



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-05156

2003 JAN 30 P 4:06 PM

Glenn J. Downing
REGISTER OF DEEDS

Counter Sny Sn
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 6.00
Ck Cash Chg
15514

January 2, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication and the Restrictive Covenants filed against Lakewood Villages, an Addition as surveyed, platted and recorded in Sarpy County, Nebraska, over, upon, along and above the following described real estate:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of lots Three (3) and Four (4), of Lakewood Villages.

Said Plat and Dedication filed for record September 6, 1996 as Instrument Number 1996-18186, in the office of the Register of Deeds in Sarpy County, Nebraska.

Said Restrictive Covenants filed for record February 24, 2000 as Instrument Number 2000-04094 in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 2nd day of January, 2003.
OMAHA PUBLIC POWER DISTRICT

Mike Searle
Approved by Engineering

Lawrence K. Troutman
Lawrence K. Troutman - Manager
Transmission Engineering

STATE OF NEBRASKA)

)ss.

COUNTY OF DOUGLAS)

On this 2nd day of January, 2003, before me the undersigned, a Notary Public in and for said county personally came Lawrence K. Troutman - Manager of Transmission Engineering, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.

Randy J. DeGeorge
NOTARY PUBLIC

hgm
ASSOCIATES INC.

ENGINEERING
ARCHITECTURE
SURVEYING

Christopher A. Cain, P.E.

5022 S. 114TH STREET, SUITE 200
OMAHA NEBRASKA 68137-2330
(402) 343-7559
(402) 343-0224 FAX
(800) 332-1005 * E-MAIL: ccain@hgmonline.com

640 FIFTH AVENUE, P.O. BOX 919
COUNCIL BLUFFS, IOWA 51602-0919
(712) 323-0530
FAX (712) 323-0779

GENERAL NOTARY-State of Nebraska
RANDY J. DeGEORGE
My Comm. Exp. June 12, 2004

05156

RJR
3/13

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2003-05154

2003 JAN 30 P 4:06

Glenn J. Dowling

REGISTER OF DEEDS

Counter *Sm Sm*

Verify *AK*

D.E. *AK*

Proof *a*

Fee \$ 6.00

Ck Cash Chg

15514

Recording information above

ROW# _____ NECWO-3-01 _____

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that QWEST CORPORATION, a Colorado Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), whose address is 1801 California St., Suite 5200, Denver, CO 80202, hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

A FIVE (5) FOOT UTILITY EASEMENT ON EACH SIDE OF THE COMMON LOT LINE BETWEEN LOTS 3 AND 4, LAKEWOOD VILLAGES, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY.

SAID FINAL PLAT AND DEDICATION WAS RECORDED SEPTEMBER 6, 1996, AS INSTRUMENT# 1996-18186, IN THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

SAID RESTRICTIVE COVENANTS FILED FOR RECORD FEBRUARY 24, 2000, AS INSTRUMENT# 2000-04094, IN THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 7TH day of JANUARY, 2003

QWEST CORPORATION
A COLORADO CORPORATION

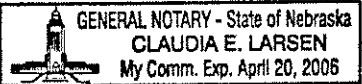
BY: *Kimberly R. Jirovsky*
TITLE: KIMBERLY R. JIROVSKY, DESIGN ENGINEER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7TH DAY OF JANUARY, 2003, BY Kimberly R. Jirovsky, Design Engineer FOR QWEST CORPORATION, A COLORADO CORPORATION, ON BEHALF OF SAID CORPORATION.

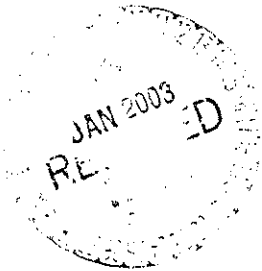
Claudia E. Larsen
Notary Public



(SEAL)

R+R Christopher Cain
1 of 3 5022 S. 114 St Ste 200
Olmata, Ne 68137-2330

05154



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-05155

2003 JAN 30 P 4:06 P

Sharon J. Dowling
REGISTER OF DEEDS

Counter Sm Sm
Verify AD
D.E. AK
Proof A
Fee \$ 6.00
Ck Cash Chg
15514

January 6, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS INC. for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication and the Restrictive Covenants filed against Lakewood Villages, an Addition as surveyed, platted, and recorded in Sarpy County, Nebraska, over, upon, along, and above the following described property:

A strip of land Ten foot (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots Three (3) and Four (4), of Lakewood Villages.

Said Plat and Dedication filed for record September 6th, 1996 as Instrument number 1996-18186, in the office of the Register of Deeds, Sarpy County, Nebraska.

Said Restrictive Covenants filed for record February 24th, 2000 as Instrument Number 2000-04094, in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 6th day of January, 2003.

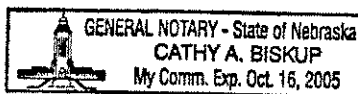
[Signature]
Approved by Engineering

COX COMMUNICATIONS, INC.
[Signature]
Joe Seda - V. P.
Network Operations

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On this 6th day of JANUARY, 2003, before me the undersigned, a Notary Public in and for said County personally came Joe Seda - V. P. Network Operations, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



Cathy A. Biskup
NOTARY PUBLIC

243
Christopher Cain
5022 S. 114 St Ste 200
Omaha, Ne 68137-2330

05155

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-04094
2000 FEB 24 PM 2:29
Glenn J. Dowling
REGISTER OF DEEDS

Counter mm
Verify AK
D.E. ew
Proof mm
Fee \$ 27.00
Ck Cash Chg

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LOTS 1, 2, 3 AND 4 LAKEWOOD VILLAGES

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1, 2, 3 and 4 in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all of lots 1, 2, 3 and 4 in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- C. "Lots" shall mean and refer to Lots 1, 2, 3 and 4 Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and any lots created by a subdivision of said Lots, if any.
- D. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II
ARCHITECTURAL CONTROL

A. No building, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on the Lots, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lots boundary lines, quality of construction, size and suitability as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR BUILDINGS

A. Buildings will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with the residential character of Lakewood Villages in the opinion of the Architectural Control Committee in its sole and absolute discretion.

B. All buildings on the Lot shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

C. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor the Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

D. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on the Lots. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on the Lots, except that dogs, cats, or other household pets maintained within the building may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lots of their owner and are not permitted to run loose outside the Lot of the Owner.

E. No incinerator, or trashburner shall be permitted on the Lots. No garbage, trash can or container shall be permitted to remain outside of any building unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any building except while in actual use.

F. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lots, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of the Lots shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

G. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on the Lots when construction is started on the main structure intended for such Lots. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

H. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lots at any time.

I. No noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

J. A building on which construction has begun must be completed within one (1) year from the date the foundation was dug for said building.

K. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on the Lot unless approved by the Architectural Control

2000-04094C

Committee in writing. No advertising sign or posters of any kind shall be erected or placed on said Lots, unless approved by the Architectural Control Committee in writing.

L. None of said Lots shall be subdivided, split or in any manner combined with any other Lots, or portion of any other Lots, without approval of the Architectural Control Committee in writing.

M. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future Owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to building shall be underground.

ARTICLE V GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. 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 it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventh-five percent (75%) of the lots in the Properties.

2000-04094D

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10th day of February, 2000.

DECLARANT:

LAKEWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE-LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner

BY: DODGE LAND CO., a Nebraska corporation
And one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation and one
Of two members of the Joint Venture

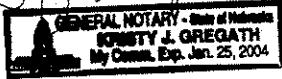
BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of February, 2000, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation and one of two members of the Joint Venture and President of Lots, Inc., a Nebraska corporation and one of two members of Dodge-Lots Joint Venture, a Nebraska joint venture, which joint venture is the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporations, the Joint Venture, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

Keisty J. Gregath
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-05154

2003 JAN 30 P 4:06 PM

Glenn J. Downing
REGISTER OF DEEDS

Counter *Smy Sm*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 6.00
Ck Cash Chg
15514

Recording information above

ROW# NECWO-3-01

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that QWEST CORPORATION, a Colorado Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), whose address is 1801 California St., Suite 5200, Denver, CO 80202, hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

A FIVE (5) FOOT UTILITY EASEMENT ON EACH SIDE OF THE COMMON LOT LINE BETWEEN LOTS 3 AND 4, LAKEWOOD VILLAGES, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY.

SAID FINAL PLAT AND DEDICATION WAS RECORDED SEPTEMBER 6, 1996, AS INSTRUMENT# 1996-18186, IN THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

SAID RESTRICTIVE COVENANTS FILED FOR RECORD FEBRUARY 24, 2000, AS INSTRUMENT# 2000-04094, IN THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 7TH day of JANUARY, 2003

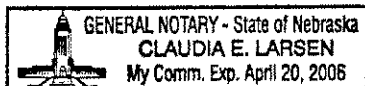
QWEST CORPORATION
A COLORADO CORPORATION

BY: *Kimberly R. Jirovsky*
TITLE: KIMBERLY R. JIROVSKY, DESIGN ENGINEER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7TH DAY OF JANUARY, 2003, BY Kimberly R. Jirovsky, Design Engineer FOR QWEST CORPORATION, A COLORADO CORPORATION, ON BEHALF OF SAID CORPORATION.



(SEAL)

Claudia E. Larsen
Notary Public

RJR Christopher Cain
1 of 3 5022 S. 114 St Ste 200
Omaha, Ne 68137-2330

05154

99-009244

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-009244
99 MAR 31 AM 9: 29
Sharon J. Lawding
REGISTER OF DEEDS

Counter D
Verify J
D.E. W
Proof JK
Fee \$ 55.00
Ck Cash Chg

RESERVATION OF LANDSCAPE EASEMENTS

THIS RESERVATION OF LANDSCAPE EASEMENTS made this 12th day of March, 1999, by Lakewood Villages Limited Partnership, a Nebraska limited partnership (referred to herein as ("LVLP")),

WHEREAS, LVLP owns certain lots in Lakewood Villages, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded ("Lakewood Villages"), and

WHEREAS, on certain lots in Lakewood Villages, LVLP desires to reserve permanent landscaping easements as shown herein,

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the following easements are hereby reserved:

1. Reservation of Easements. LVLP hereby reserves for itself, and its successors and assigns, and all of the owners of Lots 5A through 49B, inclusive, in Lakewood Villages, and their successors and assigns, permanent landscaping easements on those properties described as follows:

The southeasterly 20 feet of Lots 19A through 38A, inclusive, in Lakewood Villages as shown on the final plat of Lakewood Villages (the "Easement Area").

2. Purpose of Easements. LVLP shall install the initial trees and landscaping within the Easement Area. The scope and purpose of said permanent easements is for the care and maintenance of the trees and landscaping within the Easement Area. Each owner of a Lot on which there is said easement shall be responsible at his or her cost for the care and maintenance of the trees and/or landscaping on his or her Lot and for the replacement of any dead trees or landscaping on his or her Lot with new trees and landscaping of the same size or type as the dead trees and landscaping. Provided, however, during the first year after the date this document is executed, LVLP shall, at its expense, replace dead trees and landscaping within the Easement Area on all of the Lots with the same type and size of the dead trees and landscaping. In addition, the owner of said Lot shall be responsible at his or her sole expense for mowing the grass on the easement on his or her Lot within the Easement Area.

3. Fences. No fences shall be installed on said permanent easements within the Easement Area.

4. Right of LVLP and Its Successors. LVLP and its successors and assigns, and any Homeowners' Association, whose membership includes no less than fifty percent of the owners of Lots 5A through 49B, inclusive, in Lakewood Villages, shall have the full and continuing right but not the obligation to enter upon said easements for the purpose of caring for or maintaining such trees and landscaping or replacing dead trees or landscaping. In the event such entry is made, then care and maintenance of the trees and landscaping and the replacement of dead trees done during such entry shall be at the expense of the entering party, i.e., LVLP and its successors or assigns or the Homeowners' Association and its successors and assigns. However such action shall not be construed to otherwise relieve the owner of any responsibility created by this easement.

5. Description of Trees. When a description of each of the trees and landscaping presently on, or to be installed on, the Easement Area of each Lot is prepared, it shall be deemed to be attached to and become a part of this Reservation of Landscape Easements even though this Reservation of Landscape Easements is already recorded in the Register of Deeds office of Sarpy County, Nebraska. Said description shall be also recorded in the

R+R
1092
Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

009244

99-009244A

Register of Deeds office, Sarpy County, Nebraska, and shall be deemed to be attached hereto upon the date it is so recorded.

6. Term of Easement. The term of said easements shall continue forever.

7. Amendments. This Reservation of Landscape Easements may be amended by LVLP and its successors or assigns, in its sole and absolute discretion, for a period of five (5) years following the date this Reservation of Landscape Easements was executed.

8. Binding Effect. This document shall be binding upon LVLP, its successors and assigns, and all of the owners of Lots on which said permanent easements are located, and their successors and assigns.

Dated the date above written.

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
a Nebraska limited partnership

BY: DODGE LOTS JOINT VENTURE, a Nebraska
joint venture, the sole general partner

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

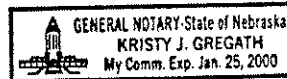
BY: [Signature]
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 12th day of March, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Reservation of Landscape Easements as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

Witness my hand and official seal the day and year last above written.

Kristy J. Gregath
Notary Public



2001-24978B

those areas where trees are preserved. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line.

Article VI. Easements and Licenses Paragraph D. is hereby added and reads as follows:

D. "Lakeshore Easement." On each Lakeshore Lot there is a Lakeshore Easement granted to the Association on the thirty-five (35) feet of said Lots adjacent to the Lake Area. Said easement was granted by separate document on August 2, 2001 and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article VII. Covenants Relating To Telephone Company Paragraph A. is hereby amended to read as follows:

A. In the event that ninety percent (90%) of lots 5a through 260, inclusive, in Lakewood Villages, are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said lots, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City of Bellevue or other appropriate governmental authority.

3. Except as modified herein all other provisions of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2001.

DECLARANT:

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

By: DODGE-LOTS JOINT VENTURE
A Nebraska joint venture,
The sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
And one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
Of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and President of Lots, Inc., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture and the limited partnership.

Witness my hand and official seal the day and year last above written.



Kristy J. Gregath
Notary Public

99-03876-A

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES - TOWNHOME LOTS

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 5A through 49B, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 5A through 49B, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 5A through 49B, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

99-05876 B

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

99-05876C

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Duplex Townhome Lots. Lots 5A through 49B, inclusive, shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one attached single family dwelling, attached at the common lot line between the a and b sides of the same numbered Lot.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,100 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,500 square feet of total Living Area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

99-05876 D

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

99-05876 E

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

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18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and

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other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 5a through 179, inclusive, in Lakewood Villages are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. 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 it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof.

99-05876H

Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Lake Area. Lakewood Villages includes a Lake Area (Outlots 1, 2, 2A and 2B) which includes two lakes and land adjacent to the lakes. This Lake Area is a private area owned by the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation ("the Association"). The Association has the responsibility to maintain the Lake Area and related facilities and has the right to determine who may use the Lake Area and the terms and conditions under which it may be used, or to restrict the use of the Lake Area to members of the Association only.

D. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 9th day of February, 1999.

DECLARANT:

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner

BY: DODGE LAND CO., a Nebraska corporation
and one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

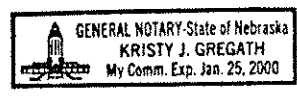
99-05876I

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 9th day of February, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

Witness my hand and official seal the day and year last above written.

Kristy J. Gregath
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
~~99-007774~~
99 MAR 17 2:52 PM
Henry J. Dawkins
REGISTER OF DEEDS

99-07774
Counter DA
Verify S
D.E. _____
Proof M
Fee \$ 20.50
Ok Cash Imp

EASEMENT

THIS EASEMENT made this 12th day of March, 1999, by and between Dodge-Lots Joint Venture, a Nebraska joint venture (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 180 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing storm sewers in a subdivision known as Lakewood Villages in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs certain permanent easements for a drainage way and storm sewer on property owned by the Grantor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following is agreed between the Grantor and Grantee herein.

1. Grant of Easements. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, permanent easements for construction and maintenance of a drainage way and storm sewer over portions of the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 31, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, as shown on Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference.

2. Scope and Purpose of Easements. The scope and purpose of these easements is for permanent easements for a drainage way swale and storm sewer over and under said property. The Grantee shall have the full right and authority to enter upon these easements for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way swale and storm sewer. The portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence shall be constructed across or on the drainage way swale.

3. Consideration for Easements. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.

4. Term of Easements. These easements shall be perpetual.

5. Make Good Any Damages. By accepting and recording these easements, the Grantee agrees to make good or cause to make good to the owner of the property on which said easements are located all damage that may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent

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Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Sta. 300
Omaha, NE 68114

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construction on said easements is completed, the property shall be returned to the same condition it was prior to any work done on the easements.

6. Lawful Authority. The Grantor herein for itself, its successors and assigns, does hereby covenant and agree with said Grantee, its successors and assigns, that the Grantor is lawfully seized of said properties, and that the Grantor has the right and lawful authority to grant said easements, and the Grantor further warrants and defends said easements against the claims of all persons whomsoever.

7. Binding Effect. These easements shall be binding upon the successors and assigns of the Grantor and Grantee.

DATED the day above written.

GRANTOR:

By: DODGE-LOTS JOINT VENTURE,
a Nebraska joint venture

By: DODGE LAND CO., a Nebraska
corporation, one of two members of the
Joint Venture

By: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

By: LOTS, INC., a Nebraska corporation
one of two members of the Joint Venture

By: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 12th
day of March, 1999, by W. L. Morrison, Jr., as President of Dodge Land
Co., a Nebraska corporation, and Lots, Inc., a Nebraska corporation, which
corporations are the sole members of Dodge-Lots Joint Venture, a Nebraska
joint venture.

Kristy J. Gregath
Notary Public



RELEASE OF EASEMENT

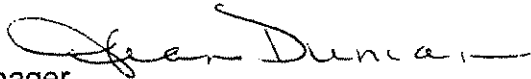
For the consideration of One Dollar and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, U S WEST COMMUNICATIONS hereby release unto the owners of the subject property, their successors and assigns, all of its rights, title and interest in and to that following described property situated in Sarpy County, Nebraska

A 5 foot easement on each side of the common lot lines between lots 5A and 5B, 6A and 6B, 7A and 7B, 8A and 8B, 9A and 9B, 10A and 10B, 11A and 11B, 12A and 12B, 13A and 13B, 14A and 14B, 15A and 15B, 16A and 16B, 17A and 17B, 18A and 18B, 19A and 19B, 20A and 20B, 21A and 21B, 22A and 22B, 23A and 23B, 24A and 24B, 25A and 25B, 26A and 26B, 27A and 27B,, 28A and 28B, 37A and 37B, 38A and 38B, 39A and 39B, 40A and 40B, 41A and 41B, 42A and 42B, 43A and 43B, 44A and 44B, 45A and 45B, 46A and 46B, 47A and 47B, 48A and 48B, 49A and 49B, with the exception of the front most 5' of each of these common lot lines thereby reserving a continuous 5' front easement across each of these lots, located in Lakewood Villages, a subdivision in Sarpy County, Nebraska. Said easement granted by plat and dedication filed for record September 6, 1996 at instrument number 96-18186 in the office of the Register of Deeds, Sarpy County, Nebraska.

And hereby expressly excepting and reserving to the Telephone Company any and all interest otherwise acquired in said property, except as above stated.

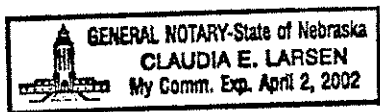
IN WITNESS WHEREOF, the corporation has caused these presents to be executed by its duly authorized officers this 14th day of February, 2000.

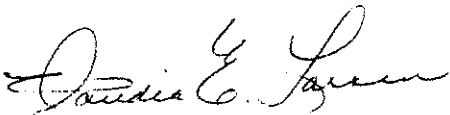
U S WEST COMMUNICATIONS, INC.

By 
Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF WASHINGTON)

On this 14th day of February, 2000, before me, a Notary Public in and for said county, personally appeared Jean Duncan, and known to me to be the person described in, and who executed the within instrument, and acknowledged to me that.




Notary Public

Filed For Record 8-3-01 at 12:46 P.M.
Instrument # 2001 24301
Lloyd J. Dowding Register of Deed Sarpy Cty, NE

Counter SW
Verify FW D
D.E. JW
Proof NK
Fee \$ 23.00
Ck Cash Chg
15403 STAMP COPY

Lakeshore Easements on Lots 180 through 205, inclusive,
In Lakewood Villages

WHEREAS, Lakewood Villages Limited Partnership, a Nebraska Limited Partnership, (herein referred to as the "Grantor"), is the owner of Lots 180 through 205, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (herein referred to as the "Lakeshore Lots") desires to grant certain easements on the Lakeshore Lots to the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska corporation (herein referred to as the "Grantee").

NOW THEREFORE, the Grantor hereby grants the following easements to the Grantee:

1. Grant of Lakeshore Easements. The Grantor hereby grants to the Grantee certain easements as follows: On each Lakeshore Lot there is hereby granted to the Grantee a lakeshore and lake water storage easement. Said easement is thirty-five (35) feet wide and commences on the common boundary line between the Lake Area outlots (Outlots 1, 2, 2A, 2B, 2C and 2D) and each Lakeshore Lot and runs thirty-five (35) feet into each Lakeshore Lot, all along the common boundary between the Lake Area outlots and each Lakeshore Lot. Said easements shall herein be referred to as the "Lakeshore Easements".

2. Purpose of Easements. The purpose of said Lakeshore Easements is to provide for lake water storage on portions of the easement area of the Lakeshore Lots and to grant to the Grantee control and jurisdiction for all purposes of the entire lake surface area and lake shoreline, including the Lake Area outlots and the Lakeshore Easement area. The Grantee shall have the continuing right of ingress and egress in the Lakeshore Easements for the purpose of inspection, maintenance and stabilization of the lake shoreline.

3. Term of Easements. The term of said easements is forever.

4. Limitation on Use of the Easement Areas. No clearing, trimming or cutting of trees, building, fencing or construction of any kind or nature will be allowed upon said Lakeshore Easements without the prior written consent of the Grantee, or its successors or assigns.

5. Easements Shall Be Effective Even If the Grantee Is Not Yet Organized. In the event the Grantee is not organized at the time this signed document is recorded, nevertheless, the Lakeshore Easements shall be binding upon the Grantor, and its successors and assigns, and shall immediately benefit the Grantee upon the organization of said corporation.

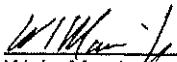
6. Binding Effect. This document shall be binding upon the Grantor and its successors and assigns and shall benefit the Grantee and its successors and assigns.

Dated this 2nd day of August, 2001.

Grantor:
Lakewood Villages Limited Partnership,
A Nebraska limited partnership


By: Dodge-Lots Joint Venture,
a Nebraska joint venture,
the sole general partner

By: Dodge Land Co.,
A Nebraska corporation and one of two
Members of the Joint Venture



W. L. Morrison, Jr., President

By: Lots, Inc., a Nebraska corporation,
and One of two members of the Joint
Venture

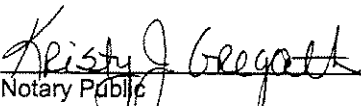


W. L. Morrison, Jr., President

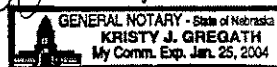
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and President of Lots, Inc., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture and the limited partnership.

Witness my hand and official seal the day and year last above written.



Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001 24978
2001 AUG -8 P 12: 13 PM

REGISTER OF DEEDS

Counter RS
Verify [Signature]
D.E. [Signature]
Proof m
Fee \$ 168.50
Ck Cash Chg
28⁰⁰ 5404 140.50 mca

DECLARATION OF ADDITIONAL LAKE LOTS
AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES-LAKE LOTS

Whereas, said Declaration of Covenants, Conditions, and Restrictions for Lakewood Villages-Lake Lots, herein the "Covenants", provided for formation of the Association and for the addition of certain Lots and Membership in the Association for the Owners of said Lots, and

Whereas, Article I. Paragraph J. of the Covenants provided for "Additional Lake Lots" and those lots, to be known as "Lakeshore Lots", have now been developed, and

Whereas, Article V. Paragraph B. of the Covenants provided for the Owners of those Lakeshore Lots to be Members of the Association, with such rights, privileges, and obligations of Membership as are provided in the Covenants for Owners of Lake Lots, and

Whereas, the undersigned is the Owner of more than 75% of the Lake Lots as provided in the Covenants, and

Whereas, the Declarant is the owner of the following described real property:

Lots 180 through 205, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska,

Now, Therefore, the undersigned declares certain lots to be Additional Lake Lots and amends the Covenants as outlined below:

1. Lots 180 through 205, inclusive, in Lakewood Villages, are hereby designated as the Additional Lake Lots, and are hereby made subject to the Covenants, as amended herein.
2. The Covenants are hereby amended as follows:

Article I. Definitions Paragraph C. is hereby amended to read as follows:

C. "Properties" shall mean and refer to all of Lots 136 through 179, inclusive, and 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Article I. Definitions Paragraph D. is hereby amended to read as follows:

D. "Lake Lot(s)", except as referred to in Article VI. Paragraph C., shall mean and refer to each of Lots 136 through 179, inclusive, and Lots 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. However, whenever reference is made to "Lakeshore Lots" this shall mean only Lots 180 through 205, inclusive, in Lakewood Villages. When reference is made to Lake Lot in Article VI. Paragraph C., this shall mean only Lots 136 through 179, inclusive, in Lakewood Villages.

Article I. Definitions Paragraph G. is hereby amended to read as follows:

G. "Lake Area" shall mean and refer to Outlots 1, 2, 2A, 2B, 2C and 2D in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2001-24978A

Article I. Definitions Paragraph I. is hereby amended to read as follows:

I. "Shoreline Easement" shall mean the easements herein granted to the Association on the rear twenty (20) feet of Lots 136 through 179, inclusive, to provide for shoreline maintenance and temporary water storage when necessary to accommodate storm water accumulation.

Article I. Definitions Paragraph J. is hereby amended to read as follows:

J. "Additional Lake Lots" are lots developed in a later phase of Lakewood Villages which have a common lot line with the Lake Area. These are Lots 180 through 205, inclusive.

Article I. Definitions Paragraph K. is hereby added and reads as follows:

K. "Lakeshore Easement" shall mean the easement granted to the Association on the thirty-five (35) feet of Lots 180 through 205, inclusive, adjacent to the Lake Area, for Association control of the Lake Area and the easement area. Said easement was granted by a separate document, dated August 2, 2001, and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article III. Restrictions for Residential Dwellings Paragraph B. 3. is hereby amended to read as follows:

3. Foundation Cover Requirements.

a. As to Lots 136 through 179, inclusive, the following shall apply: Exposed portions of the foundation on all sides of each dwelling are to be covered with clay-fired brick or stone.

b. As to Lots 180 through 205, inclusive, the following shall apply: Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the side and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

Article III. Restrictions for Residential Dwellings Paragraph B. 17. is hereby amended to read as follows:

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lake Lot, behind the dwelling on said Lake Lot and not in the Shoreline Easement or the Lakeshore Easement area of the Lake Lot. Further, vegetable gardens and rock gardens will not be allowed unless approved by the Architectural Control Committee.

Article III. Restrictions for Residential Dwellings Paragraph B. 22. is hereby amended to read as follows:

22. Landscaping Requirements and Restrictions.

a. As to Lots 136 through 179, inclusive, the following shall apply: The front, side and rear yards of all Lake Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and trees planted within one (1) year from the date the foundation for the residence on the Lake Lot was completed.

b. As to Lots 180 through 205, inclusive, the following shall apply: There are a number of Lakeshore Lots which contain a large number of trees. It is the intention of these Covenants to preserve the trees in these areas. However, Owners may be allowed to remove trees from the Lots provided the Owner first submits a tree removal plan to the Architectural Control Committee and obtains prior written approval from the Architectural Control Committee. The front, side and rear yards of all Lakeshore Lots shall be sodded, except for

2001-24978B

those areas where trees are preserved. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line.

Article VI. Easements and Licenses Paragraph D. is hereby added and reads as follows:

D. "Lakeshore Easement." On each Lakeshore Lot there is a Lakeshore Easement granted to the Association on the thirty-five (35) feet of said Lots adjacent to the Lake Area. Said easement was granted by separate document on August 2, 2001 and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article VII. Covenants Relating To Telephone Company Paragraph A. is hereby amended to read as follows:

A. In the event that ninety percent (90%) of lots 5a through 260, inclusive, in Lakewood Villages, are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said lots, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City of Bellevue or other appropriate governmental authority.

3. Except as modified herein all other provisions of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2001.

DECLARANT:

LAKEWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

By: DODGE-LOTS JOINT VENTURE
A Nebraska joint venture,
The sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
And one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President


BY: LOTS, INC., a Nebraska corporation, and one
Of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and President of Lots, Inc., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture and the limited partnership.

Witness my hand and official seal the day and year last above written.

 Kristy J. Gregath
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-26474
2001 AUG 20 P 2:59 PM
Sharon J. Dowling
REGISTER OF DEEDS

Counter am
Verify D
D.E. Jug
Proof AK
Fee \$ 99.00
ck Cash Chg
15730

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES

THIS DECLARATION, made on the date hereinafter set forth by DODGE-LOTS JOINT VENTURE, a Nebraska joint venture, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 261 through 388, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 261 through 388, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 261 through 388, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Dodge-Lots Joint Venture, a Nebraska joint venture, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

100-200-113

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in

its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No non-retractable clothesline shall be permitted outside of any dwelling at any time.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other

instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 261 through 388, inclusive, in Lakewood Villages are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any

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person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Lake Area. Lakewood Villages includes a Lake Area (Outlots 1, 2, 2A, 2B, 2C and 2D) which includes two lakes and land adjacent to the lakes. This Lake Area is a private area owned by the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation ("the Association"). The Association has the responsibility to maintain the Lake Area and related facilities and has the right to determine who may use the Lake Area and the terms and conditions under which it may be used, or to restrict the use of the Lake Area to members of the Association only.

D. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15th day of August, 2001.

DECLARANT:

DODGE LOTS JOINT VENTURE
a Nebraska joint venture,

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

By: [Signature]
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, and the joint venture.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public



On: 8/23/00
Verify: [initials]
D.E.: [initials]
Proof: [initials]
Fees: 8300
CK: [initials]
Cash: [initials]

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DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES

[Signature]
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all of Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- C. "Lot" shall mean and refer to each of Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- D. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.
- F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

004521

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is

constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the

dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV

Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 5a through 179, inclusive, in Lakewood Villages are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. 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 it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Lake Area. Lakewood Villages includes a Lake Area (Outlots 1, 2, 2A and 2B) which includes two lakes and land adjacent to the lakes. This Lake Area is a private area owned by the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation ("the Association"). The Association has the responsibility to maintain the Lake Area and related facilities and has the right to determine who may use the Lake Area and the terms and conditions under

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which it may be used, or to restrict the use of the Lake Area to members of the Association only.

D. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 04th day of February, 1999.

DECLARANT:

LAKEWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

By: [Signature]
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 04th day of February, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

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FILED SARPY CO. NE.
INSTRUMENT NUMBER
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Shirley J. ...
REGISTER OF DEEDS

Counter RS
Verify JD
D.E. JD
Proof m
Fee \$ 168.50
Ck Cash Chg
28.00 5404 140.50 mca

DECLARATION OF ADDITIONAL LAKE LOTS
AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES-LAKE LOTS

Whereas, said Declaration of Covenants, Conditions, and Restrictions for Lakewood Villages-Lake Lots, herein the "Covenants", provided for formation of the Association and for the addition of certain Lots and Membership in the Association for the Owners of said Lots, and

Whereas, Article I. Paragraph J. of the Covenants provided for "Additional Lake Lots" and those lots, to be known as "Lakeshore Lots", have now been developed, and

Whereas, Article V. Paragraph B. of the Covenants provided for the Owners of those Lakeshore Lots to be Members of the Association, with such rights, privileges, and obligations of Membership as are provided in the Covenants for Owners of Lake Lots, and

Whereas, the undersigned is the Owner of more than 75% of the Lake Lots as provided in the Covenants, and

Whereas, the Declarant is the owner of the following described real property:

Lots 180 through 205, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska,

Now, Therefore, the undersigned declares certain lots to be Additional Lake Lots and amends the Covenants as outlined below:

1. Lots 180 through 205, inclusive, in Lakewood Villages, are hereby designated as the Additional Lake Lots, and are hereby made subject to the Covenants, as amended herein.

2. The Covenants are hereby amended as follows:

Article I. Definitions Paragraph C. is hereby amended to read as follows:

C. "Properties" shall mean and refer to all of Lots 136 through 179, inclusive, and 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Article I. Definitions Paragraph D. is hereby amended to read as follows:

D. "Lake Lot(s)", except as referred to in Article VI. Paragraph C., shall mean and refer to each of Lots 136 through 179, inclusive, and Lots 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. However, whenever reference is made to "Lakeshore Lots" this shall mean only Lots 180 through 205, inclusive, in Lakewood Villages. When reference is made to Lake Lot in Article VI. Paragraph C., this shall mean only Lots 136 through 179, inclusive, in Lakewood Villages.

Article I. Definitions Paragraph G. is hereby amended to read as follows:

G. "Lake Area" shall mean and refer to Outlots 1, 2, 2A, 2B, 2C and 2D in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

2001-24978A

Article I. Definitions Paragraph I. is hereby amended to read as follows:

I. "Shoreline Easement" shall mean the easements herein granted to the Association on the rear twenty (20) feet of Lots 136 through 179, inclusive, to provide for shoreline maintenance and temporary water storage when necessary to accommodate storm water accumulation.

Article I. Definitions Paragraph J. is hereby amended to read as follows:

J. "Additional Lake Lots" are lots developed in a later phase of Lakewood Villages which have a common lot line with the Lake Area. These are Lots 180 through 205, inclusive.

Article I. Definitions Paragraph K. is hereby added and reads as follows:

K. "Lakeshore Easement" shall mean the easement granted to the Association on the thirty-five (35) feet of Lots 180 through 205, inclusive, adjacent to the Lake Area, for Association control of the Lake Area and the easement area. Said easement was granted by a separate document, dated August 2, 2001, and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article III. Restrictions for Residential Dwellings Paragraph B. 3. is hereby amended to read as follows:

3. Foundation Cover Requirements.

a. As to Lots 136 through 179, inclusive, the following shall apply: Exposed portions of the foundation on all sides of each dwelling are to be covered with clay-fired brick or stone.

b. As to Lots 180 through 205, inclusive, the following shall apply: Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the side and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

Article III. Restrictions for Residential Dwellings Paragraph B. 17. is hereby amended to read as follows:

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lake Lot, behind the dwelling on said Lake Lot and not in the Shoreline Easement or the Lakeshore Easement area of the Lake Lot. Further, vegetable gardens and rock gardens will not be allowed unless approved by the Architectural Control Committee.

Article III. Restrictions for Residential Dwellings Paragraph B. 22. is hereby amended to read as follows:

22. Landscaping Requirements and Restrictions.

a. As to Lots 136 through 179, inclusive, the following shall apply: The front, side and rear yards of all Lake Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and trees planted within one (1) year from the date the foundation for the residence on the Lake Lot was completed.

b. As to Lots 180 through 205, inclusive, the following shall apply: There are a number of Lakeshore Lots which contain a large number of trees. It is the intention of these Covenants to preserve the trees in these areas. However, Owners may be allowed to remove trees from the Lots provided the Owner first submits a tree removal plan to the Architectural Control Committee and obtains prior written approval from the Architectural Control Committee. The front, side and rear yards of all Lakeshore Lots shall be sodded, except for

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Steve J. [Signature]
REGISTER OF DEEDS

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Counter D
Verify M
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Proof [Signature]
Fee \$ 90.00
Chk Cash Crd

This instrument after recording
to be returned to:

Daniel B. Kinnamon, Erickson & Sederstrom, P.C., Regency Westpointe, 10330 Regency Parkway Drive, Omaha, NE 68114

(Space Above This Line for Recording Information)

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, ("Declaration") made on the date hereinafter set forth by Dave Paik Builders, Inc., a Nebraska corporation, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant is the owner of certain real property in Sarpy County, Nebraska, which is more particularly described as:

Lots 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, 31B, 32A, 32B, 33A, 33B, 34A, 34B, 35A, 35B, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 40A, 40B, 41A, 41B, 42A, 42B, 43A, 43B, 44A, 44B, 45A, 45B, 46A, 46B, 47A, 47B, 48A, 48B, 49A, 49B in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all the properties described above and any other properties hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run, perpetually with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Lakewood Villages Townhomes, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any townhome Unit or Lot which is a part of the Properties,

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but excluding in all cases those having any such interest merely as security for the performance of any obligation. If a townhome Unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional real properties as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

Section 4. "Lot" shall mean and refer to those plots of land shown as lots upon the recorded subdivision maps of Lakewood Villages.

Section 5. "Declarant" shall mean and refer Dave Paik Builders, Inc., a Nebraska corporation, and its successors, assigns or appointees.

Section 6. "Unit" shall mean an individual dwelling/ townhome unit situated on a Lot. Such Units are referred to collectively as "Units" and individually as "Unit".

Section 7. "Architectural Control Committee" shall mean the individuals or committee appointed from time to time by the Board of Directors of the Association.

Section 8. "Lakewood Villages Declaration of Covenants" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements of Lakewood Villages, dated February 9, 1999, and recorded with the Register of Deeds of Sarpy County, Nebraska, on March 1, 1999, as Instrument Number 99-05876. The Lakewood Villages Declaration of Covenants is by this reference incorporated herein.

(Note: The Association does not and will not own any real property for the common use and enjoyment of any Owner, sometimes referred to generally as "Common Area".)

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Unit or Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of

the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific 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.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one (1) vote for each Unit or Lot owned. When more than one person holds an interest in any Unit or Lot, all such persons shall be members. The vote for such Unit or Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot.

Class B. Class B member(s) shall be the Declarant and it shall be entitled to four (4) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 2005; or
- (c) The written direction of Declarant.

**ARTICLE III
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Unit or Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such real property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, and in that event all successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance of the Lots and Units situated thereon as more particularly described herein.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Nine Hundred Sixty Dollars (\$960.00) per Unit or Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the members by a percentage of the prior years' assessment, which percentage shall not exceed the greater of five percent (5%) of the maximum assessment for the previous year or the percentage increase in the U.S. Department of Labor Consumer Price Index (all items) for all Urban Consumers, 1993 - 94 = 100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will accomplish the same result of reflecting general consumer price changes in the United States economy.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the percentage increase permitted in subparagraph (a) above, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a townhome Unit completed and residents living therein will be assessed. Lots or Units under construction, which are vacant, used as models and/or unsold to third party purchasers (not the Declarant or its assigns) will not be assessed. All assessments may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the conveyance of the first townhome Unit to a third party purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be

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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 the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit or Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then maximum legal rate for individuals allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Unit or Lot.

Section 8. Abatement of Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot or Unit.

Section 9. Subordination of the Lien to Mortgages/Trust Deeds. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Unit or Lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exterior Maintenance and Services. Exterior maintenance (as defined herein) of each townhome Unit and Lot shall be provided by the Association and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance. "Exterior maintenance" shall mean the painting of exterior wood and metal building surfaces, together with maintenance of the lawns (mowing, fertilization and chemicals), garbage pickup and snow removal. Exterior maintenance shall at all times be consistent with and comply with the provisions of the Lakewood Villages Declaration of Covenants. Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, down spouts, sprinkler systems, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. There shall be no exterior painting permitted of any townhome Unit by any Owner. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a townhome Unit and Lot.

In the event that the need for any exterior maintenance of a Unit or the improvements thereon by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of the family, guests, or invitees of the Owner of the Unit needing such maintenance, the cost of such exterior maintenance by the Association shall be added to and become part of the assessment to which such Unit is subject under this Declaration.

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With respect to those maintenance obligations that are not the responsibility of the Association, in the event an Owner of any Unit shall fail to maintain the exterior of the Owner's Unit and any other improvements situated on the Owner's Lot in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owner's Lot and to repair, maintain, and restore the Unit and any other improvements erected on the Owner's Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration.

Section 11. Insurance. Each townhome Owner shall provide homeowners insurance with respect to the improvements (townhome Units) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

ARTICLE IV PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any townhome Unit upon the Properties and placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared by the Owners who make use of the such party wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If such party wall is destroyed or damaged by fire or other casualty, any Owner who has used such wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes such party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Binding Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding and enforceable against the parties to the dispute.

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**ARTICLE V
RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS**

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual Unit or Lot, subject to the restrictions set forth in the provisions of the Lakewood Villages Declaration of Covenants and to the extent not inconsistent with the Lakewood Villages Declaration of Covenants, the following additional restrictions:

- (a) No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.
- (b) No fences (other than fences constructed by Declarant) shall be erected without the prior written consent of the Board of Directors of the Association. All Lots shall be kept free of all types of trash and debris.
- (c) No trailer, basement, tent, shack, garage, barn or other building erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.
- (d) No birds, snakes, cattle, horses, sheep, poultry, pigs or any other animals shall be kept or maintained on any Lot. Each Owner may, however, keep a maximum of two (2) domestic pets.
- (e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot Owners.
- (f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.
- (g) All Lots and Units shall be used only for residential purposes.

**ARTICLE VI
ARCHITECTURAL CONTROL**

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee, and where applicable the express written

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approval of the Declarant in accordance with the requirements of Articles II and III of the Lakewood Villages Declaration of Covenants.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Enforcement. 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 and where applicable any of the provisions of the Lakewood Villages Declaration of Covenants. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained or contained in the Lakewood Villages Declaration of Covenants shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by action of not less than seventy-five percent (75%) of the Owners. Subject to complying with the provisions of Section 4 of this Article, this Declaration may be amended or dissolved by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records to be effective.

Section 4. Special Declarant Rights. Declarant, its successors, assigns or appointees, reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant, or the Association, shall each have the right to appoint another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this Declaration shall modify in any manner the provisions of this Section 4 unless consented to in writing by Declarant.

Section 5. FHA/VA Approval. During the period that there is a Class B membership and the loan on any Owner's Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as the case may be: (i) annexation of additional properties within the jurisdiction of the Association; (ii) any mortgaging or dedication of any common areas of the Association; and (iii) the amendment of this Declaration.

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IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration this 12 day of April 1999.

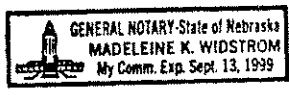
DECLARANT:

Dave Paik Builders, Inc., a Nebraska corporation,

By: [Signature]
David R. Paik, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of April 1999, by David R. Paik, known to me to be the President of Dave Paik Builders, Inc., a Nebraska corporation, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporation.



[Signature]
Notary Public

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2001 AUG -8 P 12:12 B
Shawn J. [Signature]
REGISTER OF DEEDS

Counter RS m
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 183.50
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DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 206 through 260, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I. C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Owner" shall mean and refer to 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, including contract sellers.

B. "Properties" shall mean and refer to all of Lots 206 through 260, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 206 through 260, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

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ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion, will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 2,100 square feet of total Living Area above the basement level with a minimum of 1,100 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Lots in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other side(s).

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No non-retractable clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens will not be allowed unless approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. Landscaping Requirements and Restrictions.

a. As to Lots 224 through 260, inclusive, the following shall apply: The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

b. As to Lots 206 through 223, inclusive, the following shall apply: These Lots contain a large number of trees. It is the intention of these Covenants to preserve the trees in these areas. However, Owners may be allowed to remove trees from the Lots provided the Owner first submits a tree removal plan to the Architectural Control Committee and obtains prior written approval from the Architectural Control Committee. The front, side and rear yards of these Lots shall be sodded, except for those areas where trees are preserved. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line.

23. No solar collecting panels or equipment and no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature and no satellite dish shall be allowed on the Lots unless completely screened from view from every street, from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV
Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the front boundary lines of Lots 206 through 223, inclusive and an 8-foot strip of land adjoining the rear boundary lines and a 5-foot strip of land adjoining the side boundary lines of Lots 224 through 260, inclusive, and said license is being granted for the use and benefit of all present and future Owners; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to the dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of lots 5a through 260, inclusive, in Lakewood Villages, are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said lots, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

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B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. 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 it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Lake Area. Lakewood Villages includes a Lake Area (Outlots 1, 2, 2A, 2B, 2C and 2D) which includes two lakes and land adjacent to the lakes. This Lake Area is a private area owned by the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation ("the Association"). The Association has the responsibility to maintain the Lake Area and related facilities and has the right to determine who may use the Lake Area and the terms and conditions under which it may be used, or to restrict the use of the Lake Area to members of the Association only.

D. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2001.

DECLARANT:

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE-LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and President of Lots, Inc., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

Witness my hand and official seal the day and year last above written.



Kristy J. Gregath
Notary Public