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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
FOUR SEASONS LINDEN ESTATES,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This Declaration is made as of the ___ day of September, 1999, by McNeil Company, Incorporated, a Nebraska corporation, referred to herein as the "Declarant."

WITNESSETH:

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

Lots 1 through 28, inclusive, and Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lots 174 through 178, inclusive, and Lot 194 Linden Estates 2nd Addition, and also Lots 1 and 2, Village of Linden Estates, together with the abutting 143rd Street and 143rd Avenue as dedicated in Linden Estates 2nd Addition, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska;

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WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Four Seasons Linden Estates, and for the maintenance of the character and residential integrity of Four Seasons Linden Estates;

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 not owned by Declarant upon which shall be erected a single family residence the construction of which is substantially complete.

2. "Association" shall mean and refer to Four Seasons Linden Estates Owners Association, a Nebraska not-for-profit corporation, and its successors and assigns.

3. "Common Facilities" may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, paths, ways and green areas; sanitary sewers and related improvements; signs, entrances and entrance gates; and streetlights. 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 and improvement district.

4. "Declarant" shall mean and refer to McNeil Company, Incorporated, and its successors and assigns.

5. "Lot" shall mean and refer to each platted lot (excluding Outlots) shown upon the recorded subdivision map of the Properties, as amended.

6. "Outlot" shall mean Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding 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

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GAINES, MULLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

8. "Properties" shall mean and refer to:

Lots 1 through 28, inclusive, and Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lots 174 through 178, inclusive, and Lot 194 Linden Estates 2nd Addition, and also Lots 1 and 2, Village of Linden Estates, together with the abutting 143rd Street and 143rd Avenue as dedicated in Linden Estates 2nd Addition, subdivisions 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. No Lot or Outlot shall be used other than for single-family residential purposes, except for such Lots or Outlots 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 or park, or for other non-profit use. Without limitation of the foregoing, no Lot or Outlot shall be used for commercial or business uses, or for group or foster type homes or other non-single-family use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, tree house, flag pole, antenna, satellite receiving station or dish, solar heating or cooling device, tool shed, windmill, 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 Four Seasons Linden Estates and Linden Estates 2nd Addition subdivisions, 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. 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 structure shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling for single family which does not exceed two and one-half stories in height, exclusive of basement level.

4. The exposed foundation walls of all residential structures must be constructed of or faced with brick or simulated brick, stone or other material approved by Declarant. 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 cedar shakes or other shingles approved by Declarant. Hardboard, pressed wood, bonded wood, and the like 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." Use of the Lots for business purposes is prohibited. The Lots shall not 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, this 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 satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over-the-air programming signals that does not exceed one meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant.

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, four-wheeler, wave-runner 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.

9. No incinerator or 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 unless completely screened from view and 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 clothesline 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 shall be constructed on a Lot without the approval of Declarant pursuant to Paragraph 2 of this Article. The Declarant shall establish a uniform design for brick and wrought iron fences on all Lots consisting exclusively of wrought iron and/or wrought iron and brick columns at least four feet (4') in height, unless another design or material is approved in writing by the Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line of each Lot, unless otherwise approved by Declarant. No fence or wall may exceed a height of six (6) feet unless otherwise approved by Declarant.

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

13. 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.

14. 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.

15. 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. Doghouses 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 on any Lot. No livestock or agricultural-type animals shall be allowed on any Lot, including pot-bellied pigs.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any 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, 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.

17. 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.

18. 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 the Properties to any Lot without the written approval of Declarant.

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

20. 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.

21. 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 or more. 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 front ten (10) feet of 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.

22. 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.

23. 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 AND WALKWAY

1. Declarant plans to construct boundary fences along the boundaries of certain Lots (collectively the "Boundary Fence"). The Boundary Fence will be situated along the easterly most boundary line of Lot 1 to the emergency gate on Outlot 3 and extending west approximately ten (10) feet, and along the northerly most boundary line of Lots 1, 9, 10, and 28 extending south approximately ten (10) feet. Each of such Lots are collectively referred to herein as the "Boundary Lots."

2. Declarant shall construct an entrance gate and emergency gate on Outlot 3 for the purpose of providing controlled access to the Properties (herein the "Entrance Gates") in accordance with rules established by the Association.

3. Declarant hereby grants, reserves and declares Outlot 3 and the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Association, to construct, maintain, repair, remove and replace the Entrance Gate and Boundary Fence, respectively. Without limitation of the rights and easements granted by this Declaration, the Declarant and the Association may come upon Outlot 3 and any of the Boundary Lots for the purpose of constructing, repairing, maintaining, removing and replacing the Entrance Gates and Boundary Fence, respectively.

5

4. Declarant plans to construct a walkway (the "Walk") extending between Outlot 3 and Outlot 2, generally along, and within ten (10) feet on either side of, the boundary line of Lots 4 and 5, and continuing along Outlot 1 south of Outlot 3.

5. Declarant hereby grants, reserves and declares that Lots 4 and 5 are subject to a permanent and exclusive right and easement in favor of Declarant and the Association to use the Walk, and to construct, maintain, repair, remove and replace the Walk. Without limitation of the rights and easements granted by this Declaration, the Declarant and the Association may come upon Lots 4 and 5 for the purpose of constructing, repairing, maintaining, removing and replacing the Walk.

6. 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 that the Association has failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to 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 the Boundary Fence, Entrance Gates, Walk and any Common Facilities for the general use, benefit and enjoyment of the members

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 Four Seasons Linden Estates; and the protection and maintenance of the residential character of Four Seasons Linden Estates.

2. Membership in Association:

A. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

B. The Declarant shall be the sole voting Member of the Association for the five (5) year period commencing on the date of this Declaration and shall thereafter cease being a Voting Member except to the extent that the Declarant is an Owner, in which event he shall be a Voting Member in the Association and shall be entitled to all of the benefits, including the voting privileges to the same extent as all other Owners. The Owner of each Lot shall be a Non-voting Member of the Association for the five (5) year period commencing on the date of this Declaration and after such five (5) year period shall be a Voting Member of the Association. Except as otherwise required by law, Non-voting Members of the Association shall have no voting rights. Subsequent to the five (5) year period commencing on the date of this Declaration, the Owner of each Lot, whether one or more persons and entities, shall be a Voting Member and shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. 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.

6

4. 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.

5. Mandatory duties of the Association.

A. The Association shall maintain and repair any signs which may be installed at the entrance or the exterior of the Four Seasons Linden Estates subdivision in generally good and neat condition.

B. The Association shall construct, operate, maintain, repair, and replace as necessary the Walk, Boundary Fence and Entrance Gates.

C. The Association shall construct, operate, maintain, repair, and replace all existing and proposed Common Facilities.

6. The Association may fix, levy and charge the Owner of each Assessable Lot with dues and assessments (herein referred to collectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided herein, 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.

7. 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 all dues and assessments in respect of any Lot owned by Declarant.

8. 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

7

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.

9. 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, Responsibilities and Duties of the Association described in Section 4 and 5 of this Article.

10. Unless excess dues have been authorized by the Members in accordance with Section 13, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Three Thousand and No/100 Dollars (\$3,000) per Assessable Lot, which shall be billed in advance in equal monthly installments of Two Hundred Fifty and No/100 Dollars (\$250.00).

B. In each calendar year beginning on January 1, 2000, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

11. The Board of Directors of the Association may from time to time levy an assessment or assessments against Assessable Lots for the purpose of defraying and paying in whole, the costs and expenses incurred by the Association for the operation, repair, maintenance, improvement, replacement, or removal of the Boundary Fence and Entrance Gates ("Exterior Feature Assessments").

12. In addition to the dues and Exterior Feature Assessments, the Board of Directors may levy an assessment or assessments against Assessable Lots 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.

13. With the approval of seventy-five percent (75%) of the Voting Members of the Association, the Board of Directors may establish dues and assessments in excess of any maximums otherwise established in this Declaration.

14. Until the Declarant has transferred title of ten (10) Lots to parties other than the Declarant, all assessments under Section 11 and 12 of this Article shall be fixed and apportioned fifty percent (50%) to Assessable Lots owned by all other Owners and fifty percent (50%) to Declarant. Thereafter, assessments shall be fixed at a uniform rate to all Assessable Lots, but dues may be abated as to individual Assessable Lots, as provided in Section 7 of this Article.

15. 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 the 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.

16. Any installment of dues and assessments which is not paid when due shall be delinquent. Delinquent dues or assessments 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 for herein by nonuse of the Common Area or abandonment of his 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.

17. 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 money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

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, 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. 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 developer of the Four Seasons Linden Estates 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 21 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 only on property owned by the Association.

C. Removal of snow from drives, front walks and stoops only, as determined by guidelines set forth by the Board of Directors.

D. Removal of trash no less often than weekly.

E. Exterior window washing two (2) times per year.

2. 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 GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein 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 provision of this Declaration either to prevent or restrain any violation or to recover damages arising from 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 the 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 the 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, provided, however, such amendment may further require the consent of Horgan Development Company, the developer of Linden Estates 2nd Addition. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. By the 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 Four Seasons Linden Estates subdivision and the Owner requesting the waiver, provided, however, such waiver, modification or amendment shall further require the consent of Horgan Development Company, the developer of Linden Estates 2nd Addition. 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, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidity 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 undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions as of the date and year first above written.

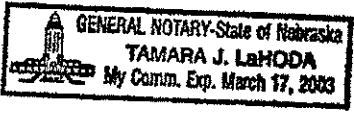
"Declarant"

McNEIL COMPANY, INCORPORATED, a Nebraska corporation

By: *Patrick G. McNeil*
Patrick G. McNeil, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of September, 1999, by Patrick G. McNeil, President of McNeil Company, Incorporated, a Nebraska corporation, on behalf of the corporation.



Tamara J. LaHoda
Notary Public

31131



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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 SEP 30 PM 3:48

RECEIVED

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
FOUR SEASONS LINDEN ESTATES,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKAFEE 59.80 FB MC-12988
BKP C/O COMP BA
SCAN ds FV

This Declaration is made as of the ___ day of September, 1999, by McNeil Company, Incorporated, a Nebraska corporation, referred to herein as the "Declarant."

WITNESSETH:

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

Lots 1 through 28, inclusive, and Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lots 174 through 178, inclusive, and Lot 194 Linden Estates 2nd Addition, and also Lots 1 and 2, Village of Linden Estates, together with the abutting 143rd Street and 143rd Avenue as dedicated in Linden Estates 2nd Addition, subdivisions as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Four Seasons Linden Estates, and for the maintenance of the character and residential integrity of Four Seasons Linden Estates;

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 not owned by Declarant upon which shall be erected a single family residence the construction of which is substantially complete.
2. "Association" shall mean and refer to Four Seasons Linden Estates Owners Association, a Nebraska not-for-profit corporation, and its successors and assigns.
3. "Common Facilities" may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, paths, ways and green areas; sanitary sewers and related improvements; signs, entrances and entrance gates; and streetlights. 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 and improvement district.
4. "Declarant" shall mean and refer to McNeil Company, Incorporated, and its successors and assigns.
5. "Lot" shall mean and refer to each platted lot (excluding Outlots) shown upon the recorded subdivision map of the Properties, as amended.
6. "Outlot" shall mean Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding 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.

JDB

GAINES, MULLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

8. "Properties" shall mean and refer to:

Lots 1 through 28, inclusive, and Outlots 1, 2 and 3, Four Seasons Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lots 174 through 178, inclusive, and Lot 194 Linden Estates 2nd Addition, and also Lots 1 and 2, Village of Linden Estates, together with the abutting 143rd Street and 143rd Avenue as dedicated in Linden Estates 2nd Addition, subdivisions 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. No Lot or Outlot shall be used other than for single-family residential purposes, except for such Lots or Outlots 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 or park, or for other non-profit use. Without limitation of the foregoing, no Lot or Outlot shall be used for commercial or business uses, or for group or foster type homes or other non-single-family use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, tree house, flag pole, antenna, satellite receiving station or dish, solar heating or cooling device, tool shed, windmill, 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 Four Seasons Linden Estates and Linden Estates 2nd Addition subdivisions, 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. 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 structure shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling for single family which does not exceed two and one-half stories in height, exclusive of basement level.

4. The exposed foundation walls of all residential structures must be constructed of or faced with brick or simulated brick, stone or other material approved by Declarant. 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 cedar shakes or other shingles approved by Declarant. Hardboard, pressed wood, bonded wood, and the like 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." Use of the Lots for business purposes is prohibited. The Lots shall not 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, this 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 satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over-the-air programming signals that does not exceed one meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant.

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, four-wheeler, wave-runner 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.

9. No incinerator or 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 unless completely screened from view and 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 clothesline 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 shall be constructed on a Lot without the approval of Declarant pursuant to Paragraph 2 of this Article. The Declarant shall establish a uniform design for brick and wrought iron fences on all Lots consisting exclusively of wrought iron and/or wrought iron and brick columns at least four feet (4') in height, unless another design or material is approved in writing by the Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line of each Lot, unless otherwise approved by Declarant. No fence or wall may exceed a height of six (6) feet unless otherwise approved by Declarant.

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

13. 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.

14. 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.

15. 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. Doghouses 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 on any Lot. No livestock or agricultural-type animals shall be allowed on any Lot, including pot-bellied pigs.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any 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, 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.

17. 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.

18. 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 the Properties to any Lot without the written approval of Declarant.

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

20. 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.

21. 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 or more. 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 front ten (10) feet of 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.

22. 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.

23. 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 AND WALKWAY

1. Declarant plans to construct boundary fences along the boundaries of certain Lots (collectively the "Boundary Fence"). The Boundary Fence will be situated along the easterly most boundary line of Lot 1 to the emergency gate on Outlot 3 and extending west approximately ten (10) feet, and along the northerly most boundary line of Lots 1, 9, 10, and 28 extending south approximately ten (10) feet. Each of such Lots are collectively referred to herein as the "Boundary Lots."

2. Declarant shall construct an entrance gate and emergency gate on Outlot 3 for the purpose of providing controlled access to the Properties (herein the "Entrance Gates") in accordance with rules established by the Association.

3. Declarant hereby grants, reserves and declares Outlot 3 and the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Association, to construct, maintain, repair, remove and replace the Entrance Gate and Boundary Fence, respectively. Without limitation of the rights and easements granted by this Declaration, the Declarant and the Association may come upon Outlot 3 and any of the Boundary Lots for the purpose of constructing, repairing, maintaining, removing and replacing the Entrance Gates and Boundary Fence, respectively.

4. Declarant plans to construct a walkway (the "Walk") extending between Outlot 3 and Outlot 2, generally along, and within ten (10) feet on either side of, the boundary line of Lots 4 and 5, and continuing along Outlot 1 south of Outlot 3.

5. Declarant hereby grants, reserves and declares that Lots 4 and 5 are subject to a permanent and exclusive right and easement in favor of Declarant and the Association to use the Walk, and to construct, maintain, repair, remove and replace the Walk. Without limitation of the rights and easements granted by this Declaration, the Declarant and the Association may come upon Lots 4 and 5 for the purpose of constructing, repairing, maintaining, removing and replacing the Walk.

6. 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 that the Association has failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to 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 the Boundary Fence, Entrance Gates, Walk and any Common Facilities for the general use, benefit and enjoyment of the members

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 Four Seasons Linden Estates; and the protection and maintenance of the residential character of Four Seasons Linden Estates.

2. Membership in Association:

A. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

B. The Declarant shall be the sole voting Member of the Association for the five (5) year period commencing on the date of this Declaration and shall thereafter cease being a Voting Member except to the extent that the Declarant is an Owner, in which event he shall be a Voting Member in the Association and shall be entitled to all of the benefits, including the voting privileges to the same extent as all other Owners. The Owner of each Lot shall be a Non-voting Member of the Association for the five (5) year period commencing on the date of this Declaration and after such five (5) year period shall be a Voting Member of the Association. Except as otherwise required by law, Non-voting Members of the Association shall have no voting rights. Subsequent to the five (5) year period commencing on the date of this Declaration, the Owner of each Lot, whether one or more persons and entities, shall be a Voting Member and shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. 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.

4. 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.

5. Mandatory duties of the Association.

A. The Association shall maintain and repair any signs which may be installed at the entrance or the exterior of the Four Seasons Linden Estates subdivision in generally good and neat condition.

B. The Association shall construct, operate, maintain, repair, and replace as necessary the Walk, Boundary Fence and Entrance Gates.

C. The Association shall construct, operate, maintain, repair, and replace all existing and proposed Common Facilities.

6. The Association may fix, levy and charge the Owner of each Assessable Lot with dues and assessments (herein referred to collectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided herein, 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.

7. 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 all dues and assessments in respect of any Lot owned by Declarant.

8. 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.

9. 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, Responsibilities and Duties of the Association described in Section 4 and 5 of this Article.

10. Unless excess dues have been authorized by the Members in accordance with Section 13, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Three Thousand and No/100 Dollars (\$3,000) per Assessable Lot, which shall be billed in advance in equal monthly installments of Two Hundred Fifty and No/100 Dollars (\$250.00).

B. In each calendar year beginning on January 1, 2000, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

11. The Board of Directors of the Association may from time to time levy an assessment or assessments against Assessable Lots for the purpose of defraying and paying in whole, the costs and expenses incurred by the Association for the operation, repair, maintenance, improvement, replacement, or removal of the Boundary Fence and Entrance Gates ("Exterior Feature Assessments").

12. In addition to the dues and Exterior Feature Assessments, the Board of Directors may levy an assessment or assessments against Assessable Lots 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.

13. With the approval of seventy-five percent (75%) of the Voting Members of the Association, the Board of Directors may establish dues and assessments in excess of any maximums otherwise established in this Declaration.

14. Until the Declarant has transferred title of ten (10) Lots to parties other than the Declarant, all assessments under Section 11 and 12 of this Article shall be fixed and apportioned fifty percent (50%) to Assessable Lots owned by all other Owners and fifty percent (50%) to Declarant. Thereafter, assessments shall be fixed at a uniform rate to all Assessable Lots, but dues may be abated as to individual Assessable Lots, as provided in Section 7 of this Article.

15. 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 the 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.

16. Any installment of dues and assessments which is not paid when due shall be delinquent. Delinquent dues or assessments 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 for herein by nonuse of the Common Area or abandonment of his 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.

17. 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 money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

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, 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. Any trees, shrubs, bushes, or exterior landscaping

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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 developer of the Four Seasons Linden Estates 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 21 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 only on property owned by the Association.

C. Removal of snow from drives, front walks and stoops only, as determined by guidelines set forth by the Board of Directors.

D. Removal of trash no less often than weekly.

E. Exterior window washing two (2) times per year.

2. 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 GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein 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 provision of this Declaration either to prevent or restrain any violation or to recover damages arising from 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 the 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 the 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, provided, however, such amendment may further require the consent of Horgan Development Company, the developer of Linden Estates 2nd Addition. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. By the 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 Four Seasons Linden Estates subdivision and the Owner requesting the waiver, provided, however, such waiver, modification or amendment shall further require the consent of Horgan Development Company, the developer of Linden Estates 2nd Addition. 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, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidity 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 undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions as of the date and year first above written.

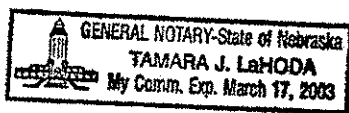
"Declarant"

McNEIL COMPANY, INCORPORATED, a Nebraska corporation

By: Patrick G. McNeil
Patrick G. McNeil, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of September, 1999, by Patrick G. McNeil, President of McNeil Company, Incorporated, a Nebraska corporation, on behalf of the corporation.



Tamara J. LaHoda
Notary Public

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