

DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF

THE ABBEY HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by JOHN J. MALONEY, President of TOWER INVESTMENTS INCORPORATION, also known as THE ABBEY HOME OWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the City of Omaha, County of Douglas, State of Nebraska, which is more particularly described as:

Lot One (1) through Sixty-Nine (69) inclusive, and outlots A,B,C,D,E, and F, outlots A through F incorporated in "The Abbey" Addition, the same being a replat of Lots Two Hundred Twenty-Nine (229) Two Hundred Thirty (230) Two Hundred Thirty-One (231) Two Hundred Thirty-Two (232) and Four Hundred Three (402) in the Candlewood Addition as surveyed, platted and recorded.

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 protection 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

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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 TOWER INVESTMENT INCORPORATION, its successors and assigns.

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 including the improvements thereto owned by the Association for the common use and enjoyment of all of the owners.

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 TOWER

INVESTMENT INCORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's 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 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.

(b) 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 agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members 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.

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 Declarants, 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 exercised as they 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 Declarants 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:

- 10
- (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 31st, 1989.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

is- Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers and The Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefitted homeowner for the cost of repair of the private sewer.

The annual assessments or charges as levied by THE ABBEY HOMEOWNERS ASSOCIATION, shall be used by said association as follows: (a) administrative expenses, both legal and audit services; (b) electricity for lighting and street light maintenance; (c) water maintenance; (d) snow removal; (e) the maintenance of private lawns and common entry and common lots; (f) private street and plaza area maintenance and repair; (g) fence maintenance; and for such other similar expenses that may be considered common area maintenance, as from time to time may be approved by said association.

Section 2. Purpose of Assessments. The assessments

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- (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 31st, 1989.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers and The Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefitted homeowner for the cost of repair of the private sewer.

The annual assessments or charges as levied by THE ABBEY HOMEOWNERS ASSOCIATION, shall be used by said association as follows: (a) administrative expenses, both legal and audit services; (b) electricity for lighting and street light maintenance; (c) water maintenance; (d) snow removal; (e) yard maintenance, including entry and common lot shrubs; (f) private street and plaza area maintenance and repair; (g) fence maintenance; and for such other similar expenses that may be considered common area maintenance, as from time to time may be approved by said association.

Section 2. Purpose of Assessments. The assessments

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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 and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Seven Hundred Eighty and NO/100***** per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 7.5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 7.5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. 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

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whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Are, 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 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. 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 convey-

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ance 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. 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 6 percent 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. 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 9. 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 lieu 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 addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design 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

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be required, and this Article will be deemed to have been fully complied with.

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

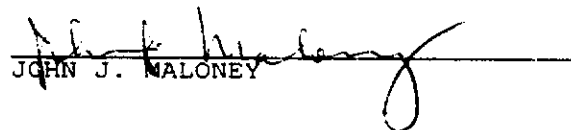
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be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

seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of Two-Thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 23rd day of August, 1985.


JOHN J. MALONEY

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of THE ABBEY HOME OWNERS ASSOCIATION, a Nebraska corporation, and,

That the foregoing Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION as duly adopted at a meeting of the Board of Directors thereof, held on the 16th

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5/35 7/100

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~~SECRETARY~~

NOTARY PUBLIC

3:55 min^D

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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AMENDMENT TO AND RESTATEMENT OF DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/17/2007 15:42:08.81



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Please return to:
Slusky Law
Jennifer Taylor
17445 Arbor Street, Suite 300
Omaha, NE 68130

13293

STATE OF NEBRASKA Cross Reference to Declaration at:

Book 749

COUNTY OF DOUGLAS

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**AMENDMENT TO AND RESTATEMENT OF DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION**

THIS AMENDMENT TO AND RESTATEMENT OF DECLARATION is made this 15th day of October, 2007 by THE ABBEY HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, on June 17, 1986, Tower Investments, Inc. filed that certain Declaration of Conditions and Restrictions of The Abbey Homeowners Association, recorded in Official Records Book 649, Page 357 et seq. of the Public Records of Douglas County, Nebraska ("Original Declaration"); and

WHEREAS, the Board of Directors has proposed to amend and restate the Declaration in order to update the method of community governance, to establish flexible and reasonable procedures to govern owners of residences and to further define the procedures and responsibilities of the Board of Directors and the Association, among other things; and

WHEREAS, notice of a special meeting of the Association for the purpose of considering this Amendment was given to each Voting Member on September 5, 2007; and

WHEREAS, a special meeting of the Association was held on October 15, 2007, for the purpose of considering this Amendment, at which 35 votes were cast in favor of this Amendment.

WHEREAS, seventy-five percent (75%) of the total votes in the Association voted to amend the Declaration by adopting the Amendment to and Restatement of Declaration of Conditions and Restrictions of The Abbey Homeowner's Association.

NOW THEREFORE, the Original Declaration is hereby amended by striking it and all amendments and exhibits thereto in their entirety and substituting in its place the Amended and Restated Declaration attached hereto.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set his hand and seal this 17th day of October, 2007.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE ABBEY HOMEOWNERS ASSOCIATION, a Nebraska corporation, and,

That the foregoing Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION as duly adopted at a meeting of the Board of Directors held on the 15 day of OCTOBER, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of OCTOBER, 2007.

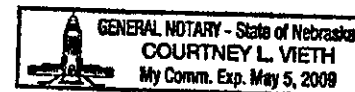
Kerry Severin
SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of October, 2007, before me, the undersigned, a Notary Public in and for said County, personally came Kerry Severin, to me personally known to be Secretary and the identical person whose name is affixed to the above and foregoing Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION, 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 said corporation was thereto affixed by its authority.

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

Courtney L. Vieth
NOTARY PUBLIC



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**AMENDED AND RESTATED DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is made this ____ day of _____, 2007 by THE ABBEY HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH:

NOW, THEREFORE, Association hereby declares that all of the real property described on Exhibit "A", hereto (the "Properties") shall be subject to the covenants, conditions, restrictions and easements, set forth in this Declaration. Association further declares that the Properties shall be held, conveyed, encumbered, sold, leased, rented, used occupied and improved subject to the easements, restrictions, covenants and conditions set forth below, which are for the purpose of protecting the value and desirability of the Properties, and which shall run with such real property and be binding on all parties having any right, title or interest in or all portions of the Properties, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Annual Assessments" shall mean and refer to the Annual General Assessment and any Special Assessment which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.02 "Association" shall mean and refer to THE ABBEY HOMEOWNERS ASSOCIATION, its successors and assigns.

1.03 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assigns to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.04 "Common Area" shall mean and refer to all real property and any improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of all of the Members, as defined on Exhibit "B", attached hereto and incorporated. Such property may (but need not) include any common areas, recreational facilities, parks and other open space land, storm water management and drainage facilities, private streets not dedicated to the City of Omaha, Douglas County, or

State of Nebraska, pathway and bikeway systems and fencing on Common Area. The Association is responsible for management and maintenance of all Common Area.

1.05 "Declaration" shall mean and refer to this Declaration of Conditions and Restrictions as it may from time to time be amended or supplemented in the manner provided within.

1.06 "Dwelling Unit" shall mean and refer to any portion of the Properties, owned in fee simple title, as improved or unimproved, intended for any type of independent ownership either as an unimproved lot or for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) patio, single family detached or zero lot line homes, and the associated land or yard, as may be used and defined as herein provided.

1.07 "Dwelling Unit Property Area" shall mean and refer to the ground, driveway and yard area associated with each Dwelling Unit, but shall not include the interior of any residence.

1.08 "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations adopted by the Board of Directors.

1.09 "Member" shall mean and refer to all Owners of Dwelling Units.

1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit 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. Each Owner shall be a Member of the Association.

1.11 "Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust unincorporated organization or government or agency, or any other separate legal entity.

1.12 "Property" or "Properties" shall mean and refer to that certain real property, more particularly described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.13 "Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or owner who actually resides within the Properties and in the same household with each such individual or Owner; (iii) any person who has a fixed place of habitation at a Dwelling Unit of any

such individual or owner to which, whenever he is absent, he has the intention of returning.

1.14 "Special Assessment" shall mean and refer to the charge or charges imposed pursuant to Article IV of this Declaration.

1.15 "Structure" shall mean and refer to:

- (a) Any thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Property may affect the appearance of such Property, including building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, wishing well, bird bath, statues or any other temporary or permanent improvement on such Property.
- (b) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Property.
- (c) Any change of more than six (6) inches in the grade of any Property.

1.16 "Voting Member" shall mean and refer to the Member appointed by the Owner(s) of each Dwelling Unit as Person authorized to exercise the vote assigned to each Dwelling Unit pursuant to Article III of this Declaration. A list of Voting Members shall be kept by the Board of Directors at all times.

ARTICLE II

PROPERTY RIGHTS OF COMMON AREAS

2.01 Rights of Enjoyment of Common Areas.

Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Dwelling Unit. Each Owner is bound by the terms of the Governing Documents. Each Resident shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when such person ceases to have the status of a Resident. Such easements and rights shall be subject to the following provisions:

- (a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may

include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time.

(b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Areas.

(c) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Areas (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board's Rules and Regulations for period(s) not to exceed sixty (60) days or until such violation is cured, in accordance with Article III.

(d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use the Common Areas (with the exception of any streets or access ways) for so long as any Annual General Assessment or Special Assessment for such Dwelling Unit remains unpaid and overdue.

2.02. Delegation of Use.

Any owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his designated guests, or contract purchasers who reside on the property.

ARTICLE III

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND BOARD OF DIRECTORS

3.01 Organization of the Association.

The Association has been organized as a nonprofit corporation under the laws of the State of Nebraska (i) to provide for the acquisition, construction, management, maintenance and care of the Common Areas; (ii) to obtain, manage and maintain services for the Properties, or section thereof as deemed necessary by the Board or a vote of the Members; and (iii) to take other acts or action which would promote the health, safety or welfare of the Owners and Residents. The Association is charged with such further duties and invested with such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and herein as all of the same may be amended from time to time. The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure to the benefit of any Member or individual. The Members of the Association shall meet a minimum of once each calendar year, as required by the Bylaws of the Association.

3.02 Voting Rights of Members.

Every Owner of a Dwelling Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Dwelling Unit which is subject to assessment. Each Dwelling Unit's Owner or Owners shall be entitled to one (1) vote on each matter submitted to the Members for each Dwelling Unit, such vote to be exercised by the designated Voting Member (who must be a Member of the Association) for that Dwelling Unit. If an Owner owns more than one Dwelling Unit, that Owner shall appoint a Voting Member for each Dwelling Unit and be entitled to one (1) vote on each matter submitted to the Members for each Dwelling Unit owned. Any Member or Voting Member who is in violation of this Declaration, as determined by the Board in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues.

3.03 Board of Directors and Board Authority.

The business and affairs of the Association shall be managed by a Board of Directors elected by the Members, in accordance with the provisions of the Bylaws of the Association. The number of directors, their terms and duties shall be determined by the Bylaws of the Association.

The Association may exercise any right or privilege given to it expressly by the Declaration, Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise provided in the Declaration, Articles of Incorporation or Bylaws, all rights and powers of the Association may be exercised by the Board without a vote of the Members. Rules and Regulations instituted by the Board may be amended or revised by a vote of the Members.

The Board may institute, defend, settle or intervene on behalf of the Association in, mediation, binding or non-binding arbitration, litigation or administrative proceedings in matters pertaining to the Common Areas, enforcement of the Declaration, Bylaws or Rules and Regulations, or any other civil claim or action. However, this shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

3.04 Adoption of Further Rules and Regulations.

The Board of Directors may make such Rules and Regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. If the Board of Directors shall so

determine and if permitted under applicable law, voting on elections and other matters may be conducted by proxy, by mail or by ballot.

3.05 Limitation of Liability.

The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, providers of services obtained by the Association or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe drain, conduit or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

3.06 Compliance and Enforcement.

Every Owner and Resident of a Dwelling Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

- (a) imposing reasonable uniform monetary fines, according to the Bylaws or Rules and Regulations of the Association, which shall constitute a lien upon the violator's Dwelling Unit, or
- (b) suspending an Owner's right to vote; or
- (c) suspending an Owner or Resident's right to use Common Areas; or
- (d) suspending any services provided by the Association to an Owner or the Owner's Dwelling Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association; or
- (e) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation; or
- (f) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Dwelling Unit Property Area in violation of this Declaration and to restore the Dwelling Unit Property Area to its previous condition; or

- (g) exercising self-help in any emergency situation and entry into any Dwelling Unit Property Area or Dwelling Unit for such purpose, which entry shall not be considered a trespass; or
- (h) bringing a suit at law or in equity to enjoin any violation or recover monetary damages or both, after complying with the requirements of Article III.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments.

The Association, for each Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Dwelling Unit 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 (a) Annual Assessments or any amount required by the Board of Directors or by a vote of the Members, according to the Bylaws, to reimburse the Association for the cost of providing insurance for the Dwelling Units, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers, and the Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefited homeowner for the cost of repair of the private sewer.

4.02 Purposes of Assessments.

The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association. Such business and responsibilities may include, but are not limited to (1) the acquisition, construction, management, maintenance and care, repair or replacement of the Common Areas, administration expenses of the Association, snow removal, maintenance of fences indicated on Exhibit "B", street lighting, contracted management and any other Common Area services as the Board may determine from time to time.; (ii) obtaining, managing, and maintaining services for the Properties, or sections thereof including as necessary, but not limited to, refuse collection, painting, lawn mowing and maintenance, gutter cleaning and any other services that may be determined and adjusted by a vote of the Members from time to time; (iii) promoting the recreation, health, safety and welfare of the Members; (iv) providing for the maintenance of the private streets and sidewalks located on the Property; and (v) the collection and payment of all assessments due from the Dwelling Units.

4.03 Establishment of Annual General Assessment.

- (a) The Association shall levy in each of its fiscal years an Annual General Assessment against each Dwelling Unit. The amounts of such Annual Assessments shall be established by the Board of Directors at least thirty (30) days in advance of each Annual Assessment Period.
- (b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its best estimate of the cost of providing services or rights of use which are common to all Dwelling Units.

4.04 Special Assessments.

In addition to the Annual General Assessment authorized above, and *except in an emergency situation*, the Board of Directors, when authorized by a vote of the Members, may levy in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Areas including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. In an emergency situation, such that it would be impossible to assemble a meeting and a vote of the Members, the Board of Directors may levy a Special Assessment, for the purposes described above, without a vote of the Members. Special Assessments shall be imposed against Dwelling Units in the same proportions as Annual General Assessments.

4.05 Repair and Replacement Reserve.

As a part of any Annual Assessment, the Board of Directors may obtain from Owners contributions to capital on a regular basis, which contributions will be used to establish a repair and replacement reserve. Such contributions shall be paid monthly or at such time as regular assessments are due and shall be in an amount to be designated from time to time by the Board of Directors. All of the funds shall be deposited in an account with a lending institution, the accounts of which are insured by any agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America or certificates of deposit in a federally insured lending institution. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the repair or replacement of the Common Area(s).

4.06 Notice and Due Dates

Written notice specifying (i) the amount of each Annual General Assessment and Special Assessment, and (ii) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Dwelling Unit subject

thereto. Each installment of an Annual General Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Bylaws.

4.07 Uniform Rate of Assessment.

Both Annual General and Special Assessments must be fixed at a uniform rate for all Dwelling Units and may be collected on a monthly basis.

4.08 Effect of Nonpayment of Assessments: Remedies of the Association.

Any Assessment not paid within ten (10) days after the due date shall be deemed past due. Once an Assessment is deemed to be past due, the Association may charge the Owner a late fee and for any costs incurred by the Association resulting from the late payment, in accordance with Association Bylaws and Rules and Regulations. Any Assessment not paid within thirty (30) days after the due date shall be delinquent and the Association may exercise any and all of the following remedies: (a) upon notice to the Owner declare the entire balance of any Annual General Assessment or Special Assessment due and payable in full; (b) charge interest; (c) bring an action at law or in equity against the Owners of the Dwelling Unit to collect the same; and (d) foreclose the lien against the Dwelling Unit. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of Nebraska.

The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

4.09 Subordinate of the Lien to the Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit 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 Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

4.10 Certificate of Payment.

The Association shall, upon written request by Owner, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Annual General Assessments and Special Assessments, if any, on a specified Dwelling Unit have been paid. The Association shall furnish said Certificate within ten (10) days of receipt of the written request. A properly executed Certificate of the Association as to the status of Assessments on a Dwelling Unit shall be binding upon the Association as of the date of its issuance.

ARTICLE V

ARCHITECTURAL REVIEW AND ARCHITECTURAL COMMITTEE

5.01 Composition and Appointment.

An Architectural Review and Covenants Committee ("the Architectural Committee") may be elected by the Members or appointed by the Board of Directors, according to the Bylaws. Such Committee shall consist of at least three (3) members, and may be increased or decreased in size by the Board of Directors, from time to time. Members of the Architectural Committee shall serve as required by and according to the Bylaws. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Any member may be removed with cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Review and Covenants Committee, the Board of Directors shall serve as the Architectural Committee.

5.02 Powers and Duties.

(a) The Architectural Committee shall serve as an architectural review board and shall regulate the external design, appearance and location of the Dwelling Units, Dwelling Unit Property Areas and Structures thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and maintain a harmonious relationship among Structures and the Properties.

(b) The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

5.03 Submission of Plans to Architectural Committee for Approval.

No Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Dwelling Unit Property Area, nor shall any existing Structure upon any Dwelling Unit Property Area be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include:

(a) A site plan showing the location of all proposed and existing Structures on the Dwelling Unit Property Area and all existing Structures on adjoining Dwelling Unit Property Areas,

- (b) Exterior elevations for the proposed Structures,
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance and quality of the proposed buildings,
- (d) Description of the plans or provisions for landscaping or grading, and
- (e) Evidence of applicant's ability to complete the project within a reasonable time frame.
- (f) Evidence any new construction or remodeling will be executed by an experienced, licensed contractor.

Any approval or disapproval of a requested action by the Architectural Committee shall be in writing. In denying any application, the Architectural Committee shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board deems appropriate to enforce the architectural provisions of this Declaration.

5.04 Failure of the Architectural Committee to Act.

If the Architectural Committee shall fail to act upon any request submitted to it within forty five (45) days after a complete submission thereof in a form acceptable to the Architectural Committee, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered by the Architectural Committee or the Board of Directors.

5.05 Rules, Regulations and Policy Statements.

The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

- (a) The Architectural Committee shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairman and by a majority of the members of said committee.

(b) A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum.

(c) The Architectural Committee shall maintain minutes of its meetings and a record of the votes taken thereat.

(d) All meetings of the Architectural Committee shall be open to the Members of the Association and any vote of the Architectural Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Architectural Committee from meeting in closed session or executive session in accordance with State and Federal laws or regulations.

(e) A copy of all minutes, rules, regulations and policy statements of the Architectural Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

5.06 Expenses of the Architectural Committee.

The Architectural Committee may charge reasonable fees as approved by the Board of Directors for the processing of any requests, plans and specifications including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however, no member of the Architectural Committee shall be paid any salary or receive any other form of compensation.

5.07 Right of Entry.

The Association and the Architectural Committee through their authorized officers, employees and agents shall have the right to enter upon any Dwelling Unit Property Area at all reasonable times for the purpose of ascertaining whether such Dwelling Unit Property Area or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of this Article and Article VI without the Association or the Architectural Committee or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

ARTICLE VI

GENERAL RESTRICTIONS

6.01 Zoning Regulations.

The Properties, Dwelling Units or Dwelling Unit Property Areas shall not be used for any purpose other than as permitted in the City of Omaha zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as same may be hereafter from time to time amended. No building shall be erected, altered, placed or permitted to remain on the Properties or any Dwelling Unit or Dwelling Unit Property Area other than one used as a single family dwelling, similar to the Dwelling Units currently existing on the date of recording of this Declaration.

6.02 Structures.

The architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure), when visually related to each other and the surrounding natural environment shall be, in the opinion of the Architectural Committee, harmonious in terms of type, size, scale, form, color and material. The repair, replacement, repainting, resurfacing or restoration of any Structure originally approved by the Architectural Committee shall not be subject to the review or approval of the Architectural Committee provided that, following any such repair, replacement, repainting, resurfacing or restoration of any such Structure, the external appearance of such Structure shall be substantially identical with the appearance of said Structure as originally approved. Except as otherwise herein provided, no Structure shall be painted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective, performance-oriented guidelines established by the Architectural Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment and appurtenances from public view.

6.03 Screens and Fences.

Except for any fence installed by the Association, or as currently designated on Exhibit "B", no fence or screen shall be installed on a Dwelling Unit Property Area except in accordance with the guidelines established by the Architectural Committee and with the prior written approval of the Architectural Committee. Any fencing which may be installed by the Association in the Common Area shall be maintained by the Association.

6.04 Signs and Lighting.

The location, color, nature, size, design and construction of all signs or outdoor lights shall be approved in writing by the Architectural Committee prior to the installation thereof.

6.05 Vehicles and Parking.

No commercial truck, commercial bus, taxicabs or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles and motor homes shall be parked in any visible location on the Property without the prior written approval of the Architectural Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicles (a vehicle wider than and/or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 6,000 pounds) may park on the premises. No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Dwelling Unit or on Common Area. The repair or extraordinary maintenance of the vehicles shall not be carried out in a manner that is visible from any Dwelling Unit or on the Common Areas. The Association may enforce the provisions of this Section by towing any non-complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located on the property temporarily (less than 24 hours) to provide services to the Association or a resident. The Board may adopt rules and regulations regarding the number of personal vehicles, not otherwise addressed by this section, permitted to be parked in any visible location on the Properties.

6.06 Animals.

The maintenance, keeping, boarding or raising of animals, livestock, or poultry regardless of number, is prohibited on any Dwelling Unit or upon the Common Area, except for (i) the keeping of guide animals and reasonable number of orderly domestic pets (e.g. fish, nonpoisonous reptiles, dogs, cats, or caged birds), subject to the rules and regulations adopted by the Board of Directors and any relevant City of Omaha ordinance. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Any pet or animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties in such manner as may be allowed by City of Omaha ordinances in effect at the time of removal. In such circumstance, the animal's owner shall be given verbal or written notification of the violation by the Board, to include the nature of the nuisance or disturbance. If the violation continues, the Owner will be given a formal written warning, which shall also include a description of the nature of the nuisance or disturbance. If the violation continues or if the Member fails to address the written warning with the Board for a period of thirty (30) days, the Board may request the animal be permanently removed upon fourteen (14) days' written notice from the Board of Directors.

Animals shall not be permitted upon the Common Area except for orderly domestic pets, accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner

responsible for the animal. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the Association's Declaration, Bylaws, or Rules and Regulations, the animal's owner shall be given verbal or written notification of the violation by the Board. If the violation continues, the Owner will be given a formal written warning. After receipt of the formal written warning, if an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the Association's Declaration, Bylaws, or Rules and Regulations, the Owner will be in violation of this Declaration and charges may be levied against the responsible party as determined by the Board. Any Owner who keeps or maintains any animal upon any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Properties. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

6.07 Garages.

No garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living or office space.

6.08 Leases.

No Owner of a Dwelling Unit shall lease or sublet to another any such Dwelling Unit Property Area or part thereof or any such Dwelling Unit unless such lease shall be in writing for an initial term of not less than twelve (12) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. Board shall be provided with copies of leases on request.

At absolutely no time shall more than six (6) of the Dwelling Units be leased, sublet, be used as a second home or any other form of non-owner occupied residential use unless an exception in writing is granted by the Board of Directors for good cause to be shown. This provision shall not apply to any leasing transaction entered into by the holder of any institutional first mortgage on a unit which becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. This provision shall apply to all subsequent purchasers therefrom.

6.09 Landscaping.

The land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Architectural

Committee and approved by the Board of Directors. Such standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building;
- (b) screen undesirable areas or views;
- (c) establish acceptable relationships between buildings and adjacent properties; and
- (d) control drainage and erosion.

As required by the Architectural Committee, existing trees shall be retained, buffer areas maintained and the natural contour of the land respected. The Architectural Committee reserves the right to require special treatment of slopes, construction of walls and wells, and use of stone fills to preserve trees that cannot otherwise be saved.

6.10 Maintenance of Premises and Improvements.

Each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include any, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management with the exception of those Dwelling Unit Property Areas or Common Areas on which the Association may provide maintenance of landscaping, but shall not include those services provided by the Association. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Architectural Committee.

6.11 Maintenance During Construction.

During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Dwelling Unit Property Area.

6.12 Flags.

The Board of Directors is authorized and reserves the right to regulate the type of flags which may be displayed on the Properties, including the right to prohibit the display of flags on the Property or the right to require the removal of flags that the Board of Directors deems inappropriate in its sole discretion. The Board of Directors is also

authorized to regulate, restrict or prohibit the erection and placement of flag poles on the Properties and reserves the right to do so in its sole discretion.

ARTICLE VII

EASEMENTS

7.01 Blanket Utilities Easement.

An easement is hereby retained in favor of the Association over the Dwelling Unit Property Areas and any Common Area for the installation of landscaping or construction signage, a common cable television system, a common sprinkler, or any other item installed for the common enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Dwelling Unit Property Area or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees. The easement granted herein shall not be utilized for the construction or installation of sidewalks or other similar obstructions on or across any Dwelling Unit Property Area.

7.02 Association Easement.

The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. The Association, the managing agent and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Properties (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Dwelling Unit Property Area or in the Common Area threatening another Dwelling Unit Property Area or Common Area, perform installations or upkeep of utilities, landscaping, or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association's Documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association for which such Owner is responsible.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

The Association's Board of Director's or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by first or other hazards, including extended coverage, vandalism and malicious mischief. The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors' and officers' liability insurance, and fidelity bond coverage.

If by a vote of the Members, the Association elects to obtain insurance for the Dwelling Units, each Dwelling Unit will be required to reimburse the Association for that Dwelling Unit's share of that annual cost, which shall be determined in accordance with a formula established by the Board of Directors.

Should the Association elect to provide insurance for the Dwelling Units, as indicated above, such insurance shall be issued in the name of the Association, all claims will be processed by the Association and all payments of claims made by the insurance provided will be paid to the Association. The Association will pay to the claimant all funds provided by the insurance provider upon repair or replacement of the item claimed as damaged by the claimant. In the event the claimant does not affect repair or replacement within one hundred and eighty (180) days of receipt by the Association of the funds provided by the insurance provider, the Association may use the funds provided by the insurance provider to repair or replace the item claimed as damaged.

ARTICLE IX

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

9.01 Claims.

The Association and its directors and committee members, and the Owners subject to this Declaration agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Association without the emotional and financial costs of litigation. Accordingly, each of the above named individuals agrees not to file suit in any court with respect to a Claim described below, unless it has first submitted such Claim to the Board of Directors to negotiate a resolution. If a resolution cannot be achieved through negotiation with the Board of Directors, the Claim shall be submitted to Mediation,

(a) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to

- (b) the interpretation, application, or enforcement of the Declaration, Bylaws or Rules of the Association; or
- (c) the rights, obligations, and duties of the Association, its directors and committee members, and Owners; or
- (d) any attempt or intention of the Association to collect Assessments or other amounts due from any Owner; or
- (e) any attempt or intention by the Association to obtain a temporary restraining order; or
- (f) any dispute between Owners, which does not include the Association.

9.02 Mediation.

If the parties to a Claim are not able to resolve said Claim after a reasonable period of time through negotiation, the Claim shall be submitted to mediation with an independent agency providing dispute resolution services in the Omaha, Nebraska area, as agreed upon by the parties. If the parties cannot agree on a dispute resolution provider, one shall be designated by the Association, if the Association is not party to the claim. If the Association is party to the claim, the parties shall each designate a dispute resolution services provider, and those two providers shall select a third provider to mediate the dispute.

Each party shall bear its own costs of the mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator.

In the event the parties do not achieve a settlement of the Claim in mediation, the parties retain the right to pursue any and all legal remedies available.

ARTICLE X

CONDEMNATION

Whenever all or any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such a taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then unless within sixty (60) days after such taking, unless seventy-five percent (75%) of the Members shall otherwise agree, the Association shall restore or

replace such improvements so taken on the remaining land included in the Common Areas, in accordance with plans approved by the Board.

ARTICLE XI

AMENDMENT

Subject to the other limitations set forth in this Declaration, the Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Members at a duly convened meeting. The amendment instrument shall be recorded among the land records for the jurisdiction in which this Declaration is recorded.

ARTICLE XII

GENERAL PROVISIONS

12.01 Duration.

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 twenty (20) years, unless amended or terminated as provided in this Article.

12.02 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. The provisions of this Section shall be in addition to and not a limitation of any rights or remedies provided in other Sections of this Declaration.

12.03 Severability.

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

12.04 Annexation.

Additional residential property and Common Area may be annexed to the Properties with the consent of seventy-five (75%) vote of the Members.

12.05 Construction.

The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

12.06 Headings.

The headings of the Articles and Sections of the Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

12.07 Termination.

Termination of the Association shall be according to the provisions of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set his hand and seal this 17th day of October, 2007.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE ABBEY HOMEOWNERS ASSOCIATION, a Nebraska corporation, and,

That the foregoing Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION as duly adopted at a meeting of the Board of Directors held on the 15 day of OCTOBER, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of OCTOBER, 2007.

Kerryh Severin
SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of October, 2007, before me, the undersigned, a Notary Public in and for said County, personally came Kerry Severan, to me personally known to be Secretary, and the identical person whose name is affixed to the above and foregoing Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION, 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 said corporation was thereto affixed by its authority.

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

Courtney L Vieth
NOTARY PUBLIC

#15343

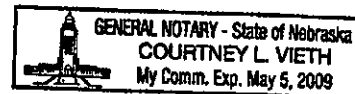


Exhibit "A"

Lots One (1) through Twenty-eight (28) inclusive, and Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

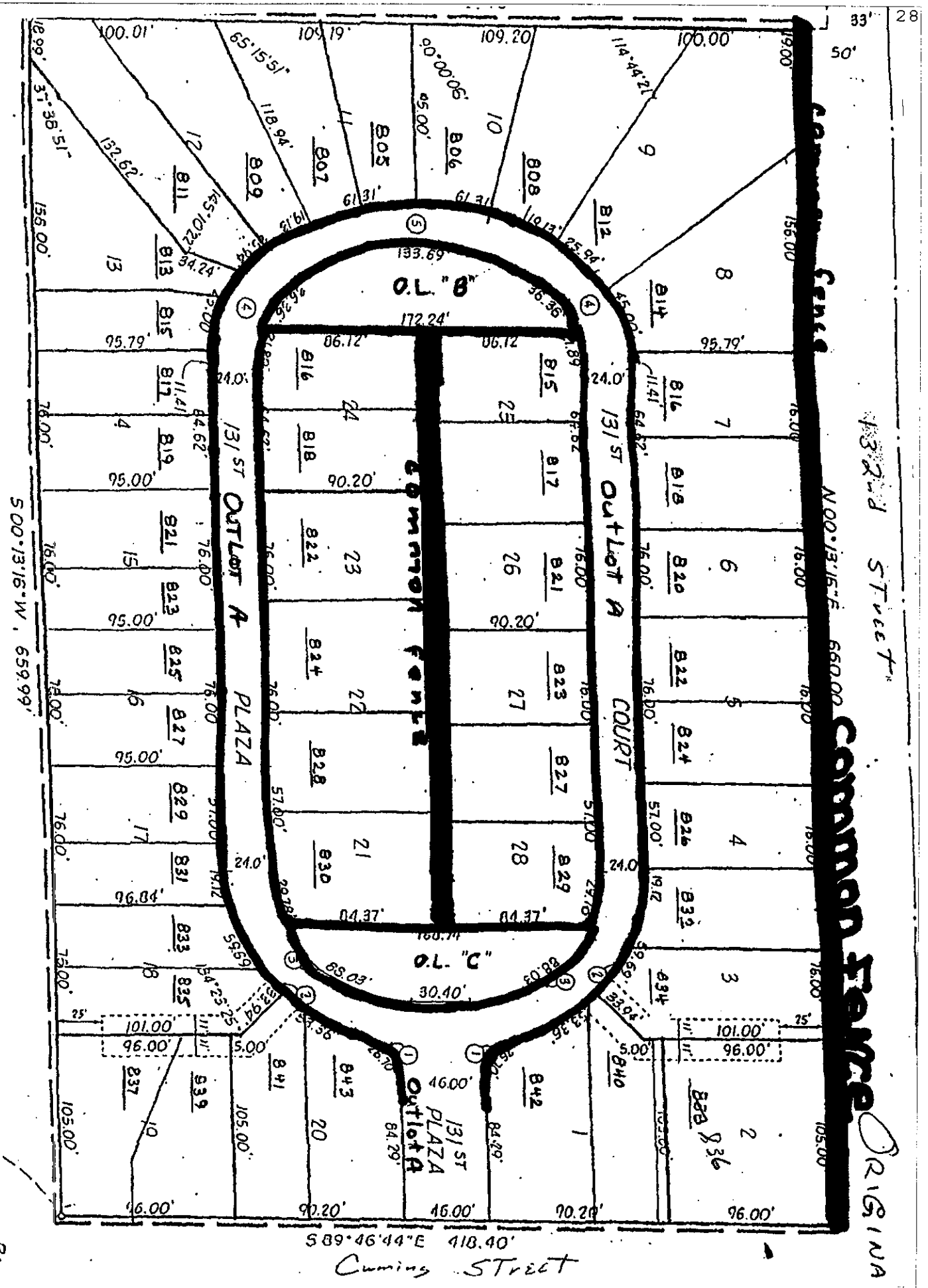
Exhibit "B"

Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

Exhibit
"B"

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BOOK 777 PAGE 643

AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOME OWNERS ASSOCIATION

THIS AMENDMENT to Declaration made on the date hereinafter set forth by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC., also known as THE ABBEY HOME OWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant herewith makes the following amendments to the document known as DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOME OWNERS ASSOCIATION (the "DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, the same appearing at Book 749, Page 357.

1. The correct name and style of Declarant is TOWER INVESTMENTS, INC., and not, as erroneously set forth in the DECLARATION, TOWER INVESTMENTS INCORPORATION, and any reference to Declarant in the DECLARATION shall be deemed amended accordingly.

2. The following provisions of such DECLARATION shall be amended to read, in their entirety, as set forth below, and the remaining provisions are hereby ratified and reaffirmed without change.

ARTICLE I

DEFINITIONS

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded document and upon which is located a single family dwelling unit, with the exception of the Common Area.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

(b) 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 subjects and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by members representing and holding two-thirds (2/3rds) of the total outstanding voting rights in the Association has been recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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 Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such interests shall be exercised as they 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 Declarants 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, 1991.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 7.5% by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. 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 purposes 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 (2/3rds) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If a required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting.

Section 8. 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 12 percent (12%) 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. 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.

ARTICLE VI

GENERAL PROVISIONS

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties upon the assent of

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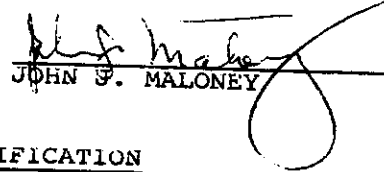
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two-thirds (2/3rds) of the vote of the members voting in person or by proxy at a meeting duly called for this purpose in the manner provided in Article IV, Section 5.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand ~~and seal~~ this 11th day of June, 1986.

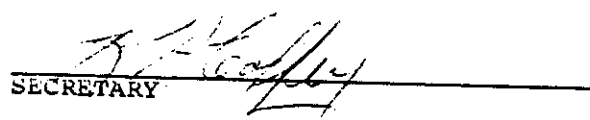

JOHN P. MALONEY

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE ABBEY HOME OWNERS ASSOCIATION, a Nebraska Corporation; and that the foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION was duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of June, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name ~~and affixed the seal of said Corporation~~ this 11th day of June, 1986.


SECRETARY

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 11th day of June, 1986, before me, the undersigned, a Notary Public in and for said County, personally came JOHN J.

MALONEY, President of TOWER INVESTMENTS, INC., to me personally known to be the President, and the identical person whose name is affixed to the above and foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION, 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 the day and year last above written.

NOTARY PUBLIC

Thomas M. Heiser
NOTARY PUBLIC

Lot One (1) through Sixty-Nine (69) inclusive, and Outlots A,B,C,D,E, and F, incorporated in "THE ABBEY" Addition, the same being a replat of Lots 229, 230, 231, 232, and 403 in Candlewood Addition, as surveyed, platted and recorded, Douglas County, Nebraska.

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SECOND AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION

THIS AMENDMENT to Declaration made on the date hereinafter set forth by Linda Novak, Secretary and a member of the Board of Directors of the Abbey Homeowners Association, and all lot owners, said Association hereinafter referred to as "Declarant".

Said Declarant has joined with Tower Investment, Inc. and Commercial Federal Mortgage Corporation (herein collectively "Tower") in a settlement agreement dated as of June 25, 1991 (herein the "Agreement"). The ratification of this Second Amendment to Declaration (herein the "SECOND AMENDED DECLARATION") hereby ratifies said Agreement, and the Declarant and all lot owners agree to be bound by, and to execute all documents necessary, to effect the intent of the Agreement, and the Second Amendment to the Declaration.

WITNESSETH:

Declarant herewith makes the following amendments to the document known as DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (herein the "DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, on August 23, 1985, the same appearing at Book 749, Page 357, and to the document known as AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (herein the "AMENDED DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, on June 17, 1986, the same appearing at Book 777, Page 643.

1. The correct name and style of Declarant is the ABBEY HOMEOWNERS ASSOCIATION (herein the "ASSOCIATION") and not, as formerly set forth in the AMENDED DECLARATION, TOWER INVESTMENTS, INC., and any reference to Declarant in the DECLARATION, or in the AMENDED DECLARATION, shall be deemed amended accordingly.

2. Declarant is the owner of certain common areas located in The Abbey Addition, Douglas County, Nebraska, and the combined members of the Association own certain property located in Douglas County, Nebraska, which is legally described, when properly amended, as: Lots One (1) through Twenty-eight (28) inclusive, and Outlots A, B and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska. See Exhibit "A."

3. Lots 29-69, inclusive, and Outlots D, E and F, in the Abbey Addition (herein "North Abbey") as surveyed, platted and recorded in Douglas County, Nebraska are no longer properties within the Association and are not encumbered by the conditions and restrictions of this Second Amended Declaration or any previous Declaration or Amended Declaration affecting the North Abbey.

4. The following provisions of the DECLARATION and AMENDED DECLARATION are herewith amended as set forth below, and the remaining provisions of the Declaration and Amended Declaration are hereby ratified and reaffirmed without change:

ARTICLE I

DEFINITIONS

Section 1. "Association" will hereafter refer to the Abbey Homeowner's Association, its successors and assignees.

Section 3. "Properties" shall mean and refer to that certain real property more particularly described as: Lots One (1) through Twenty-Eight (28) inclusive, and Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

Section 6. "Declarant" shall mean and refer to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 2. Upon the date of the ratification of the SECOND AMENDED DECLARATION, voting membership in the Association is henceforth limited to those individuals who own any of the Properties. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such interests shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Tower agrees that all buildings, fences, walls and other structures that are commenced, erected or maintained in the

North Abbey will be in general conformity, as to external design, height, materials, location, kind, and nature, as those buildings, fences, walls and other structures that exist, or will exist, in or on the Properties.

Tower further agrees that they will not change the current zoning of North Abbey to that of a higher density without submitting such plans to, and approved in writing by, the Board of Directors of the Association. In the event that said Board fails to approve or disapprove such change in zoning within thirty (30) days after said proposal has been submitted to it, approval shall not be required.

ARTICLE VI

GENERAL PROVISIONS

Section 5. Class B membership's in the Association are herewith eliminated. The Association shall have the power to annex property, dedicate Common Areas, and amend the DECLARATION without receiving prior approval from either the Federal Housing Administration or the Veterans Administration.

Section 6. The owners of the Properties and the Association in consideration of one (1) dollar, and other good and valuable consideration, hereby quitclaim and transfer to Tower Investment, Inc., of the county of Douglas, state of Nebraska, all right, title, and interest in and to the following-described real estate, situated

in the County of Douglas, State of Nebraska, to wit: Lots 29-69 and Outlots D, E and F in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, states that the Association is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Second Amended Declaration and to carry out the transactions contemplated hereby, and all documents delivered or to be delivered in connection herewith, executed by the Association are valid and binding upon the Association and enforceable in accordance with their terms, and has hereunto set his hand and seal this 7th day of August, 1991.

Linda Novak

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of THE ABBEY HOMEOWNERS ASSOCIATION, A Nebraska Corporation, and, that the foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION was duly adopted at a duly called meeting of the Abbey Homeowners Association, that said meeting was called according to the

By-Laws of the Association, that a quorum existed among those Association members present, a necessary percentage of the vote was obtained and that said meeting was held on the 45th day of June, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13 day of Aug., 1991.

Linda Novak
SECRETARY

STATE OF NEBRASKA)
COUNTY OF) ss.

On this 13th day of August, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Linda Novak, Secretary of the Abbey Homeowners Association, identical person whose name is affixed to the above Second Amendment to Declaration of Conditions and Restrictions, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal of Omaha, Nebraska, the day and year last above written.



Jerry M. Slusky
Notary Public

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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS:

That CANIGLIA BUILDERS, INC., a Nebraska corporation, and TOWER INVESTMENTS, INC., a Nebraska corporation, hereinafter referred to jointly as "Grantor", in consideration of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto THE ABBEY HOME OWNERS ASSOCIATION, a not-for-profit Nebraska corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a permanent easement and right of way on, over, under and through the land described hereinafter, for the purpose of erection of public street lighting, street signs, or other necessary appurtenances thereto and to adjoining roads and streets and for the right to enter upon such hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild such lighting, signs, roads, streets and appurtenances thereto, to have and to hold the rights herein granted to said Grantee, its successors and assigns, for the benefit of the general public.

The property subject to the easement herein granted covers a tract of land in lots 1, 3-18, 20-29, 31-35, 37-39, 42-52, 55-60, 63-69 and outlots B, C, E and F in the Abbey, being a replat of Lots 229, 230, 231 and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

All of Lot 42 and Outlots B, C, E and F and a portion of the remaining described lots consisting of a strip of land five feet in width on the front of each and every such described lot abutting Outlots A and D, otherwise known as 131st Court, 131st Plaza, Irving Plaza and Hawthorne Court, as shown on Exhibit A attached hereto.

The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof as soon after any work is performed as may be reasonably possible to do, and shall restore sod, but shall not otherwise be responsible for replacement of any trees, shrubs or other plantings.

The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, and neither it nor they will give anyone else permission to do so.

IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on this 6th day of September, 1985.

CANIGLIA BUILDERS, INC.

ATTEST:

By Samuel T. Caniglia
Samuel T. Caniglia, President

Marilyn J. Caniglia
Secretary

TOWER INVESTMENTS, INC.

ATTEST:

By John J. Maloney
John J. Maloney, President

R. Lee Richardson
Secretary

The foregoing instrument was acknowledged before me by SAMUEL T. CANIGLIA, President of CANIGLIA BUILDERS, INC., a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

The foregoing instrument was acknowledged before me by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC. a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Kiser
Notary Public

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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS:

That CANIGLIA BUILDERS, INC., a Nebraska corporation, and TOWER INVESTMENTS, INC., a Nebraska corporation, hereinafter referred to jointly as "Grantor", in consideration of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto THE ABBEY HOME OWNERS ASSOCIATION, a not-for-profit Nebraska corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a permanent easement and right of way on, over, under and through the land described hereinafter, for the purpose of erection of public street lighting, street signs, or other necessary appurtenances thereto and to adjoining roads and streets and for the right to enter upon such hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild such lighting, signs, roads, streets and appurtenances thereto, to have and to hold the rights herein granted to said Grantee, its successors and assigns, for the benefit of the general public.

The property subject to the easement herein granted covers a tract of land in lots 1, 3-18, 20-29, 31-35, 37-39, 42-52, 55-60, 63-69 and outlots B, C, E and F in the Abbey, being a replat of Lots 229, 230, 231 and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

All of Lot 42 and Outlots B, C, E and F and a portion of the remaining described lots consisting of a strip of land five feet in width on the front of each and every such described lot abutting Outlots A and D, otherwise known as 131st Court, 131st Plaza, Irving Plaza and Hawthorne Court, as shown on Exhibit A attached hereto.

The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof as soon after any work is performed as may be reasonably possible to do, and shall restore sod, but shall not otherwise be responsible for replacement of any trees, shrubs or other plantings.

The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, and neither it nor they will give anyone else permission to do so.

IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on this 6th day of September, 1985.

CANIGLIA BUILDERS, INC.

ATTEST:

By

Samuel T. Caniglia, President

Secretary

TOWER INVESTMENTS, INC.

ATTEST:

By

John J. Maloney, President

Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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BOOK 751 PAGE 459

The foregoing instrument was acknowledged before me by SAMUEL T. CANIGLIA, President of CANIGLIA BUILDERS, INC., a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Kees
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC. a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Kees
Notary Public

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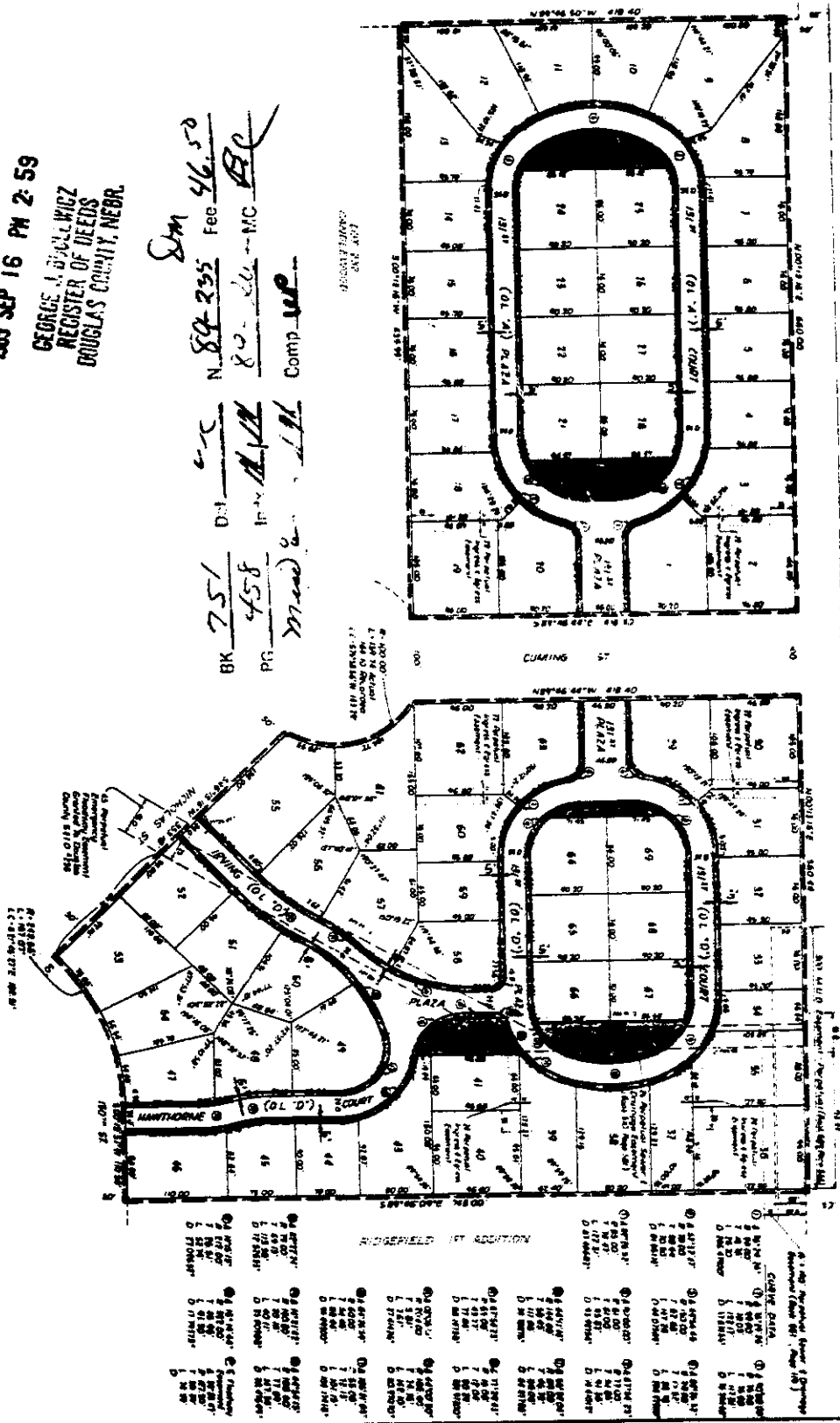
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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 28th day of Sept., 1984, between TOWER INVESTMENTS, INC., a Nebraska Corporation, and CANIGLIA BUILDERS, a Nebraska Corporation, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to valve boxes flush with the ground surface and five fire hydrants, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts in The Abbey, a subdivision, as surveyed, platted and recorded in Douglas County, the same being a replat of Lots 229, 230, 231, and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12, East of the 6th P.M., in said county and more particularly described as follows:

The easterly and southeasterly ten (10) feet of Lot One (1).

The easterly ten (10) feet of Lots Three (3) through Eight (8).

The northeasterly ten (10) feet of Lot Nine (9).

The northerly ten (10) feet of Lots Ten (10) and Eleven (11).

The northwesterly ten (10) feet of Lot Twelve (12).

The westerly ten (10) feet of Lots Thirteen (13) through Seventeen (17).

The southwestwesterly ten (10) feet of Lot Eighteen (18).

The southerly and westerly ten (10) feet of Lot Twenty (20).

The easterly ten (10) feet of Lots Twenty-One (21) through Twenty-four (24).

The westerly ten (10) feet of Lots Twenty-five (25) through Twenty-eight (28).

The easterly and northerly ten (10) feet of Lot Twenty-nine (29) and a triangular tract of land in said Lot beginning at a point ten (10) feet west of the southeast corner of the Lot measured along south property line of the Lot, the legs of said triangular tract are five (5) feet long measured west along the south property line of the Lot and north along a line ten (10) feet west of the east property line of the Lot and measured at right angles to the east property line of the Lot.

The easterly ten (10) feet of Lots Thirty-one (31) through Thirty-four (34).

The southeasterly ten (10) feet of Lot Thirty-five (35).

The southerly ten (10) feet of Lots Thirty-seven (37) through Thirty-nine (39).

The westerly ten (10) feet of Lot Forty-one (41).

The westerly and southerly ten (10) feet of Lot Forty-two (42) running parallel and adjacent to 131st Plaza, Irving Plaza and Hawthorne Court.

The southerly ten (10) feet of Lot Forty-three (43) running parallel and adjacent to Hawthorne Court.

The southerly ten (10) feet of Lots Forty-four (44) through (46).

The northerly ten (10) feet of Lots Forty-seven (47) and Forty-eight (48).

The westerly and northerly ten (10) feet of Lot Forty-nine (49) running parallel and adjacent to Irving Plaza and Hawthorne Court.

The southerly ten (10) feet of Lots Fifty (50) and Fifty-one (51).

Beginning at the south corner of Lot Fifty-two (52), thence northwesterly along the northerly property line of Irving Plaza (Out Lot "D") a distance of eighty-two (82) feet to the west corner of Lot Fifty-two (52), thence northeasterly along the northwesterly property line of Lot Fifty-two (52) a distance of ten (10) feet, thence southeasterly along a straight line to a point on the southeasterly property line of Lot Fifty-two (52), said point is thirty (30) feet northeasterly from point of beginning measured along the southeasterly property line of Lot Fifty-two (52), thence southwesterly along the southeasterly property line of Lot Fifty-two (52), a distance of thirty (30) feet to the point of beginning.

The westerly ten (10) feet of Lots Fifty-eight (58) through Sixty (60).

The northerly and westerly ten (10) feet of Lot Sixty-three (63) and a triangular tract of land in said Lot beginning at a point ten (10) feet east of the southwest corner of the Lot measured along the south property line of the Lot, the legs of said triangular tract are five (5) feet long measured east along the south property line of the Lot and north along a line ten (10) feet east of the west property line of the Lot and measured at right angles to the west property line of the Lot.

The easterly ten (10) feet of Lots Sixty-four (64) through Sixty-six (66).

The westerly ten (10) feet of Lots Sixty-seven (67) through Sixty-nine (69).

All of Out Lots "A", "D" and "E".

The southerly ten (10) feet of Out Lot "B" running parallel and adjacent to 131st Court and 131st Plaza.

The northerly ten (10) feet of Out Lots "C" and "F" running parallel and adjacent to 131st Court and 131st Plaza.

Said tracts are shown on the attached plat which is made a part hereof by this reference.

Said tracts contain 3.05 acres, more or less.

TO HAVE AND TO HOLD said easement and right-of-way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors agree that neither they nor their successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and they will not give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. It is further agreed the Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The persons executing this instrument represent they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor Corporations.

IN WITNESS WHEREOF, the Grantors have caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

(CORPORATE SEAL)



ATTEST:

Lee Richardson

TOWER INVESTMENTS, INC.,
A Nebraska Corporation, and
CANIGLIA BUILDERS, a Nebraska
Corporation, Grantors

TOWER INVESTMENTS, INC., A
Nebraska Corporation,

By: John J. Maloney, President
and

(CORPORATE SEAL)

CANIGLIA BUILDERS, a
Nebraska Corporation,

ATTEST:

By:

Samuel T. Caniglia
Samuel T. Caniglia, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 28th day of September, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came John T. Maloney, President of Tower Investments, Inc., a Nebraska Corporation, to me personally known to be the same, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



THOMAS M. MESER
GENERAL NOTARY Public of Nebr.
My Comm. Exp. Nov. 16, 1986

Thomas M. Meser
Notary Public

My Commission expires: Nov. 16, 1986.

ACKNOWLEDGMENT

On this 28th day of September, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came Samuel T. Caniglia, President of Caniglia Builders, a Nebraska Corporation, to me personally known to be the same, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer, and the voluntary act and deed of said Corporation.

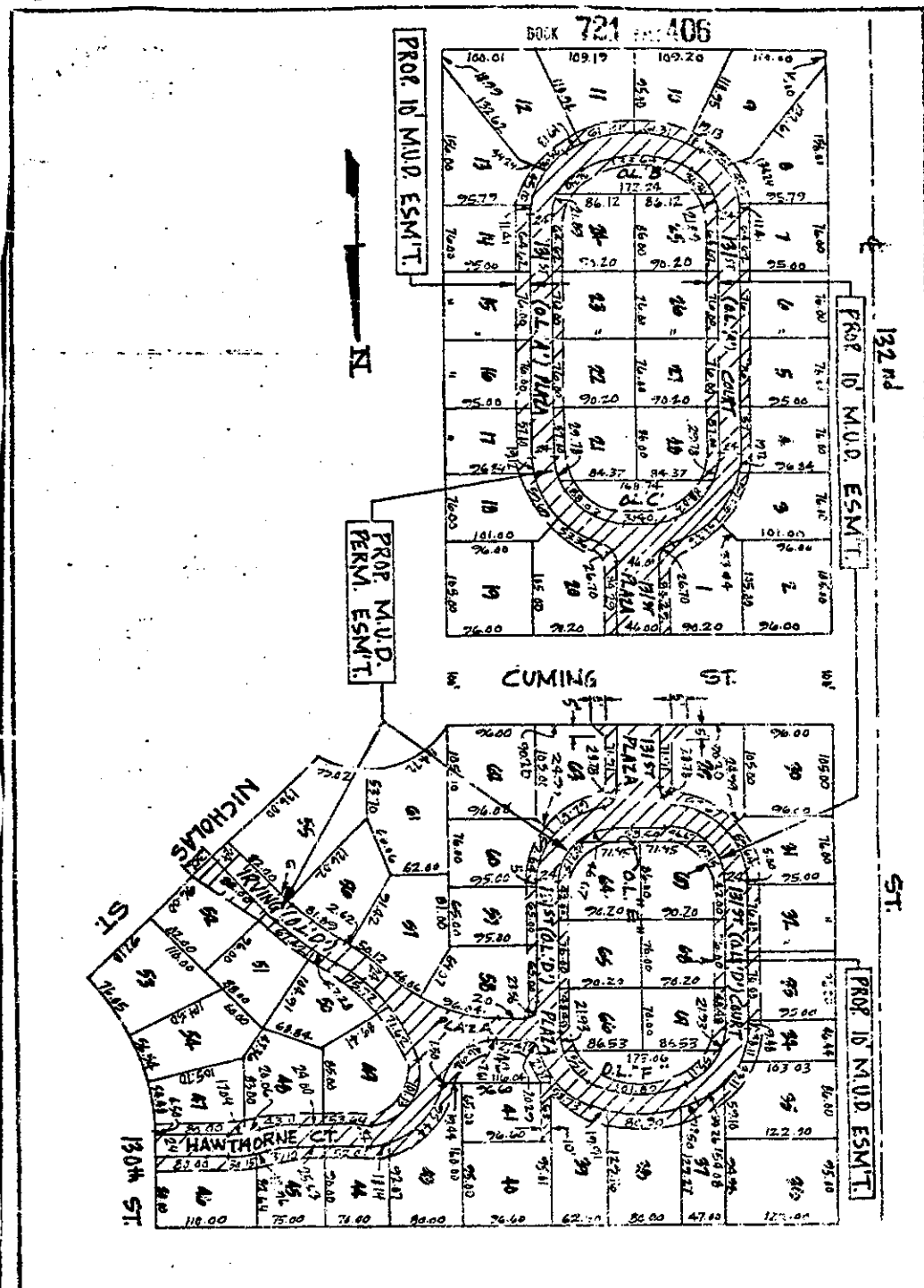
WITNESS my hand and Notarial Seal the day and year last above written.



THOMAS M. MESER
GENERAL NOTARY Public of Nebr.
My Comm. Exp. Nov. 16, 1986

Thomas M. Meser
Notary Public

My Commission expires: Nov. 16, 1986.



DRAWN BY C.G. DATE 8-30-84		METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA EASEMENT ACQUISITION FOR W.C.C. 4406 & ACC 4049 LAND OWNER CANALIA BUILDERS TOTAL ACRES 13.024683 PERMANENT EASEMENT
CHECKED BY [Signature] DATE 9-4-84		
APPROVED BY [Signature] DATE 9-6-84		
REVISED BY C.G. DATE 7-17-84		
REV. CHK'D BY [Signature] DATE 7-20-84		

FILE NO. 417075

PAGE 1 OF 1

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C. HAROLD OSTLER
REGISTERED DEEDS
NICOLAS COUNTY, NEBR.

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KNOW ALL MEN BY THESE PRESENTS:

That CANIGLIA BUILDERS, INC., a Nebraska corporation, and TOWER INVESTMENTS, INC., a Nebraska corporation, hereinafter referred to jointly as "Grantor", in consideration of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto THE ABBEY HOME OWNERS ASSOCIATION, a not-for-profit Nebraska corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a permanent easement and right of way on, over, under and through the land described hereinafter, for the purpose of erection of public street lighting, street signs, or other necessary appurtenances thereto and to adjoining roads and streets and for the right to enter upon such hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild such lighting, signs, roads, streets and appurtenances thereto, to have and to hold the rights herein granted to said Grantee, its successors and assigns, for the benefit of the general public.

The property subject to the easement herein granted covers a tract of land in lots 1, 3-18, 20-29, 31-35, 37-39, 42-52, 55-60, 63-69 and outlots B, C, E and F in the Abbey, being a replat of Lots 229, 230, 231 and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

All of Lot 42 and Outlots B, C, E and F and a portion of the remaining described lots consisting of a strip of land five feet in width on the front of each and every such described lot abutting Outlots A and D, otherwise known as 131st Court, 131st Plaza, Irving Plaza and Hawthorne Court, as shown on Exhibit A attached hereto.

The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof as soon after any work is performed as may be reasonably possible to do, and shall restore sod, but shall not otherwise be responsible for replacement of any trees, shrubs or other plantings.

The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, and neither it nor they will give anyone else permission to do so.

IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on this 6th day of September, 1985.

CANIGLIA BUILDERS, INC.

ATTEST:

By Samuel T. Caniglia
Samuel T. Caniglia, President

Marilyn J. Caniglia
Secretary

TOWER INVESTMENTS, INC.

ATTEST:

By John J. Maloney
John J. Maloney, President

R. Lee Richardson
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

BOOK 750 PAGE 699

The foregoing instrument was acknowledged before me by SAMUEL T. CANIGLIA, President of CANIGLIA BUILDERS, INC., a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Kiser
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

The foregoing instrument was acknowledged before me by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC. a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Kiser
Notary Public

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REGISTERED CLERK
DOUGLAS COUNTY, NEBR.

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The Abbey

Lot 1 thru 69

Plat and Dedication

Filed 6-25-84, in Book 1733 at Page 29, 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 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 8-23-85, in Book 749 at Page 357, 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 Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to Decl 749-357

Dated _____ Filed 6-17-86, Book 777 at Page 643, Instrument No. _____

2nd Am Decl 977-437 filed 9-6-91 to 749-357 + 777-643

R/W Ease 721-402 filed 10-22-84 Copy

Ease 750-698 filed 9-9-85 Copy Refiled 751-458 filed 9-10-85

Agreement 777-638 filed 6-17-86 Copy

Abbey (the)

Plat and Dedication

Filed 6-25-84, in Book 1733 at Page 29, 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 6 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, 749-357 filed 8-23-85
Restrictive Covenants
Protective Covenants

or

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.

Architectural Control

Easement Right of Way 12, 2nd 3rd or _____ Amendment to Deed Plc 749-357
Dated _____ Filed 6-17-86 Book 777 at Page 643, Instrument No. _____

Surrey Out 890-8 filed 6-20-89 Copy

R/W Ease 721-402 filed 10-22-84 Copy

Ease 750-698 filed 9-9-85 Copy

Fence EASE 750-694 filed 9-9-85 Copy

Refile Fence EASE 751-485 filed 9-9-85 Copy For 750-694

Refile EASE 751-458 filed 9-9-85 For 750-698 Copy

Agreement 777-638 filed 6-17-86

2nd Am Deed 977-437 filed 9-6-91 to 749-357 & 777-643

Easement 1098-727 filed 10-7-93 Copy Ease Rel 1098-729 filed 10-7-93
to 1733-29 to 1733-29