lot as follows (herein the "Exterior Maintenance Services"):

- (a) Care and maintenance of trees, shrubs, bushes and lawns (to include regular mowing and application of chemical fertilizers and herbicides as necessary) and other exterior landscaping improvements as originally installed by the Declarant or developer of Villas of Huntington Woods, provided, however, that the Association's obligations to maintain trees, shrubs and bushes is limited to trees, shrubs and bushes installed in accordance with the original landscape allowance of \$1,000.00. Any trees, shrubs, bushes, or exterior landscaping improvements installed by or at the direction of the Owner of a Lot shall be and remain the responsibility of the Owner. Owner acknowledges that the original trees, shrubs, bushes and exterior landscaping improvements as installed by the Declarant or developer of the Villas of Huntington Woods are warranted for a period of one year from the time of installation. Thereafter, the Owner is responsible for replacement of all dead trees, shrubs and bushes, or other exterior landscaping improvement and upon failure to do so and after notice as provided in Article II, Section 22 of

this Declaration each Owner shall allow the Association to replace such dead trees, shrubs and bushes or exterior 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 surfaces.

- (b) Operation and maintenance of an underground watering system.
- (c) Maintenance, repair, removal and replacement of the Westerly Boundary Fence as may be deemed necessary or appropriate by the Board of Directors. The Huntington Park Association shall be responsible for maintaining, repairing, removing and replacing the Northerly Boundary Fence and Easterly Boundary Fence unless otherwise agreed by the Board of Directors of the Association.
- (d) Removal of snow from drives, front walks and stoops only, as determined by guidelines set forth by the Board of Directors.
- (e) Removal of trash no less often than weekly.
- (f) Exterior window washing two (2) times per year.

2. The Association shall provide "exterior painting services" for each Assessable Lot for which the Owner has made an election to secure exterior painting services and has paid the exterior painting assessment. "Exterior painting services" shall mean the following:

Exterior painting of the Owner's residence no less frequently than every forty-two (42) months, or such shorter period as determined by the Board of Directors of the Association from time to time, during which the Owner has continuously paid the exterior painting assessment provided in Article VI, Section 7 of this Declaration. Owners may elect to secure exterior painting services by delivering written notice to the Association, together with the first monthly exterior painting assessment.

3. There is hereby reserved and granted to the Declarant and the Association, and their respective officers, directors, employees, agents and contractors, a perpetual and nonexclusive easement for access to, from, on and along all Lots for the purpose of performing all Exterior Maintenance Services.

ARTICLE VI DUES AND ASSESSMENTS

1. The Association may fix, levy and charge the Owner of each Assessable 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.

2. 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 Assessable Lot, and shall abate all dues and assessments due in respect of any Assessable Lot during the period such Assessable Lot is owned by the Declarant. Assessable Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

3. 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.

4. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of Article IV to perform the Powers and Responsibilities of the Association described in Section 5 of Article IV and to perform the Exterior Maintenance Services described in Section 1 of Article V.

5. Unless excess dues have been authorized by the Members in accordance with Section 7, below, the aggregate dues which may become due and payable in any month shall not exceed the greater of:

- A. Ninety-five and no/100 Dollars (\$95.00) per Assessable Lot.

B. In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

6. 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 made under this Section 6 shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

7. For each Assessable Lot for which the Owner has made an election to secure exterior painting services, there shall be due a monthly exterior painting assessment of Thirty and no/100 Dollars (\$30.00) per month, provided commencing on January 1, 1998, the Board of Directors of the Association shall have the authority to increase the monthly exterior painting assessment by up to twenty-five percent (25%) on an annual basis to reflect actual increases in the cost of providing exterior painting services.

8. With the approval of seventy-five percent of the votes 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.

9. The monthly assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates on which 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 Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

10. 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, which at the time of the execution of this Declaration, is sixteen (16) percent per annum. 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.

11. The lien of 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 herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on 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 VII GENERAL PROVISIONS

1. The Association, or any Owner, shall have the right to enforce, by any proceeding 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.

2. Invalidity of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

3. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by

the Owners of not less than sixty six and two-thirds percent (66 2/3%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than fifty one percent (51%) 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.

4. 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 Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this 28th day December 1995.

"Declarant"

BENNINGTON COMPANY, a Nebraska corporation

By: Barbara Shaw
President

WHIT SMITH CONSTRUCTION, INC., a Nebraska corporation

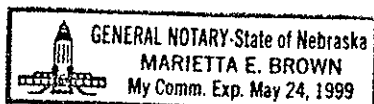
By: [Signature]
Whit Smith, President

HALLMARQ CONSTRUCTION, INC., a Nebraska corporation

By: [Signature]
Michael J. Hall, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of December, 1995, by Barbara Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the corporation.

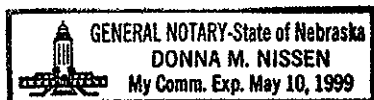


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 28th day of DECEMBER, 1995, by Whit Smith, President of Whit Smith Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 1995, by Michael J. Hall, President of Hallmarq Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS