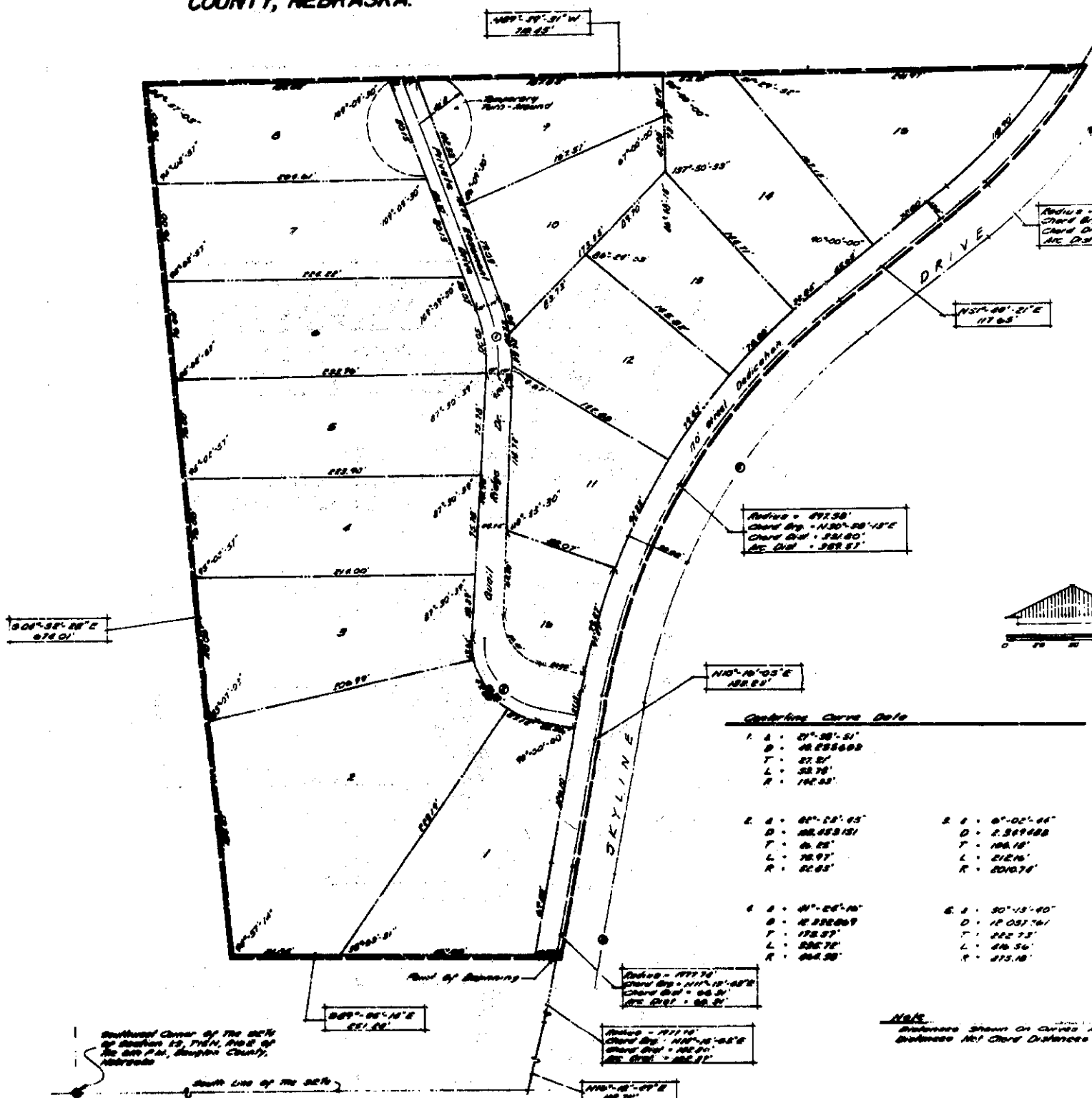


BEING A PLATTING OF PART OF THE S1/2 OF THE SE 1/4
OF SECTION 23, T15N, R10E OF THE 6th P.M., DOUGLAS
COUNTY, NEBRASKA.





SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN, AND THAT PERMANENT MARKERS HAVE BEEN PLACED ON THE BOUNDARY AND THAT IRON PIPES WILL BE PLACED AT ALL CORNERS OF ALL LOTS, CORNERS, ANGLE POINTS AND BENDS OF ALL CURVES IN QUAIL RIDGE ON SKYLINE DRIVE, LOTS 1 THROUGH 15, BEING A PLATTING OF THAT PART OF THE S&W OF SECTION 23, T13N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY R.O.W. LINE OF SKYLINE DRIVE AND THE SOUTH LINE OF SAID S&W; THENCE N 16° 10' 49" E (ASSUMED BEARING) ON THE WESTERLY A.S.W. LINE OF SAID SKYLINE DRIVE, 118.72 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE ON A CURVE TO THE LEFT (ANGLES 177.77° FEET, CHORD BEARING N 14° 15' 05" E, CHORD DISTANCE 142.34 FEET); AN ARC DISTANCE OF 142.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE ON A CURVE TO THE LEFT (ANGLES 177.74 FEET, CHORD BEARING N 11° 1' 4" E, CHORD DISTANCE 66.31 FEET); AN ARC DISTANCE OF 66.31 FEET TO A POINT OF TANGENCY; THENCE N 10° 16' 03" E ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE, 133.23 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE ON A CURVE TO THE RIGHT (ANGLES 197.58 FEET, CHORD BEARING N 30° 58' 13" E, CHORD DISTANCE 351.80 FEET); AN ARC DISTANCE OF 359.37 FEET TO A POINT OF TANGENCY; THENCE N 51° 40' 21" E ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE, 117.65 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE WESTERLY R.O.W. LINE OF SAID SKYLINE DRIVE ON A CURVE TO THE LEFT (RADIUS 442.18 FEET, CHORD BEARING N 42° 53' 01" E, CHORD DISTANCE 115.13 FEET); AN ARC DISTANCE OF 135.66 FEET; THENCE N 89° 49' 31" W ON A LINE 400.00 FEET SOUTH FROM AND PARALLEL TO THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID S&W, 710.45 FEET; THENCE S 4° 52' 28" E, 674.01 FEET; THENCE S 89° 55' 14" E, 251.24 FEET TO THE POINT OF BEGINNING.

June 9, 1976

James D. Wanner
REGISTERED LAND SURVEYOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, OAKS REALTY, INC., A NEBRASKA CORPORATION, OWNERS AND BANK OF HILLARD, A NEBRASKA CORPORATION, JOINT CASE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENCOMPASSED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS, TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS QUAIL RIDGE ON SKYLINE DRIVE, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREET AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE QUAIL PUBLIC POWER DISTRICT, AND NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND REVENUE, POLES, WIRES CROSSINGS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT, FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ADJOINING ALL SIDE BOUNDARY LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, PROVIDED HOWEVER, THAT SAID SIDE LOT EASEMENTS ARE GRANTED UPON THE SPECIFIC CONDITION THAT IF EITHER OF SAID UTILITY COMPANIES FAIL TO UTILIZE SAID SIDE LOT EASEMENTS WITHIN SIXTY (60) MONTHS OF THE DATE HEREOF, OR IF ANY POLES, WIRES OR CONDUITS ARE CONSTRUCTED, BUT HEREAFTER REMOVED WITHOUT REPLACEMENT WITHIN SIXTY (60) DAYS AFTER THEIR REMOVAL, THEN THIS SIDE LOT EASEMENT SHALL AUTOMATICALLY TERMINATE AND BECOME VOID AS TO SUCH UNOCCUPIED OR ABANDONED EASEMENT WAYS. THE TRAIL EASEMENT LOTS IS HEREBY DEDICATED AS THOSE LOTS FORMING THE WESTERLY PORTION OF THE ABOVE DESCRIBED ADDITION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, OR LOOSE ROCK WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, 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.

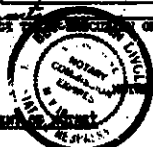
OAKS REALTY, INC.
Sarah H. Grove, Pres.
Robert H. Chester, V. Pres.

BANK OF HILLARD
John Nelson, President
William H. Nelson, Secretary

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA) SS
COUNTY OF Douglas
ON THIS 14th DAY OF June, 1976, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED Sarah H. Grove and Robert H. Chester, who are personally known by me to be, respectively, the President and Vice President of OAKS REALTY, INC., (A NEBRASKA CORPORATION), AND THEY DID ACKNOWLEDGE THEIR EXECUTION OF THE FOREGOING DEDICATION TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, WHEREAS MY HAND AND OFFICIAL SEAL ON THE DATE LAST AFORESAID.

MY COMMISSION EXPIRES May 10, 1977



STATE OF NEBRASKA) SS
COUNTY OF Douglas
ON THE 14th DAY OF June, 1976, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED John Nelson and William H. Nelson, who are personally known by me to be, respectively, the President and Secretary of BANK OF HILLARD, (A NEBRASKA CORPORATION), AND THEY DID ACKNOWLEDGE THEIR EXECUTION OF THE FOREGOING DEDICATION TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, WHEREAS MY HAND AND OFFICIAL SEAL ON THE DATE LAST AFORESAID.

MY COMMISSION EXPIRES Feb. 1, 1977

NOTARY PUBLIC John Brinkman

DOUGLAS COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND THIS PLAT AS OF THE 9th DAY OF April, 1976.

DOUGLAS COUNTY TREASURER Sam J. Hough
by R. P. Hough, Secy.

APPROVAL OF DOUGLAS COUNTY SURVEYOR

THIS PLAT OF QUAIL RIDGE ON SKYLINE DRIVE WAS APPROVED BY THE DOUGLAS COUNTY SURVEYOR THIS 21st DAY OF June, 1976.

DOUGLAS COUNTY SURVEYOR James J. Munkittrick

APPROVAL OF DOUGLAS COUNTY PLANNING COMMISSION

THIS PLAT OF QUAIL RIDGE ON SKYLINE DRIVE WAS APPROVED BY THE DOUGLAS COUNTY PLANNING COMMISSION THIS 1st DAY OF June, 1976.

CHAIRMAN John H. Hough

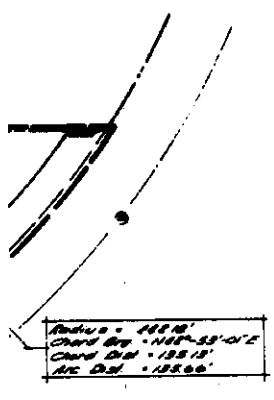
APPROVAL OF DOUGLAS COUNTY BOARD

THIS PLAT OF QUAIL RIDGE ON SKYLINE DRIVE WAS APPROVED BY THE DOUGLAS COUNTY BOARD ON THIS 22nd DAY OF June, 1976.

Michael K. Beck

Sam J. Hough
COUNTY CLERK

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
22 DAY OF June, 1976. AT 11:00 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS



1/2" = 10'



28'-00"
19'-00"
18'-00"
16'-00"
14'-00"
12'-00"
10'-00"
8'-00"
6'-00"
4'-00"
2'-00"

ON CURVES ALL ARE
DISTANCES

SCALE 1" = 50'
DATE 6-9-76
GIVEN 2006 ON SKYLINE DRIVE

83-761+

BOOK 567 PAGE 57

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by HAL GROVE, INC., a Nebraska corporation hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, which is more particularly described as:

Lots 1 through 16, inclusive, in Quail Ridge on Skyline Drive, a subdivision in Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, 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, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Quail Ridge Association, Inc., a Nebraska non-profit corporation.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the

owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 16 in Quail Ridge on Skyline Drive, a subdivision in Douglas County, Nebraska. That part of Lot 16 designated on the plat as "Quail Ridge Drive" shall be used and maintained as an easement roadway to provide a perpetual, non-exclusive means of vehicular and pedestrian access to each and all lots in the Properties, and the remainder of Lot 16 shall be used and developed for recreational purposes for use by all owners of lots in the Properties.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hal Grove, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

-3-

Section 3. Use Restrictions. All lots shall be used only for private dwelling purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association. Outdoor parking of boats or recreational vehicles and erection of outdoor radio or television antennas will not be permitted.

Section 4. Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to enter any dwelling or structure on any lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties or the Common Area above described.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a 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 lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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 December 31, 1980.

ARTICLE IV

COVENANT 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 lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and insurance of the Common Area, and limited exterior maintenance upon each lot.

Section 3. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide limited exterior maintenance upon each lot which is subject to assessment hereunder, as follows: mowing, fertilizing, watering and planting of trees, shrubs and grass and snow removal on walks and drives. The Association shall from time to time determine the scope and the items to be covered by such exterior maintenance program or the Association may elect to perform no such items of exterior maintenance. The Association may also elect to provide garbage and trash removal.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 4. Payment of Assessments. The annual assessments shall be payable in twelve equal, monthly installments one month in advance on or before the first day of each month; provided however that the Directors may establish a different method of payment upon notice to the owners. Special assessments shall be payable in the manner, amounts and times specified by the Directors.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (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 60 days following the preceding meeting.

Section 7. Rate of Assessment. The total annual and special assessments shall be levied at the rate of one-fifteenth (1/15) thereof against each lot; provided however that until January 1, 1981 the maximum annual amount that may be levied against any lot upon which there is no completed dwelling as of each January 1st shall be \$25.00 for such year and the remainder of the total assessments shall be levied equally against the built-upon lots.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. 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 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 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 have been paid.

Section 9. 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 rate of 11 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All exposed foundations must be covered with brick and roofs must be wood shingles or other material approved by the Board.

ARTICLE VI

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. Failure by the Association 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed and acknowledged by the owners of not less than ninety per cent (90%) of the lots, and thereafter by an instrument signed and acknowledged by the owners of not less than seventy-five per cent (75%) of the lots. All amendments must be recorded in the Register of Deeds of Douglas County, Nebraska in order to become effective.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by the execution and recording of an amendment to this Declaration by all owners of the land to be annexed and by the requisite number of owners of lots as provided in Section 3 of Article VI hereof. Said amendment shall alter Article IV, Section 7, hereof in order to adjust the rate of apportioning annual and special assessments to a basis reflecting the proportionate value of each lot without regard to the value of improvements erected thereon.

Section 5. Special Rights of Mortgagees. Any notice required to be given to an owner must be similarly given to all mortgagees of record covering said Lots 1 through 23. In addition to the required consents by owners, it is also required that all such mortgagees of record execute written consents to the dedication, the assessments, the amendments and annexations referred to respectively in Article II Sec. 1(c), Article IV Sec. 5, and Article VI Secs. 3 and 4, above.



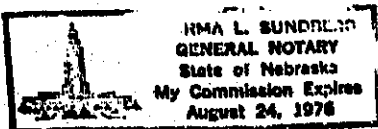
EXECUTED this 7th day of July, 1976.

HAL GROVE, INC.

By: Harold E. Grove
President

STATE OF NEBRASKA) On the date last-above written before me, the
) ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE,
President of Hal Grove, Inc. (a corporation), to me personally
known to be the President and the identical person whose name is
affixed to the above conveyance, and acknowledged the execution
thereof to be his voluntary act and deed as such officer and the
voluntary act and deed of said corporation, and that the Corporate
Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County
on the date last-above written.



Herman L. Sundberg
Notary Public

32 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY OF July 1976

83-724
Am 567 am 64

PERPETUAL EASEMENT

OAKS REALTY, INC., a Nebraska corporation (Grantor herein) hereby grants the following easement in favor of QUAIL RIDGE ASSOCIATION, INC., a Nebraska non-profit corporation, and all of the present and future owners, occupants and invitees of Lots 1 through 15, inclusive, in Quail Ridge on Skyline Drive, a subdivision in Douglas County, Nebraska (said Association and said owners, occupants and invitees being hereafter collectively called "Grantees").

WITNESSETH:

1) Grantor is the owner of the following-described real estate and herewith gives and grants unto the Grantees a perpetual non-exclusive roadway and pedestrian easement over and upon the following-described real estate for the purpose of providing vehicular and pedestrian access to said lots above described from Skyline Drive, which is a publicly dedicated roadway:

That part of Lot 16 in said Quail Ridge on Skyline Drive which is designated as Quail Ridge Drive on the plat of said subdivision (a survey thereof is attached hereto.)

The purpose and scope of said easement shall be to construct, repair, replace and use said easementway as a means of vehicular and pedestrian access as above described including construction of connecting drive-ways and sidewalks. The owners of said Lots 1 through 15 in said subdivision shall be solely responsible for the maintenance, repair, snow removal, and replacement of the roadway constructed on said easementway.

2) The Grantor specifically reserves unto itself and to Grantor's assigns a similar perpetual and non-exclusive vehicular and pedestrian easement over said portion of Lot 16 designated as Quail Ridge Drive in order to provide a means of access from Skyline Drive to other lands lying to the North, West and South of said subdivision.



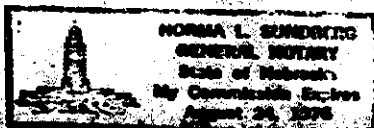
EXECUTED this 6th day of July, 1976.

OAKS REALTY, INC.

By: Harold E. Grove
President

STATE OF NEBRASKA) On the date last-above written before me, the
) ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE, Presi-
dent of Oaks Realty, Inc. (a corporation), to me personally known to
be the President and the identical person whose name is affixed to
the above Perpetual Easement, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the voluntary
act and deed of said corporation, and that the Corporate Seal of the
said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County
on the date last-above written.



Norma L. Sundberg
Notary Public

DATE

83-724
567 64

PERPETUAL EASEMENT

OAKS REALTY, INC., a Nebraska corporation (Grantor herein) hereby grants the following easement in favor of QUAIL RIDGE ASSOCIATION, INC., a Nebraska non-profit corporation, and all of the present and future owners, occupants and invitees of Lots 1 through 15, inclusive, in Quail Ridge on Skyline Drive, a subdivision in Douglas County, Nebraska (said Association and said owners, occupants and invitees being hereafter collectively called "Grantees"),

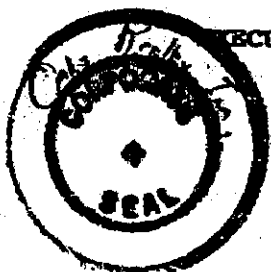
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The purpose and scope of said easement shall be to construct, repair, replace and use said easementway as a means of vehicular and pedestrian access as above described including construction of connecting drive-ways and sidewalks. The owners of said Lots 1 through 15 in said subdivision shall be solely responsible for the maintenance, repair, snow removal, and replacement of the roadway constructed on said easementway.

2) The Grantor specifically reserves unto itself and to Grantor's assigns a similar perpetual and non-exclusive vehicular and pedestrian easement over said portion of Lot 16 designated as Quail Ridge Drive in order to provide a means of access from Skyline Drive to other lands lying to the North, West and South of said subdivision.



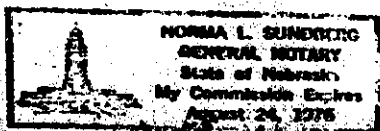
EXECUTED this 6th day of July, 1976.

OAKS REALTY, INC.

By: Harold E. Grove
President

STATE OF NEBRASKA) On the date last-above written before me, the
) ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE, Presi-
dent of Oaks Realty, Inc. (a corporation), to me personally known to
be the President and the identical person whose name is affixed to
the above Perpetual Easement, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the voluntary
act and deed of said corporation, and that the Corporate Seal of the
said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County
on the date last-above written.



Norma L. Sundberg
Notary Public

DATE

OFFIC

PLAT NO.

LOCATION

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

Field Notes

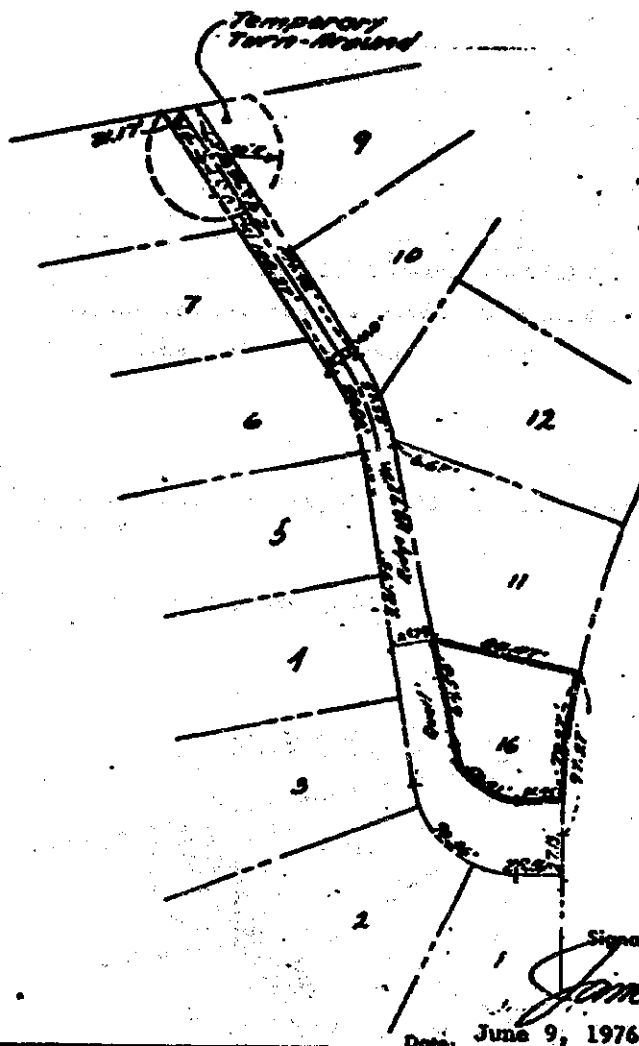
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Lot 16, Quail Ridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Plat to scale showing tract surveyed with all pertinent points.



Signature of Land Surveyor

James D. Lamberty

DATE RECEIVED

Date June 9, 1976

OFFICIAL ADDRESS

PERMIT NO.

PROJ. NO. _____

LOCATION _____

To The Office of
LOUIS E. LAMBERTY
County Surveyor and Engineer
Douglas County

Field Notes: _____

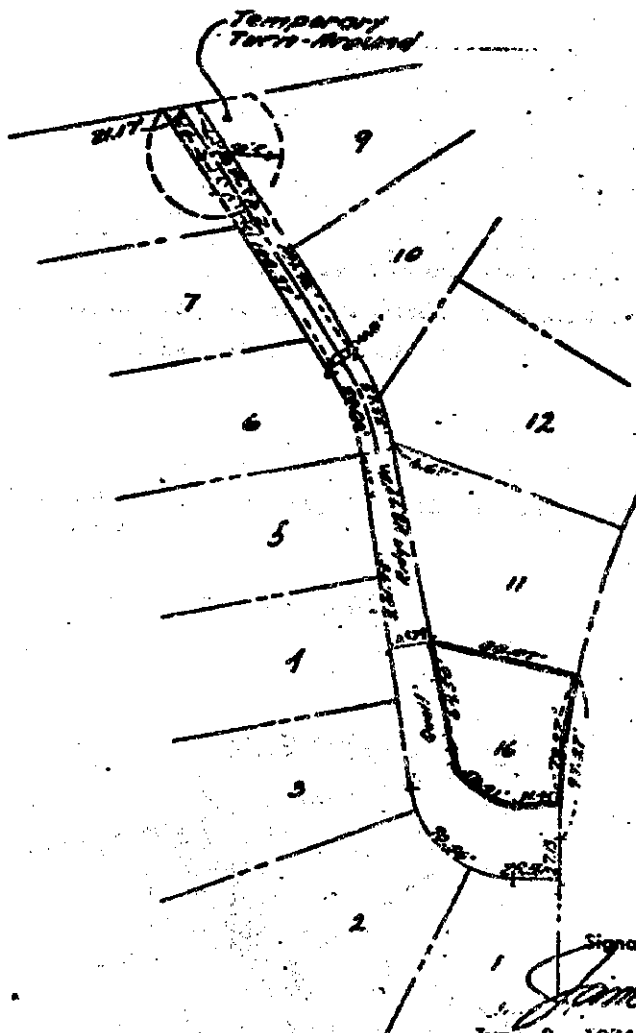
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plot, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Lot 16, Quail Ridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Plot to scale showing tract surveyed with all pertinent points.



Signature of Land Surveyor

James D. Warren

DATE RECEIVED: _____

Date: June 9, 1976

Reg. No. 308

OFFICIAL ADDRESS: _____

PERMIT NO. _____

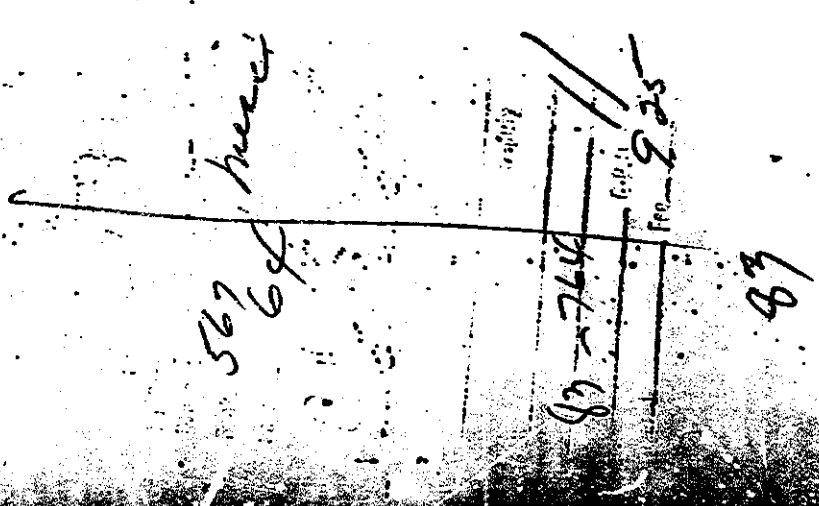
BOOK 567 PAGE 66

LEGAL DESCRIPTION: (DRIVE EASEMENT)

An ingress and egress easement over Lot 16, Quailridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part described as follows: Commencing at the S.E. corner of said Lot 16; thence N 10° 16' 05" E (Assumed bearing) on the East line of said Lot 16, 27.13 feet to a point of curve; thence Northeasterly on the East line of said Lot 16 on a curve to the right (Radius 514.58 feet, chord bearing N 16° 41' 08" E, chord distance 79.19 feet), an arc distance of 79.27 feet to a common corner between said Lot 16 and Lot 11 said Quailridge on Skyline Drive; thence N 68° 54' 05" W on the South line of said Lot 11, 88.07 feet to the S.W. corner of said Lot 11; thence S 0° 22' 25" W on the Southerly extension of the Westerly line of said Lot 11, 64.50 feet to a point of curve; thence Southeasterly on a curve to the left (Radius 36.98 feet, chord bearing S 38° 40' 38" E, chord distance 46.60 feet), an arc distance of 50.41 feet to a point of tangency; thence S 77° 43' 40" E, 31.43 feet to the point of beginning.

June 23, 1976
Hal Grove, Inc.
Quailridge on Skyline Drive

RECEIVED
1976 JUL - 7 PM 2:59
E. MARSH BOSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.



SPON 567 ME 66

LEGAL DESCRIPTION: (DRIVE EASEMENT)

An ingress and egress easement over Lot 16, Quailridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part described as follows: Commencing at the S.E. corner of said Lot 16; thence N 10° 16' 05" E (Assumed bearing) on the East line of said Lot 16, 27.13 feet to a point of curve; thence Northeasterly on the East line of said Lot 16 on a curve to the right (Radius 514.58 feet, chord bearing N 16° 41' 08" E, chord distance 79.19 feet), an arc distance of 79.27 feet to a common corner between said Lot 16 and Lot 11 said Quailridge on Skyline Drive; thence N 68° 54' 05" W on the South line of said Lot 11, 88.07 feet to the S.W. corner of said Lot 11; thence S 0° 22' 25" W on the Southerly extension of the Westerly line of said Lot 11, 64.50 feet to a point of curve; thence Southeasterly on a curve to the left (Radius 36.98 feet, chord bearing S 38° 40' 38" E, chord distance 46.60 feet), an arc distance of 50.41 feet to a point of tangency; thence S 77° 43' 40" E, 31.43 feet to the point of beginning.

June 23, 1976
Hal Grove, Inc.
Quailridge on Skyline Drive

RECEIVED
1976 JUL 7 PM 2:59
F. MARSHALL
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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MISC 2001 20654

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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REPLAT 2

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FEE 60.50 FB OC-31610
OC-31613
OC-31612

BKP _____ C/O _____ COMP ✓

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RETURN:

Liberty Building Corp.
4025 S. 224 Terrace
Elkhorn, NE 68022

✓ 2038

ADDITIONAL AND/OR REVISED SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LOTS 35 AND 39, QUAIL RIDGE ON SKYLINE DRIVE, AND LOTS 1, 2, 3, 4, 5, 6, 7, QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2, AND LOTS 41 AND 43, QUAIL RIDGE ON SKYLINE DRIVE REPLAT, A SUBDIVISION IN ELKHORN IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth by Liberty Building Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant." The former "Declarant" being Liberty Development Corporation has assigned its full right as "Declarant" to Liberty Building Corporation as both companies are owned by the same President.

WITNESSETH:

WHEREAS, the owners of said Lots will convey and/or bind said Lots subject to certain protective covenants, conditions, easements, restrictions, reservations, liens, and charges as hereinafter set forth (herein after may be referred to as Covenants);

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above 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. 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. If any of the Covenants, Conditions, or Restrictions herein described should contradict any former Covenants, Conditions, or Restrictions, the latter shall have precedent considering the former to be revised by these new additions or revisions as it shall pertain.

**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 such properties that are subject to this Declaration and any supplemental Declaration under the provisions hereof and any former of the same, which did initially consist of Lots 35 through 40, inclusive, Quail Ridge on Skyline Drive, and lots 41 and 43, Quail Ridge on Skyline Drive Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and now shall consist of lots 35 and 39, Quail Ridge on Skyline Drive, and lots 1 through 7, inclusive, Quail Ridge on Skyline Drive Replat 2, and lots 41 and 43, Quail Ridge on Skyline Drive replat, A subdivision as surveyed, platted and recorded in Elkhorn in Douglas County, Nebraska.

C. "Lot" shall mean and refer to any one of the above described Lots, inclusive, in Quail Ridge on Skyline Drive, in Elkhorn, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

D. "Declarant" shall mean and refer to Liberty Building Corporation, a Nebraska corporation and its successors and assigns.

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

F. "Association" shall mean and refer to the Quail Ridge Association, Inc., a Nebraska nonprofit corporation.

G. "QP Association" shall mean and refer to the Quail Place Home Owners Association, a private non-incorporated Association consisting of a mandatory

membership of each Lot owner of Lots 35 and 39, Quail Ridge on Skyline Drive, and Lots 1-7, inclusive, Quail Ridge on Skyline Drive, a subdivision as surveyed, platted, and recorded in Elkhorn in Douglas County, Nebraska. Each Lot Owner shall have a One-Ninth interest and Responsibility in the Quail Place Home Owners Association. The lots represented by the QP Association may also be referred to hereinafter as the Quail Place Lot/s, QP Lots or the QP Lot Owners.

ARTICLE II.

ARCHITECTURAL CONTROL

A. The Properties, and the external appearance of all structures to be constructed thereon, shall be developed under a common development scheme, with the exposed exterior finish material of all structures to be of EFIS, EFIS and Stone or EFIS and Brick and provide for a common design color and appearance. No dwelling, structure, wall, landscaping, pathway, driveway, lighting, patio, patio cover or enclosure, deck, swimming pool, 18-inch or smaller satellite dish, flag pole, sheds, fences or other external improvements, other than the fences, walls, signs, and landscaping constructed by Declarant, shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot without the express written prior approval of the Declarant through its Architectural Control Committee.

Television and radio antenna, solar collecting panels or equipment are not permitted. The Declarant will determine the material, style, height, color, and manufacturer of the approved fence for the area. Each Lot Owner of the Quail Place Lots is required at the time of construction of a home on said lot to also install the approved fence along the outer boundary making up the Quail Place Lots. Thus the Quail Place Lots will eventually be border by said fence. Lots 1 and 4 will also be required to install said fence along Quail Place street between the posts.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design, appearance and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure to determine that the structure or improvement complies with the common development scheme required by these Covenants. The Architectural Control Committee specifically reserves the right to deny Permission to construct or place dwellings, which it determines will not conform to the general character, plan, outline and common development scheme 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. Submittal 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 submittal. 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 drawings: (certain requirements and restrictions are also described as follows)

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage, driveways, landscaping and trees (which are required), 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 exterior finishes and colors. Tampko heritage asphalt 40 year premium grade, Oxford Grey in color are the required shingle for roofing, eye brows or little decorative roofs on the front of the structures may be required to be covered with cooper as to match the existing homes, and 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 above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall not operate as an Architectural Control Committee approval, approval must be granted.

ARTICLE III.
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Single Family Lots. All the "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) single family unit.

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

a. Each one and one-half story dwelling shall contain no less than 2700 square feet of total living area above the basement level with a minimum of 1800 square feet on the main floor, exclusive of garage area.

b. Each two story dwelling shall contain no less than 3000 square feet of total living area above the basement level with a minimum of 1600 square feet on the main floor, exclusive of garage area.

c. Each one story or ranch type dwelling shall contain no less than 2000 square feet of total living area above the basement level, exclusive of garage area.

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

1. The exposed exterior finish of all dwellings must be faced or constructed of EFIS, EFIS and Stone or EFIS and Brick. Color must conform to the existing walls and dwellings and comply with the common development scheme and design required by these Covenants.

2. All dwellings shall, as a minimum, have attached, built in, or enclosed, three car garages which must contain a minimum area of 660 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

3. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any 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 precut 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.

4. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than fourteen (14) days, however, such items may be stored in an enclosed structure outside of the view of other Lot owners, or in a non-enclosed structure out of the view of other Lot owners subject to the prior written consent of the Architectural Control Committee.

5. 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 cause damage to the building or neighboring buildings or Lots. (Examples: rear of lot 35 and 39 (grass and concrete swales), 35 and 39 share an under ground culvert pipe that runs through lot 39 and is used for back washing, pool drainage and down spout drainage for lot 35 and for any drainage requirement that

lot 39 may require (maintenance of pipe will be equally shared by both lot owners), drainage swale on lot 7 from the easterly run off must be maintained by the owner of lot 7. If lot 39 should install a pool or have a back yard drainage issue the owner of lot 7 is required to allow the owner of lot 39 to grade or install an underground pipe across the southeast corner of lot 7, from the south EFIS post to the existing drain swale, of course all to be done on cordial and mutually understood terms and at the expense of the Owner of Lot 39.

6. 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 waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing Lots within the Properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such Properties. Each Lot Owner must mow and maintain the lot in an orderly and good looking fashion.

7. 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, however, notwithstanding the foregoing, the Declarant has the right to perform activities which it deems is necessary in the development and building out of the Properties.

8. A dwelling on which construction has begun must be completed within eighteen (18) months from the date the foundation was dug for said dwelling, however, notwithstanding the foregoing, the Declarant shall have thirty (30) months in which to complete a dwelling which it or its representatives are constructing from the date of the commencement of the construction of such dwelling. Lot Owner must commence construction of a residence on the lot within two (2) years from the time the lot is conveyed to the Owner, unless said time is extended by Declarant.

9. All driveways shall be constructed of a minimum of 4 inch concrete, stone or brick. Each Lot has a predetermined and preconstructed 5-6 inch concrete (with rebar) driveway approach to the lot. Said driveway will serve the lot and must be maintained by the Lot Owner. Said driveway is not warrantied, nor is it in anyway the responsibility of anyone other than the Lot Owner. Lot 4,5,6 and 7, will share a common private driveway as shown on Exhibit "A" as an easement granted by these Covenants, Lot 39 shall also have access over said drive but only if needed to access the rear of the Lot for construction or repair and only if access across lot 39 is not feasible. Said common drive shall be constructed of 6 inch concrete with 10% limestone and rebar and shall run across lot 4,5 and 6, abutting lot 7, and shall be approximately 20-24 feet wide. All cost for maintenance and repair, including snow removal shall be equally shared by Lot Owners 4,5,6 and 7, working together with the QP Association in the handling of said matters. Any damage (and the cost to repair or replace) to said drive caused by a direct act related to a Lot Owner, its family, guests, or workers, for example, will be borne by the responsible Lot Owner.

10. No grading, construction or other activity shall be performed on any Lot which would in anyway interfere with or cause damage to the Common Landscape Improvements installed by the Declarant within the Permanent Landscape Easement described in Article IV of these Covenants. The Declarant may require a Lot Owner to use a temporary drive for construction purposes, said drive may be allowed across vacant Lots at the consent of the Declarant.

11. In addition to the approval by the Architectural Control Committee described herein, all Owners of the Lots must also comply with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Lots 17 through 42, inclusive, in Quail Ridge on Skyline Drive, a Subdivision in Douglas County, Nebraska, which is dated August 30, 1978 and recorded in Book 602 at Page 366 of the Records of the Register of Deeds, Douglas County, Nebraska, including, but not limited to the provisions relating Architectural Control Approval and any other Declaration of

Covenants, Conditions and Restrictions filed and recorded against said Lots.

12. Each Lot Owner is required to install, as directed by the Declarant, up lighting on the front of the residence that must be automatically operational from dusk to dawn. Also each Residence is required to have exterior can lighting in the soffits on the front of the residence.

13. Each residence is required to wrap the exterior fascia, soffits, jambs etc. with prefinished white aluminum soffit material along with prefinished White seamless gutters, down spouts, and garage doors. The roofs are required to be covered with Tampko, Heritage Asphalt, 40 year, premium grade shingles, Oxford Grey is the only approved color. Roof pitch must be minimum 10/12 or 12/12 pitch on sides and minimum 8/12 front and back, special situations may allow the Declarant to approve less pitch roofs on certain areas of the structure. The Declarant is granted the right at his discretion to make any necessary changes to these Covenants.

14. Lots 4 through 7 are required to face the residences on the lots to the East with the rear walkout to the West and the rear yard abutting 222nd Street. No drives will be allowed from 222nd street for any Lot, and drives on Quail Place as already predetermined.

15. Each Lot Owner shall be cordial and neighborly to the other granting them access if needed across their drives to access areas of lots that due to the topography and the front walls on Quail Place may not be accessible across the Owners own lot. The Owner requesting permission must not take advantage of the situation and must work neatly and rapidly to complete the reason for access. Any damage done to the Lot Owners property must be totally repaired (like new) with the total cost being borne by the Owner gaining access. In the event said access shall be for an extended amount of time, the owner requesting access may want to reasonably compensate their good neighbor for the trouble. All being done with respect, consideration and understanding for each other. The owner wishing to gain access must fully inform the neighbor, discussing times and ways of access. Both parties must agree to the terms and conditions of the situation. Any disputes or problems that can not be worked out between the two parties should first be quickly brought before the Chairman and Vice-Chairman for assistance.

16. Lot 39 shall be granted the right (easement, exhibit "A") to use and maintain as yard space the area between the west property line of lot 39 and the post and fence (If constructed), located approximately 3' off of the east property line of lots 4, 5, 6, and 7.

17. No Lot may be divided without the approval of the Declarant of which such a request will most likely be denied.

ARTICLE IV.

COMMON LANDSCAPE AND OTHER IMPROVEMENTS

APPLICABLE TO LOTS 35, 39, REPLAT 2 LOTS 1-7, QUAIL RIDGE ON SKYLINE DRIVE

A. Installation of Common Landscape Improvements. The Declarant has developed a common fence, entrance markers, walls, lighting, and landscape plan (also designated driveways) for Lots 35 and 39, and REPLAT 2 LOTS 1 through 7, inclusive Quail Ridge on Skyline Drive, a Subdivision in Elkhorn in Douglas County, Nebraska. The attached exhibit "A" shows the Common Area and Landscape Easement area, which Easement area may be permanently recorded at anytime, by the Declarant, without further consent of the Lot Owners, all in Douglas County, Nebraska, along with the 25' wide Common Driveway Easement granted to Replat 2 Lots 4, 5, 6, 7, and lot 39 as described in these Covenants, and the Yard, Landscape, and Fence Easement, along with the Sewer Easement granted to lot 39, as described in the Covenants. The above Easement areas are shown on Exhibit "A" and made a part of these Covenants and shall be permanently binding on the Lots and their Owners. The Common Area and Landscape Easement, consisting of a common fence, landscaping, entrance marker, Posts and wall, lighting and other related improvements may herein after be referred to as the "Common Landscape Improvements". The Common Landscape Improvements shall form a common scheme of development of the Lots and enhance the uniqueness and attractiveness of the Lots. No permanent buildings or structures shall be placed or erected within the Landscape Easement and no grading nor

other activities shall be performed on any of the Lots which would in any way effect, damage or detract from the common scheme appearance of the Common Landscape Improvements. Subject to the foregoing, the area within the Permanent Landscape Easement has designated Driveway areas that have been constructed for the use of each Lot and Lot 2 may use the allotted open landscape area for a circle drive and sidewalk approach to the residence, at which time the Lot Owner of Lot 2 will be required by the Declarant to install reasonable additional landscaping on the Common Landscape Area and necessary repairs to complete the area, all to be done in conjunction with the construction of the residence on the Lot. The Common Landscape Improvements must be approved by the Declarant and/or the Board of Directors of the Association or by an appointed architectural committee prior to the time that any of the items referred to in the Common Landscape Improvements are installed or constructed. After such approval, any amendments or additions to the Common Landscape Improvements must be approved by the Declarant, the Board of Directors of the Association or the architectural committee prior to the installation or construction of such amendments or additions. Notwithstanding the foregoing, the owners of the Quail Place Lots shall have the right to remove all or a portion of the Common Landscape Improvements by the unanimous written consent of all the owners of Lots 35, 39, REPLAT 2 Lots 1-7.

B. Maintenance and Repair of the Common Landscape Improvements. After the installation of the Common Landscape Improvements, by the Declarant, and/or the then Owner of each Lot, as required by these Covenants, upon which the Common Landscape Improvements are located, shall properly be maintained, repaired and constructed by the QP Association and as herein described. If any of the improvements on the Common Landscape Improvement area are damage and need repair due to the direct act of a Lot Owner, its guest, family, or anyone associated with, the cost shall be borne by that Lot Owner. As for the fence which is erected on a common lot line between Lots, or on the rear or side yard and is not apart of the Common Landscape Improvement, each Owner of such Lot is responsible for the maintenance and repair of the fence which is on his lot, unless Owners have made arrangements to share said fence and costs. Each Lot Owner shall perform the maintenance and repair of the fence, landscaping and improvements on their Lot except for the Common Landscape Improvements as described in these Covenants. The up lights on the entrance markers and posts must automatically turn on at dusk and off at dawn, there are no street lights in Quail Place so these Lights must always be on when dark. The Common Landscape Improvements including the lawns, plants, trees, mulch, sprinklers, lights, posts, walls, entrance markers, and fence must be maintained on a regular and ongoing basis by the QP Association and the QP Lot Owners, all as described herein.

C. Insurance on the Common Landscape Improvements and area. The Owners of each Lot are required by these Covenants to include and maintain adequate Homeowners Insurance including Liability against all loss, damage, fire, theft, accident, storm, etc on all the Improvements on their Lot and including the Common Landscape Improvements and area that is on their Lot.

D. Application. The provisions of Article IV and V of these covenants shall only apply to the Owners of Lots 35 and 39, Quail Ridge on Skyline Drive and Lots 1-7, inclusive, Quail Ridge on Skyline Drive Replat 2.

ARTICLE V.

QUAIL PLACE HOMEOWNERS ASSOCIATION FOR LOTS 35 AND 39, QUAIL RIDGE ON SKYLINE DRIVE, AND LOTS 1-7, INCLUSIVE, QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2, IN ELKHORN, IN DOUGLAS COUNTY, NEBRASKA.

The Declarant is granted the right by these Covenants to organize a non-incorporated, non-profit, Homeowners Association for the nine Quail Place Lot Owners. Said Lot Owners of Lots 35 and 39, Quail Ridge on Skyline Drive and Lots 1 through 7, inclusive, Quail Ridge on Skyline Drive Replat 2, are required by these Covenants, mandatory membership. The QP Association is organized to carry out its duties as described in these Covenants. The QP Association shall have nine members, each Lot Owner is required to be a member. Each member shall represent one-ninth of the

Association. The QP Association shall have the right to collect dues and assessments from its members in order to fulfill its obligations under the terms and conditions of these Covenants. The Declarant may, at his discretion, be the chairman, vice chairman, secretary and treasurer of the QP Association until two years following the sale and conveyance of the last lot owned by the Declarant or his successor or assigns. After the Declarant assigns the operations of the QP Association to the members, the members shall meet annually as decided by the chairman and vice-chairman to select, vote and nominate a chairman and vice-chairman (the chairman shall also be treasurer and the vice-chairman shall be secretary of the association for the following one (1) year). A quorum of at least five of the nine members must be present at the meeting or the meeting must be rescheduled until a quorum is present. If the meeting is rescheduled, a quorum of four members will be required the second time. If the meeting is rescheduled a third time, only two members will be required until a quorum is present and the meeting is held. All members must be notified of meetings. Meetings may be held monthly or less as needed. All decisions that pertain to dues or assessments or may alter the property values must be a formal meeting with a quorum present and a majority vote of all its members must be reached before action may be taken. The QP Association's main responsibility is the maintenance, repair, and the construction of the Common Landscape Improvements (included in this task is lawn mowing, grass, sprinklers, plants, trees, lights, fence, mulch, Posts, walls, entrance markers, etc.) along with establishing, collecting and managing the dues and assessments, and paying the related bills, all as described herein, and when necessary, as approved by a majority vote of the QP Association members. Also, when the Declarant determines to assign his responsibility to the QP Association, including the architectural control committee and the enforcement and obligations of these Covenants and Restrictions for the common good of all its members, the members, as need be, may from time to time call a meeting by request through the chairman or the chairman as deems necessary may call a meeting, but never more than one per month unless agreed by vote, in order to establish more clear guidelines as to the operations of the QP Association or other issues as they may arise, all new guidelines and decisions must be established or amended by a majority vote of its members. If after 30 days of waiting for a member to vote, said member does not vote, the count for the majority vote for that decision shall not include that member. The Declarant or the QP Association as it determines may incorporate the QP Association with out the consent of all its members. Said members may be required to sign any required documents to do so. The same shall be true for the formal filing of any of the Easements shown on EXHIBIT "A" and made apart of these Covenants. The books, accounts, actions, and agreements of the QP Association shall be readily available for inspection to any member who should request them.

ARTICLE VI.

QUAIL RIDGE ON SKYLINE DRIVE COVENANTS

The Lots subject to this Declaration are also subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated August 30, 1978 and recorded on August 31, 1978 in the Douglas County Register of Deeds Office at Book 602, Page 366 and any other Declaration of Covenants, Conditions and Restrictions filed and recorded against the Lots.

ARTICLE VII.

GENERAL PROVISIONS

A. The Declarant, or its assigns, the Quail Place Homeowners Association, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, easements and reservations, now or hereinafter 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. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 70 percent of the then property owners vote to

terminate this declaration. Subject to the QP Association's right to enforce the requirements hereunder and to maintain and repair the Common Landscape Improvements under Article IV and V, 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 four (4) years from the date hereof, including the right of the Declarant to add additional properties to these Covenants. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75 %) of the Lots covered by this Declaration. The Declarant may assign his/her rights, obligations and interest in these Covenants to a third party at any time. The provisions of Article IV and V and anything in the Covenants pertaining to the QP Association providing the right to the QP Association to enforce the maintenance and repair of the Common Landscape Improvements cannot be amended without the prior written consent of the Association.

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.

D. Enforcement. In the event any Lot Owner in the QP Association fails to comply pursuant to the terms of these covenants or fails to pay his share of the dues or assessments pursuant to the terms of these Covenants, then either one or more of the other Lot Owners in the QP Association or the QP Association shall have the right to what ever remedy by law is available to pursue the Owner of such Lot who is failing to perform. If the Owner of such Lot fails to pay his dues or assessments or comply with the terms of these Covenants, then the person(s) or QP Association who paid for said default shall have the right to file a lien upon such Lot Owners Lot to enforce payment of such sum, which lien shall accrue interest at the rate of 12% per annum until paid. Further, the obligation of the all the Lot Owners covered by these Covenants to perform and comply to them hereunder is a personal obligation, as well as an obligation which runs with the Lot, and the person who paid for such default and costs for a Lot Owner who fails to perform shall have the right to file the appropriate action in order to obtain payment for such sum and enforce these Covenants, including the right to obtain a mandatory injunction to require such Owner to perform pursuant to these Covenants.

E. The Declarant and the Chairman and Vice-Chairman of the Quail Place Association can not be held liable in anyway or to anyone for performing or failing to perform any of their duties under the terms and conditions of these Covenants or for any actions taken by them pertaining to the same, and are held harmless of any action that may arise against them by another member. (Except any criminal activities relating to the mishandling of the dues or assessments of the QP Association)

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed
this 14 day of December, 2001.

FORMER DECLARANT:

LIBERTY BUILDING CORPORATION,
A Nebraska corporation

By: 
David Broekemeier, President

DECLARANT:

LIBERTY DEVELOPMENT CORPORATION,

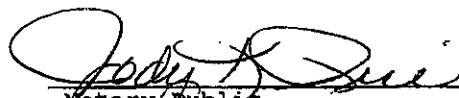
A Nebraska corporation

By: 

David Broekemeier, President

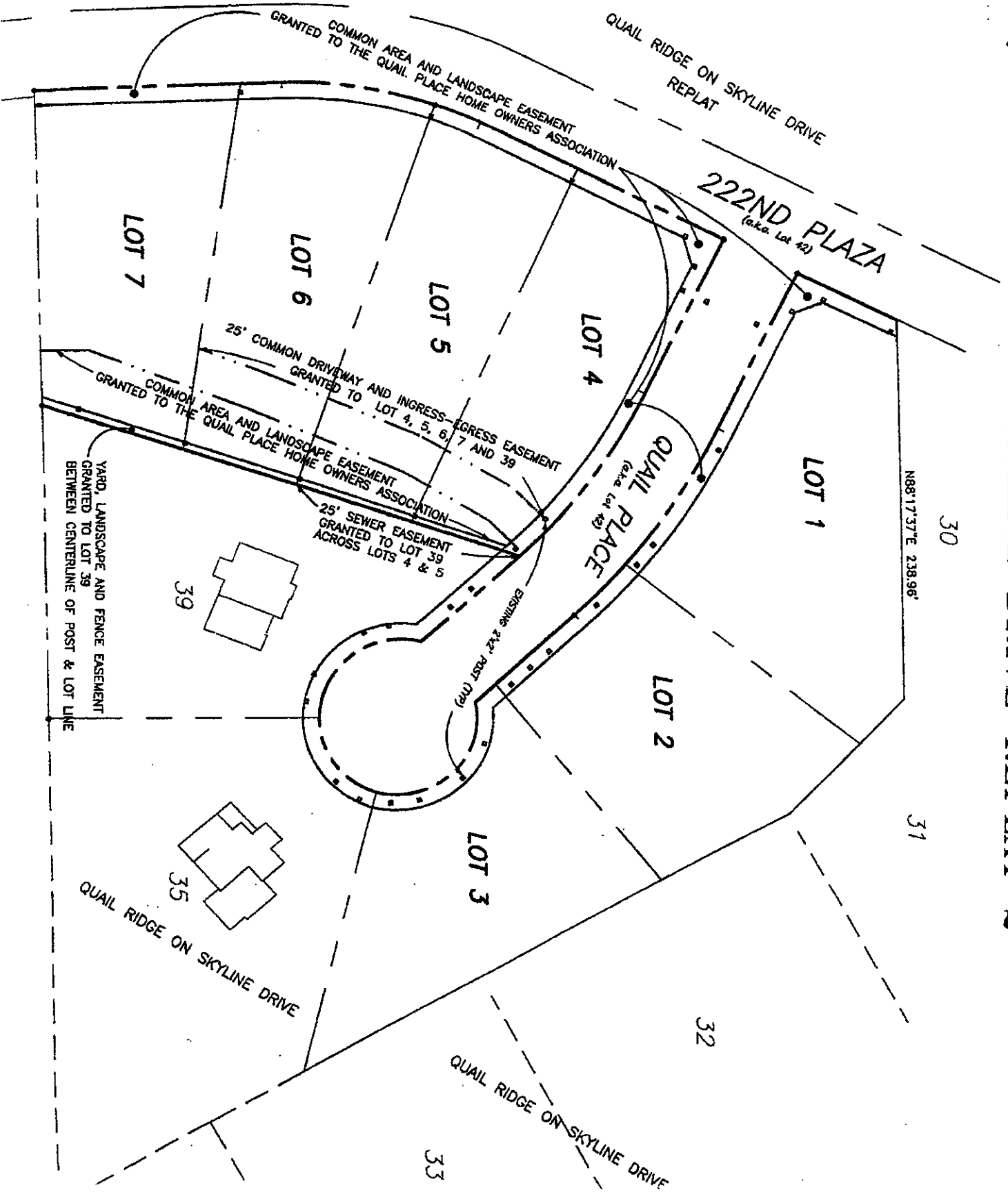
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 14 day of July, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came David Broekemeier, President of Liberty Development Corporation and Liberty Building Corporation, both Nebraska corporations, and acknowledged that he executed the above as the willful act and deed of said corporation.


Notary Public

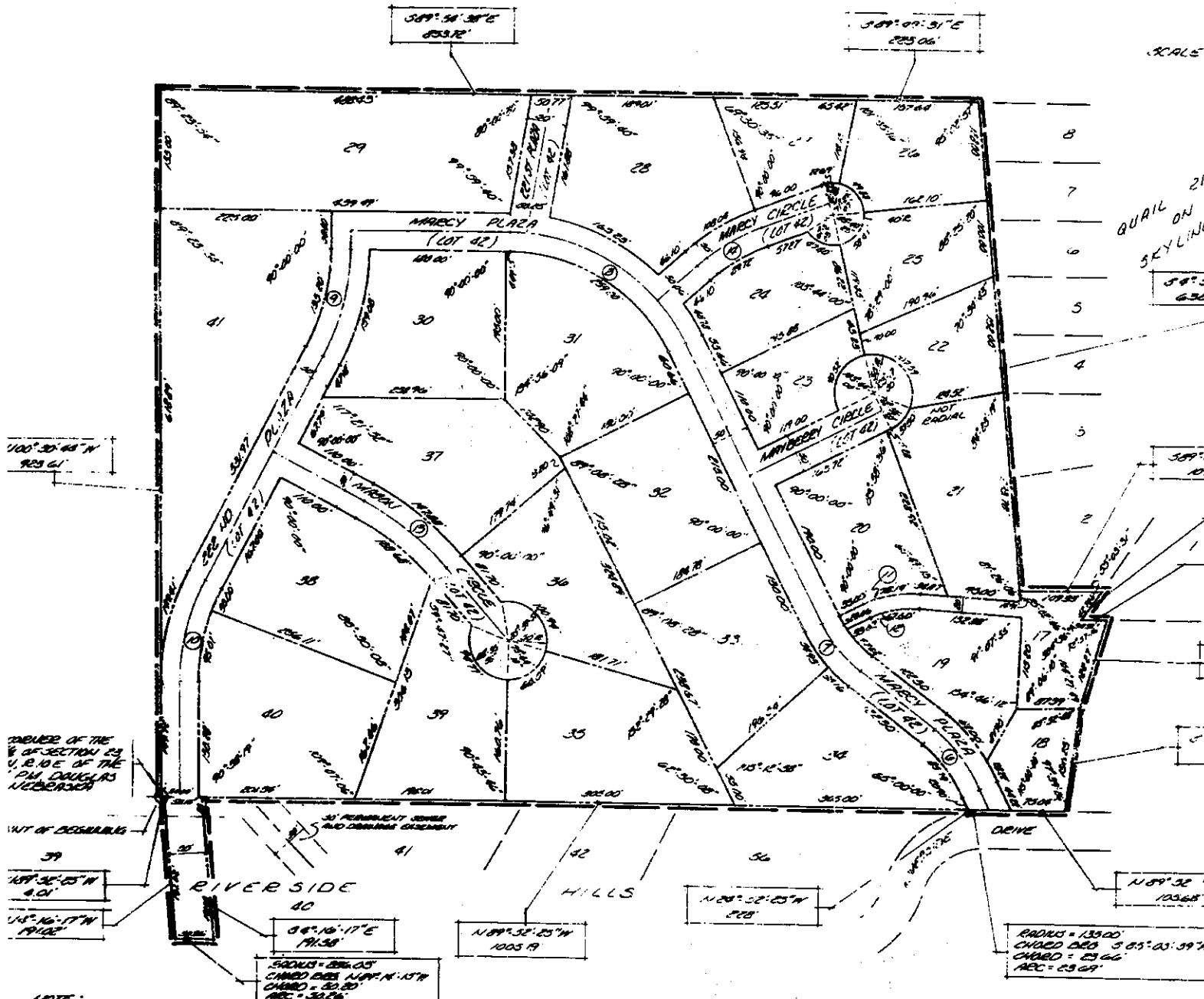
QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2

EXHIBIT "A"



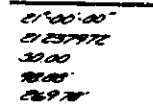
QUAIL RIDGE ON SKYLINE DRIVE

LOTS 17 THROUGH 42 INCLUSIVE
BEING A PLATTING OF PART OF THE SE 1/4 OF SECTION 23, T15N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND A REPLATTING OF PART OF LOT 2, QUAIL RIDGE ON SKYLINE DRIVE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY AND A REPLATTING OF PART OF LOTS 40 AND 46 RIVERSIDE HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.



NOTE:
1. DISTANCES SHOWN IN CURVES ARE ARC DISTANCES NOT CH 20 DISTANCES
2. SIDE LOT LINES ARE RADIAL TO CURVE UNLESS OTHERWISE NOTED

CURVE DATA									
1. $\Delta = 27^{\circ}00'00''$ $D = 28.50779$ $T = 30.00$ $L = 78.00$ $R = 200.38$	2. $\Delta = 26^{\circ}21'40''$ $D = 38.365300$ $T = 40.00$ $L = 78.38$ $R = 170.61$	3. $\Delta = 43^{\circ}23'53''$ $D = 22.10933$ $T = 140.00$ $L = 294.66$ $R = 250.01$	4. $\Delta = 27^{\circ}01'32''$ $D = 18.39702$ $T = 75.00$ $L = 17.14$ $R = 300.08$	5. $\Delta = 27^{\circ}57'38''$ $D = 20.34706$ $T = 78.00$ $L = 132.81$ $R = 201.11$	6. $\Delta = 30^{\circ}2'11''$ $D = 58.65309$ $T = 40.00$ $L = 78.14$ $R = 140.25$	7. $\Delta = 30^{\circ}12'11''$ $D = 44.652006$ $T = 34.60$ $L = 67.60$ $R = 128.25$	8. $\Delta = 22^{\circ}30'00''$ $D = 15.91077$ $T = 70.00$ $L = 28.28$ $R = 360.12$	9. $\Delta = 22^{\circ}30'00''$ $D = 15.91077$ $T = 70.00$ $L = 28.28$ $R = 360.12$	10. $\Delta = 22^{\circ}30'00''$ $D = 15.91077$ $T = 70.00$ $L = 28.28$ $R = 360.12$



150. 270

REFERENCES

1. THE UNDEVELOPED RECEIVED LAND SURVEY IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I HAVE MADE A THOROUGH SURVEY OF THE SUBDIVISION HEREIN, AND THAT FOREMAN'S MARKERS HAVE BEEN PLACED ON THE BOUNDARY AND THAT IRON PIPES HAVE BEEN PLACED AT ALL CORNERS OF ALL LOTS, ANGLES BORNEN AND LINE OF ALL CURVES IN QUAIL RIDGE ON SKILLIE DRIVE, LOTS 17 THRU 42, BEING A PLATTING OF THAT PART OF THE NW 1/4 OF SECTION 23, T1N, R1E, ALIEN OF THE 6TH P.M., NEBRASKA COUNTY, NEBRASKA, AND A REPLACING OF PART OF LOT 2, QUAIL RIDGE ON SKILLIE DRIVE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID NEBRASKA COUNTY, AND A REPLACING OF PART OF LOTS 40 AND 46, RIVERSIDE HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID NEBRASKA COUNTY, AND A REPLACING BEGINNING AT THE S.W. CORNER OF SAID SEC. 23; THENCE N 00° 30' 44" W (ANGULAR BEARING) ON THE WEST LINE OF SAID SEC. 23; THENCE S 09° 49' 31" E, 653.72 FEET; THENCE S 09° 49' 31" E, 223.66 FEET TO THE N.W. CORNER OF LOT 5, QUAIL RIDGE ON SKILLIE DRIVE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED; THENCE S 09° 49' 31" E ON THE WESTERN LINE OF LOTS 1 THRU 5 INCLUSIVE; SAID QUAIL RIDGE ON SKILLIE DRIVE, 638.00 FEET; THENCE S 09° 35' 14" E ON A LINE EASTERLY L.V. OF SAID LOT 2, 42.70 FEET TO THE S.W. CORNER OF SAID LOT 2, 109.33 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2; THENCE S 35° 01' 15" W ON THE 34.32 FEET; THENCE S 16° 07' 30" W, 122.27 FEET; THENCE S 7° 41' 02" W, 136.25 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LOT 1 SAID QUAIL RIDGE ON SKILLIE DRIVE, SOUTH LINE OF 70.50 FEET, 105.68 FEET TO THE N.E. CORNER OF SAID LOT 56; THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 56 ON A CURVE TO THE LEFT (RADIUS 135.00 FEET, CHORD BEARING S 85° 03' 59" W, CHORD DISTANCE 23.64 FEET), AN ARC DISTANCE OF 23.64 FEET; THENCE S 24° 52' 25" W, 2.26 FEET TO A POINT ON THE SOUTH LINE OF SAID SEC. 23; THENCE N 09° 52' 25" W ON THE S.W. CORNER OF SAID LOT 40, 191.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 40; THENCE N 09° 52' 25" W ON A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 40, 191.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 40; THENCE N 09° 52' 25" W ON THE S.W. CORNER OF SAID LOT 40; THENCE S 04° 16' 17" W ON THE WEST LINE OF SAID LOT 40, 191.02 FEET TO THE N.W. CORNER OF SAID LOT 40; THENCE N 09° 52' 25" W ON THE SOUTH LINE OF SAID SEC. 23, 4.01 FEET TO THE POINT OF BEGINNING.

DATE January 23, 1975

James S. Warner
ENGINEER AND SURVEYOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MAL GROVE, INC. (A NEBRASKA CORPORATION) AND THOMAS E. BERMAN AND INA H. BERMAN (BERMAN AND WIFE) BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, TO BE HEREINAFTER SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAIL RIDGE ON SIXTEEN DRIVE, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE GRAND PRAIRIE POWER DISTRICT, 605 NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND REBUILD, POLES, WIRES, CROSSINGS, DRAIN CUTS AND ACCESS, AND NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDING OF AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXISTING LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING ALL FRONT AND SIDE BOUNDARY LOT LINES; BOUNDARY LINES OF ALL EXISTING LOTS. THE THREE EXISTING LOTS IS HEREIN PROVIDED AS THESE LOTS FORMING THE OTHER PORTION OF THE ABOVE DESCRIBED ADDITION. SAID (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TRAILS, RETAINING WALLS OR LATER ROCK WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHEDS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT IN THE LONG TERM DESTROY OR

HALL GROVE, INC.
Sheila Grove Pres

James J. Abner Sec.

THOMAS E. BOWMAN
THOMAS E. BOWMAN

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA) SS
COUNTY OF Douglas)

ON THIS 3 DAY OF February, 1978, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED Harold E. Hange AND Joyce A. Hange, WHO ARE PERSONALLY KNOWN BY ME TO BE, RESPECTIVELY, THE President AND Secretary OF SAID CORPORATION, AND THEY DID ACKNOWLEDGE THEIR EXECUTION OF THE FOREGOING DECLARATION TO BE THEIR VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

MY COMMISSION EXPIRES May 10, 1981

1. RECEIVED 10/10/1964
2. RECEIVED 10/10/1964
3. RECEIVED 10/10/1964

James C. Duff

ASSESSMENT OF NEEDS

STATE OF Nevada)
COUNTY OF Douglas) SS

ON THIS 14 DAY OF February, 1978, BEFORE ME, A JUDICIAL PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Thomas A. Brennan AND James D. Brennan WHO ARE PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE DEDICATION ON THIS DEED AND THEY DID ACKNOWLEDGE THE SENDING OF SAME TO BE THEIR OWN VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE LAST DATE AFORESAID.

MY COMMISSION EXPIRES May 10, 1981

1. **RECEIVED** - Date of Receipt
 2. **RECEIVED** - Date of Receipt
 3. **RECEIVED** - Date of Receipt

SECRET

DODGE COUNTY TRAINER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE OR DELINQUENT UPON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS
 PLAT AS OF THE 19 DAY OF Feb. 1978.

James P. Harnett
DUNGLAS COUNTY TREASURER
James P. Harnett

APPROVAL OF DOUGLAS COUNTY SURVEYOR

THIS PLAT OF QUAIL RIDGE ON SKIDLINE BLVD WAS APPROVED BY THE DOUGLAS COUNTY SURVEYOR THIS 21 DAY OF FEBRUARY, 1978

1978. *Eric J. Jambly*
DOUGLAS COUNTY SHERIFF

APPROVAL OF DOUGLAS COUNTY PLANNING COMMISSION

THIS PLAN OF QUAIL RIDGE ON SKYLINE DRIVE WAS APPROVED BY THE DOUGLAS COUNTY PLANNING COMMISSION THIS 9th DAY OF March, 1976.

1976.

APPROVAL OF DOUGLAS COUNTY BOARD

THIS PLAN OF WELL RANGE OF SECTION 18.18 WAS APPROVED BY THE DOUGLAS COUNTY BOARD ON THIS 4th DAY OF April, 1976.

[Handwritten signature]

1970.
County Clerk



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HAL GROVE, INC., THOMAS E. BOWMAN and UNA H. BOWMAN hereinafter referred to as "Declarants".

WITNESSETH:

are

WHEREAS, Declarants~~s~~ are the owners of certain property, which is more particularly described as:

Lots 17 through 42, inclusive, in Quail Ridge on Skyline Drive, a subdivision in Douglas County, Nebraska.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, 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, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Quail Ridge Association, Inc., a Nebraska non-profit corporation.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the

owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 42 in said subdivision shall be used and maintained as a perpetual, non-exclusive easement roadway to provide means of vehicular and pedestrian access to each and all lots in the Properties. Lot 41 in said subdivision shall be used and developed for recreational purposes for use by all owners of lots in the Properties.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hal Grove, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Use Restrictions. All lots shall be used only for private dwelling purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association. Outdoor parking of boats or recreational vehicles and erection of outdoor radio or television antennas will not be permitted.

Section 4. Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to enter any dwelling or structure on any lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties or the Common Area above described.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a 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 lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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 December 31, 1982.

ARTICLE IV

COVENANT 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 lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and insurance of the Common Area, and limited exterior maintenance upon each lot.

Section 3. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide limited exterior maintenance upon each lot which is subject to assessment hereunder, as follows: mowing, fertilizing, watering and planting of trees, shrubs and grass and snow removal on walks and drives. The Association shall from time to time determine the scope and the items to be covered by such exterior maintenance program or the Association may elect to perform no such items of exterior maintenance. The Association may also elect to provide garbage and trash removal, street construction and repairs, and payment of sewer use fees and charges.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 4. Payment of Assessments. The annual assessments shall be payable in twelve equal, monthly installments one month in advance on or before the first day of each month; provided however that the Directors may establish a different method of payment upon notice to the owners. Special assessments shall be payable in the manner, amounts and times specified by the Directors.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (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 60 days following the preceding meeting.

Section 7. Rate of Assessment.

The total annual and special assessments shall be levied at the rate of one-twenty fourth thereof against each lot; provided however that until January 1, 1983 the maximum annual amount that may be levied against any lot upon which there is no completed dwelling as of each January 1st shall be \$25.00 for such year and the remainder of the total assessments shall be levied equally against the built-upon lots.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. 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 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 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 have been paid.

Section 9. 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 rate of 11 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All exposed foundations must be covered with brick and roofs must be wood shingles or other material approved by the Board.

ARTICLE VI

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. Failure by the Association 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety per cent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five per cent (75%) of the lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties after December 31, 1977 by the execution and recording of an amendment to this Declaration by all owners of the land to be annexed and by the requisite number of owners of lots as provided in Section 3 of Article VI hereof. Said amendment shall alter Article IV, Section 7, hereof in order to adjust the rate of apportioning annual and special assessments to a basis reflecting the proportionate value of each lot without regard to the value of improvements erected thereon.

Section 5. Special Rights of Mortgagees. Any notice required to be given to an owner must be similarly given to all mortgagees of record covering said Lots 49 through 64 and Parcel "A". In addition to the required consents by owners, it is also required that all such mortgagees of record execute written consents to the dedication, the assessments, the amendments and annexations referred to respectively in Article II Sec. 1(c), Article IV Sec. 5, and Article VI Secs. 3 and 4, above.

Section 6. Special Building Requirement. When each home is constructed, it shall include an exterior electric light or lights located as prescribed in the plans approved by the Association and equipped with a photo-electric cell which will turn on the light(s) during all periods of darkness. Each lot owner will maintain such light(s) in working condition at all times and with the wattage prescribed by the Association.

EXECUTED this 30th day of August, 1978

Thomas E. Bowman
Thomas E. Bowman

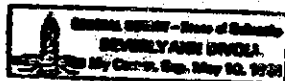
HAL GROVE, INC.

Una M. Bowman
Una M. Bowman

By Harold E. Grove
President

STATE OF NEBRASKA)
) ss. On the date last-above written before me, the undersigned, a Notary Public in and for said COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE, President of Hal Grove, Inc. (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority, and also personally appeared THOMAS E. and UNA M. BOWMAN, husband and wife, who are personally known to me and who acknowledged the execution of the above instrument as their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last-above written.



Beverly Ann Duvall
Notary Public

32 Recd.

RECEIVED
AUG 31 AM 9:28
DOUGLAS COUNTY
NEBRASKA

602
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27-19
Index
Compd
83-823 ETC

83/33

Original

Quail Ridge on Skyline Drive

Plat and Dedication:

Filed 10-25-76, in Book 1547 at Page 152, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

☒ on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;

an 8 foot wide strip of land abutting the rear boundary line of all interior lots;

and a 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

☒ Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 7-7-76, in Book 567 at Page 57, Instrument No. _____

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

on, over, through, under and across

or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

OWNER EASEMENTS of Enjoyment and Easement & License
to Enter any dwelling or Structure on any lot at all Times

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

to Repair to plumbing, SEWERS, gasline, Water line, telephone
Lines, electric Lines, meters rent over, under, upon said lot

567-64 Perpetual Easement filed 7-7-76
See attached Copy

Quail Ridge on Skyline Drive

Plat and Dedication:

Filed 10-25-76, in Book 1547 at Page 152, Instrument No. _____

- ☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

- for utility, installation and maintenance
☒ on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

- ☒ Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Filed 7-7-76, in Book 507 at Page 57, Instrument No. _____

Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

- for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

OWNER EASEMENTS of Enjoyment and Easement & License
to Enter any dwelling or Structure on any lot at all Times

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

to Repair to plumbing, SEWERS, gasline, Water line, telephone
Lines, electric Lines, meters vent over, under, upon said lots

567-64 Perpetual Easement filed 7-7-76
See attached Copy

Quail Ridge on
Skyline Dr

Lot 1 thru 16

Plat and Dedication

Filed 6-25-76, in Book 1547 at Page 152, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

adjoining all
a 5 foot wide strip of land ~~abutting the front and the~~ side boundary lines of all lots;
an 8 foot wide strip of land ~~abutting the rear~~ boundary line of all interior lots;
and a 16 foot wide strip of land ~~abutting the rear~~ boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

☒ Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 7-7-76 in Book 567 at Page 57, Instrument No. _____

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association ☒ Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Owners Easements of Enjoyment and the Assoc and its agents
Contractors & designee shall have an easement & license to enter any dwelling
or structure on any lot at all times for repairs, plumbing, sewers, gas
lines, water
lines, telephone
lines, etc

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____