

Return to:
James E. Lang
11306 Davenport Street
Omaha, NE 68154



4236 66-38312
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LEGAL PG 1 SCANS 5 FV

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

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

Lots 1 through 25, inclusive, and Outlots A, B, C and D, of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to The Reserve Homeowners, Inc., a Nebraska nonprofit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

SECTION 3. "Properties" shall mean and refer to:

Lots 1 through 25, inclusive, and Outlots A, B, C and D, of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

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

SECTION 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a Lot split.

SECTION 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

SECTION 6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

SECTION 7. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

SECTION 8. "Common Area" shall mean and refer to all property owned by the Association including, but not limited to Outlots B, C and D, The Reserve, and Outlot A, The Reserve. Outlot A, The Reserve, shall be owned and held by the Declarant and maintained by the Association pursuant to Article XI hereof. The roadway shall be located upon Outlot D, The Reserve.

ARTICLE II PROPERTY RIGHTS

SECTION 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not

to exceed 60 days for any infraction by any such Owner, or members or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

SECTION 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

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. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

SECTION 2. Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

SECTION 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be the Declarant or its successors and assigns which shall be entitled to three votes for each Lot owned by the Declarant or his successors or assigns. The Class B membership shall terminate and be converted into Class A membership (with the Declarant or its successors and assigns then entitled to one vote for each Lot owned by the Declarant or his successors and assigns) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1999.

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ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association;

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment shall be made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assume by them.

SECTION 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties for the maintenance, construction, reconstruction and repair of the Common Area and the roadway, utilities and improvements within the Common Area, and other matters as more fully set out in Article V herein.

SECTION 3. Monthly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any monthly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article V herein for exterior maintenance.

SECTION 4. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against an Assessable Lot for the purpose of meeting the requirements of Section 2 of Article V herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the Common Area, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

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SECTION 5. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, 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 such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

SECTION 6. Rate of Assessment. The monthly assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

SECTION 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association.

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Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V EXTERIOR & COMMON AREA MAINTENANCE

The Association shall provide for the maintenance, repair, snow removal and reconstruction to and for the roadway and utility improvements within the Common Area.

SECTION 1. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, fencing, gating and other exterior landscaping improvements as originally installed by the Declarant, except such improvements within any Assessable Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner.
- (b) Operation and maintenance of an underground watering system within the common area.
- (c) Maintenance, repair, snow removal and reconstruction for the roadway, grounds, improvements, and utility improvements within the Common Areas.
- (d) Electrical service for operation of common lighting, gates and other exterior improvements.

SECTION 2. Special assessments may be assessed for, but are not limited to, the following:

- (a) Maintenance, repair, snow removal and reconstruction for the grounds, improvements, roadway and utility improvements within the Common Areas.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor

shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color 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, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

ARTICLE VII GENERAL RESTRICTIONS AND OTHER PROVISIONS

SECTION 1. Front Yard and Side Yard set backs. Subject to the provisions of Chapter 55 of the Omaha Municipal Code, each Lot shall have a front yard set back of not less than twenty feet (20), except Lot 22, The Reserve. The front yard set back for Lot 22, The Reserve, shall be established by the Declarant, or its successors and assigns. Each Lot shall have a interior side yard set back of not less than five feet. All other site development regulators for the Lots shall be in accordance with the R2 Single Family Residential District Regulators and the regulators for Cluster Subdivisions set forth in Chapter 55 of the Omaha Municipal Code.

SECTION 2. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, a satellite dish measuring 24 inches or less in diameter may be erected so long as such satellite dish is hidden from the view of the adjoining Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets. No such pet shall be kept, bred or maintained for commercial purposes.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done

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which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.

- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by the Declarant, its agents, and the Association as a sales and rental office, or as a model home or both, and while any Lot is so used, they shall have the right, for themselves, or their nominees, to place signs on the premises advertising such office or model home, or both.
- (e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.
- (f) No boat, camper, trailer or similar chattel shall be maintained on any Lot, other than in an enclosed structure, for more than seven (7) days within any calendar year. No automobile, motorcycle, truck or other vehicle shall be repaired, torn down or stored on any Lot, other than in an enclosed structure.
- (g) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulations, restriction or exclusion by the Association.
- (h) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

ARTICLE VIII INSURANCE

The Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

ARTICLE IX ROADWAY EASEMENT

The Declarant hereby reserves and grants to itself, to the Association and to all current and future owners of the Properties, or any part thereof, and their respective invitees, guests, successors

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and assigns, a perpetual easement, for ingress, egress and access for pedestrian and vehicular traffic to and from the Properties, the Common Area and Ontario Street, over and through Outlot D, The Reserve, a subdivision in Douglas County, Nebraska.

ARTICLE X ACCESS TO LOTS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XI UTILITY METERS AND SERVICE LINES

In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association shall have a dual metering system for water so as to permit the drawing of water for watering of the laws, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water.

ARTICLE XII OUTLOT A, THE RESERVE

Outlot A shall be maintained by the Association along with the other Common Area pursuant to the terms of these Covenants, subject to the terms of this paragraph. The Declarant, and its successors and assigns shall remain the owner of Outlot A, The Reserve, and shall have the right to combine Outlot A, The Reserve, with any adjoining real property in order to create one additional buildable lot which will have access on to Outlot D, The Reserve, and have the right to connect into and utilize the road system, sanitary sewer system, storm sewer system, power, gas and other utilities within The Reserve, in the same manner the other Lots within The Reserve use such improvements. In the event, the Declarant, or its successors and assigns, desire to combine Outlot A with the adjoining property to create an additional lot, it shall first obtain the appropriate approvals from the City of Omaha in order to create such lot, and such lot shall then become a part of The Reserve subdivision and become subject to these Covenants, which lot shall then be entitled to all of the benefits that the other lots subject to these Covenants within The Reserve subdivision are entitled to and be subject to the obligations of these Covenants in the same manner as the other lots in The Reserve Subdivision which are subject to these Covenants. The Declarant, shall at all times, have the right to convey Outlot A, The Reserve, to the Association, and the Association shall then own Outlot A as Common Area under these Covenants. The lot created by the Declarant pursuant to this

paragraph shall be used for single-family purposes only and carry the same zoning classification as the other single-family residential lots within The Reserve subdivision, which are subject to these Covenants, and be included within the definitions Lot, Improved Lot and Assessable Lot, as the case may be, as set forth in Article I hereof.

ARTICLE XIII GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

SECTION 3. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. The Declarant shall have the right to amend these Declaration for any reason during the initial term of five (5) years from the date these Declarations are recorded.

SECTION 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this 9th day of April, 1997.

THE RESERVE L.L.C., a Nebraska Limited Liability Company, Declarant

W. Linder
Wendy Linder, a member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Before me the undersigned, a notary public, personally came WENDY LINDER, to me personally known to be the Declarant, and members of The Reserve L.L.C., A Nebraska Limited Liability Company, and acknowledged the execution of the above to be their voluntary act and deed on behalf of The Reserve L.L.C.

WITNESS my hand and notarial seal this 9th day of April, 1997.

A rectangular notary seal stamp for James E. Lang, General Notary for the State of Nebraska. It includes the text "GENERAL NOTARY-State of Nebraska", "JAMES E. LANG", and "My Comm. Exp. May 14, 1996". A small graphic of a notary's gavel is on the left. Below the seal, the text "F:\AGREES\REAL\RESERVE\COV" is printed.
F:\AGREES\REAL\RESERVE\COV

James E. Lang
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DEL _____ SCAN *dc* EV *AK*

Tom LUND #5237
Public works

SUBDIVISION AGREEMENT

This Subdivision Agreement, made this 17th day of Sept, 1996 by and between THE RESERVE, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), THE RESERVE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation (hereinafter referred to as the "Homeowners Association"), and the CITY OF OMAHA (hereinafter referred to as "City").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A", except lots 29 and 30, The Reserve, (hereinafter referred to as "Property"); and

WHEREAS, the Subdivider proposes to build public and private improvements on the Property; and

WHEREAS, the Subdivider has incorporated the Homeowners Association which relates to lots 1 through 25, inclusive, and outlots A, B, C and D, The Reserve; and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Property to the sewer system of the City of Omaha; and

WHEREAS, the Subdivider and City desire to agree on the method of the installation and allocation of expenses for public improvements to be constructed in the Property.

WHEREAS, the Homeowners Association is agreeable to owning and maintaining the areas described herein pursuant to this agreement.

NOW THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed on and adjoining the Property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as "Improvements"). All Improvements must receive the approval of the Public Works Department of the City prior to construction.

2. Water, Gas, and Electrical Power. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the Property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the Property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.

3. Private Improvements. The paving, storm sewer, sanitary sewer and lift station within the outlots and within the storm sewer easement over a portion of Lots 7 and 8, The Reserve, are private improvements which shall be installed by the Subdivider at its cost pursuant to the standards and requirements of the City. All such private improvements must receive the approval of the Public Works Dept. of the City prior to construction. The Subdivider agrees to commence the timely and orderly installation of such private improvements following the execution of this Agreement pursuant to the requirements of the City. These improvements shall be installed or the Subdivider shall provide financial guarantees to insure that such improvements are installed and paid for by the Subdivider prior to the recording of the final plat, which financial guarantees must be acceptable to the City. The paving, storm sewer, lift station and the sanitary sewer within the outlots and within the storm sewer easement over a portion of proposed Lots 7 and 8, The Reserve, shall be conveyed by the Subdivider to the Homeowners Association upon the completion of such private improvements and shall be maintained by the Homeowners Association. The City shall maintain the paving, sanitary sewer, and storm sewer within the Ontario Street Right-of-Way.

4. Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement. The Subdivider shall execute and deliver to the City and record with the Register of Deeds, Douglas County, Nebraska, at the time of recording the final plat for The Reserve, a Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement similar in form as shown on Exhibit "D" attached hereto in favor of the City and the public which shall provide for the installation of a trail or walkway for ingress and egress in favor of the City and the public over and through the easement which is over a portion of Lots 7 and 8, The Reserve, as shown on Exhibit "A" attached hereto. This easement shall also provide for the installation, construction, reconstruction and maintenance of a storm sewer and allow the City to increase the amount of storm water flowing through the easement area with the installation of a larger pipe or additional grading, at the City's cost, in favor of the City within the easement area as shown on Exhibit "A" attached hereto. The Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement shall be constructed and installed at the same time that the private improvements described in paragraph 3 hereof are installed. All public storm sewers shall be maintained by the City.

5. Design, Installation and Inspection of Improvements. The Subdivider agrees to commence the timely and orderly installation of the improvements following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code. The Subdivider's professional engineers, Thompson, Dreessen and Dorner, will design the public and private improvements to the City standards, provide construction inspection and provide a Certificate of Compliance and "as built" drawings of all such improvements within 60 days of the completion of the Project.

6. Payment of Improvements. The Subdivider shall pay the cost of all of the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for underground electrical service or overhead power installations. The City will reimburse the Subdivider for the total cost of the public storm sewer which is estimated to be \$12,688.00, as shown on Exhibit "B" attached hereto and for the total cost of the 168th Street entrance improvements and extra width pavement which total cost estimate is in the sum of \$23,976.00 as shown on Exhibit "B" attached hereto. The City will reimburse the Subdivider for these costs in the year 1997 provided such improvements have been completed and accepted by the City on or before the date of such payment. If the installation of such improvements is not completed prior to December 31, 1997, the reimbursement provided by the City and described

in this paragraph will be void.

7. Sidewalks. Subject to the terms of paragraph no. 9 hereof, the Subdivider shall cause sidewalks along both sides of all public and private streets within the area to be developed to be constructed according to the following schedule:

(1) Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.

(2) Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather permits.

(3) in any event, all sidewalks shall be constructed upon both sides of all public and private streets within the property within three years of the recording of the subdivision plat.

8. Right to Connect to City Sewer System. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the Property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees. The Property is located within the City limits and therefore no interceptor sewer fee payment is required.

9. Ontario Street. The Subdivider agrees to install the Improvements within that portion of Ontario Street along with the temporary turnaround as shown on Exhibit "B" attached hereto. The Subdivider shall not be required to install the Improvements, including the adjoining sidewalks, to that portion of the Ontario Street right of way which is north and west of the temporary turnaround as shown on Exhibit "B" attached hereto, however, the Subdivider shall deposit moneys or a letter of credit acceptable to the city in an amount equal to one-half ($\frac{1}{2}$) of the estimated project costs for this paving which one-half ($\frac{1}{2}$) of the paving construction cost estimate is \$19,706.50 as shown on Exhibit "E" attached hereto, with the City, and the City shall retain this money or letter of credit until such pavement and sidewalk, which adjoin such pavement, is installed. The Subdivider will not be required to pay any assessment in the future for Lots 20 and 21, The Reserve, nor Outlot C, The Reserve, for such sidewalk or pavement Improvements. The Subdivider waives its right to protest the future installation of Ontario Street. There shall be no direct access from lots 20 and 21, The Reserve, to the adjoining Ontario Street to the east. Further, there shall be no access from lots 29 and 30, The Reserve, to the unimproved portion of Ontario Street which adjoins these lots to the west until the unimproved portion of Ontario Street is improved to the City of Omaha standards.

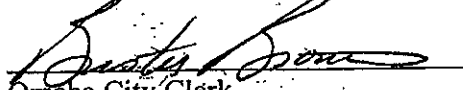
10. Lots 29 and 30, The Reserve. There shall be no access from lots 29 and 30, The Reserve, to the unimproved portion of the adjoining Ontario Street to the west until that portion of Ontario Street is improved to the City of Omaha standards. Further, lots 29 and 30, The Reserve, shall not be subdivided until the time that the unimproved portion of Ontario Street as shown on Exhibit "B" is improved to the City of Omaha standards or until the time that financial guarantees are provided satisfactory to the City to insure that such improvements will be installed pursuant to the City standards.

11. Erosion Control Plan. The Erosion Control Plan is attached hereto and incorporated herein as Exhibit "C". The cost for the construction of each erosion control shall be paid by Subdivider. The Papio Natural Resources District must approve said plan prior to City Engineer's second signature. The sediment basin will be installed within Outlot "C", The Reserve. On January 1, 1997 the Subdivider shall convey title and ownership of the sediment basin to The Reserve Homeowners Association. Prior to such time the Subdivider shall maintain and pay for the cost of maintaining the sediment basin. After January 1, 1997 The Reserve Homeowners Association shall have the responsibility to maintain and pay for the cost to maintain the sediment basin including sediment removal. Prior to January 1, 1997 the Subdivider and after January 1, 1997 The Reserve Homeowners Association shall remove and properly dispose of accumulated sediment each time the basin becomes one half full of sediment. The elevation of the top of the sediment that triggers sediment removal is 1143.5 feet as shown on Exhibit "F", attached hereto.

12. This Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns and shall run with the Lots 1-28 of The Reserve shown on Exhibit "A", attached hereto.

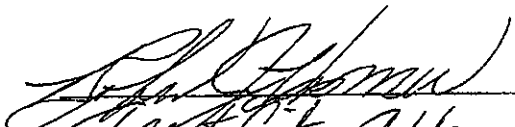
DATED this 19th day of September, 1996.

ATTEST:



Omaha City Clerk
Deputy

IMPRINTED SEAL
REGISTER OF DEEDS

APPROVED AS TO FORM:



City Attorney

CITY OF OMAHA


Mayor 9/19/96

DEVELOPER:

THE RESERVE L.L.C., a limited liability company,

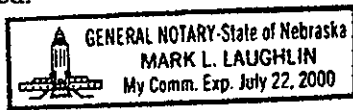
By: 
Its: member

THE RESERVE HOMEOWNERS
ASSOCIATION, a Nebraska nonprofit
corporation,

By: Wendy Linder
Its: president

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

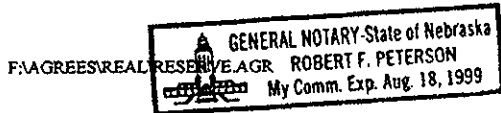
On this 20th day of July, 1996, before me a notary public in and for said county and state, personally appeared Wendy Linder of The Reserve, L.L.C., limited liability company, who acknowledged the execution of the above and foregoing Subdivision Agreement as his voluntary act and deed.



Mark L. Laughlin
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 20th day of July, 1996, before me a notary public in and for said county and state, personally appeared Wendy Linder of The Reserve Homeowners Association, who acknowledged the execution of the above and foregoing Subdivision Agreement as his voluntary act and deed.



Robert F. Peterson
Notary Public

GRANT OF EASEMENT

Pedestrian Trail, Storm Sewer, Sanitary Sewer and Drainage Easement

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, THE RESERVE, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Grantor", hereby grants and conveys to itself, the City of Omaha, Nebraska ("Omaha"), for its use and the use of the public, The Reserve Homeowners Association ("Homeowners Association"), all present and future owners of property within Lots 1 through 28, inclusive, The Reserve, a subdivision in Douglas County, Nebraska, and the lessees, invitees, representatives, successors and assigns of such owners, hereinafter collectively referred to as "Grantees", a permanent pedestrian trail, storm sewer, drainage, and sanitary sewer easement, in, through, over and under the parcel of land described as follows:

See Exhibit "A" attached hereto and by this reference made a part of this Easement for the legal description of the easement area (hereinafter the "Easement Area"),

for the following purposes:

1. Pedestrian Trail Easement. Ingress and egress of pedestrians for the benefit of the Grantor and Grantees from and to Ontario Street to the north and the Zorinsky Recreational Area ("Dam Site 18") to the south over and through the Easement Area as shown on Exhibit "A" attached hereto. Pedestrians and bicycles shall be allowed within this pedestrian trail easement, however, motor vehicles are prohibited within the Easement Area. The Grantor shall install a hard surface walkway for this pedestrian trail easement within the Easement Area as shown on Exhibit "A" and thereafter, the Homeowners Association shall repair and maintain the hard surface pedestrian walkway and the Easement Area.

2. Storm Sewer. The Grantor shall install and construct a storm sewer at its cost within the Easement Area as shown on Exhibit "A" attached hereto. After the construction of such storm sewer, the Homeowners Association shall repair and maintain the storm sewer at its cost. The storm sewer shall be installed and constructed pursuant to the Subdivision Agreement entered into between the Grantor and Omaha.

3. Sanitary Sewer. A sanitary sewer line now exists within the Easement Area shown on Exhibit "A" attached hereto. The Grantor shall also have the right to install a sanitary sewer line or lines within the Easement Area, as well as other utility and/or service lines to service The Reserve Subdivision.

Except as otherwise provided herein, no other building, improvement or other structure shall be placed over the Easement Area by the Grantees, their successor or assigns, without the express written approval of the Grantor.

Exhibit "D"

The Grantor does hereby warrant and confirm to the Grantees that it is the owner of the Easement Area and that it has the right to grant and convey this Easement in the manner aforesaid and that it shall warrant and defend this Easement to the Grantees, their successors and assigns, against any lawful claims and demands of all persons.

This easement runs with the land and shall run in favor of and be binding upon the respective assigns, successors, agents, lessees, invitees and representatives of the Grantor and Grantees.

DATED this ____ day of _____, 1996.

THE RESERVE, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY

By: _____
James R. Linder, a Member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on this ____ day of _____, 1996, by JAMES R. LINDER, a member of THE RESERVE L.L.C., a Nebraska limited liability company.

Notary Public

FAAGREESREAL/EASEMENT/RESERVE.PED

Return to:
James E. Lang
11306 Davenport St.
Omaha, NE 68154



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE RESERVE SUBDIVISION, DOUGLAS COUNTY, NEBRASKA

This Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions is made this 17th day of December, 1997 by The Reserve L.L.C., a Nebraska limited liability company (The "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated April 9, 1997 was recorded on April 11, 1997 in Book 1207 at Page 1 of the Miscellaneous Records of the Register of Deeds, Douglas County (the "Covenants") against the real property described as follows:

Lots 1 through 25, inclusive, and Outlots A, B, C and D of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, The Reserve L.L.C., a Nebraska limited liability company, which is the Declarant under the Covenants, has the right to amend the Covenants pursuant to Article XIII, Section 3 of the Covenants, and

WHEREAS, the Declarant desires by this Amendment No. 1 to amend the Covenants as set forth herein, and

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

- Article VII shall be amended to add the following Section 3 to Article VII:

Section 3. Structure Square Footage and Value. The primary structure constructed upon each Lot shall have total square footage of not less than 3,600 square feet and a value, including the Lot and all other improvements thereon, of not less than \$450,000.

- Article III, Section 3 shall be amended to read as follows:

Section 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

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CLASS A: Class A Members shall be all Owners, including the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be the Declarant or its successors and assigns which shall be entitled to two votes for each Lot owned by the Declarant or his successors or assigns. The Class B membership shall terminate, with the Declarant or its successors and assigns then continuing to be entitled to one vote for each Lot owned by the Declarant or his successors and assigns as a Class A Member, upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1999.

3. Except that to those provisions amended above, and those provisions added above, the Covenants shall in all respects remain the same as written.

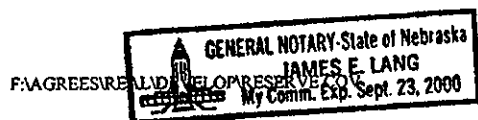
IN WITNESS WHEREOF, Declarant hereby executes and acknowledges these Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions on this 17th day of December, 1997.

THE RESERVE L.L.C., a Nebraska limited liability company, Declarant

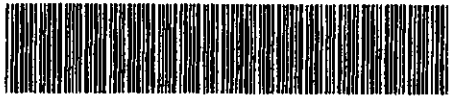
By: W. Linder member
Wendy Linder, a Member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing document was executed before me by Wendy Linder, a Member of The Reserve L.L.C., a Nebraska limited liability company, on behalf of such company on this 17th day of December, 1997.



[Signature]
Notary Public



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Date

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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RETURN: JAMES M. GLEASON
16909 PASADENA CT.
OMAHA NE 68130

**AMENDMENT NO. 2 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE RESERVE SUBDIVISION, DOUGLAS COUNTY NEBRASKA**

This is Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions is made this 24th day of AUGUST, 2000 by the Reserve Homeowners, Inc., Nebraska nonprofit corporation ("The Owners").

WITNESETH:

WHEREAS, the Declarations of Covenants, Conditions and Restrictions dated April 9, 1997 was recorded on April 11, 1997 in Book 1207 and Page 1 of the Miscellaneous Records of the Register of Deeds, Douglas County ("The Covenants") against the real properties described as follows:

Lots 1 through 25, inclusive, and Outlots A, B, C and D of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, the Reserve Homeowners, Inc., a Nebraska Nonprofit Corporation, has the right to amend the Covenants pursuant to Article 8, Section 3 of the Covenants, and

WHEREAS, the Owners desire by this Amendment No. 2 to amend the Covenants as set forth herein, and

NOW, THEREFORE, the Owners hereby amend the Covenants as follows:

1. Article 1, Section 5 shall be deleted in its entirety. Any references to "Improved Lot" within the aforementioned Declaration of Covenants, Conditions and Restrictions, shall also be deleted.

2. Article 1, Section 6 shall be amended to read as follows:

Section 6. "Assessable Lot" shall mean and refer to any lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.



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GEORGE J. BUDLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB00104 R
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THIS INDENTURE, made this 23 day of September, 1996,
between THE RESERVE L.L.C., a Nebraska limited liability company,
hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT
OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and
other valuable consideration, receipt of which is hereby acknowledged, does
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 water and all
appurtenances thereto, including but not limited to numerous fire hydrants,
valves, boxes and manhole covers, together with the right of ingress and egress
to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in The Reserve, a subdivision, as platted and
recorded in Douglas County, Nebraska and being
described as follows:

All of Outlot D.
The Southeasterly 5 feet of Lot 20 as it abuts Lot 21.
The South 7.5 feet of Lots 20 and 19.
The Westerly 7.5 feet and the Northwesterly 5 feet (as
the Lot abuts Lot 20), both of Lot 21.
The Easterly 7.5 feet of Lots 15, 16, 17 and 18.
The Southeasterly 7.5 feet of Lots 14 and 15.
The North 7.5 feet of Lot 13.
The Southerly 7.5 feet of Lots 23, 24 and Outlot C.
The Southwesterly 7.5 feet of Outlot B.
The Westerly 7.5 feet of Lot 25.
The Southwesterly 7.5 feet of Outlot A.
The Westerly 7.5 feet of Lot 1.
The Northwesterly 7.5 feet of Lot 2.
The Easterly 25 feet of Outlot C adjacent to Outlot D.

Said permanent easement contains 2.47 acres, more
or less, and is shown on the drawing attached hereto
and made a part hereof by this reference.

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 Grantor and its successors and assigns shall not at any time
erect, construct or place on or below the surface of the easement tract any

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R. OWENS

1723 HARVEY ST.

OMAHA 68102

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building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he/she has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor causes this Easement and Right-of-Way to be signed on the above date.

THE RESERVE L.L.C.,
a Nebraska limited liability company,
Grantor

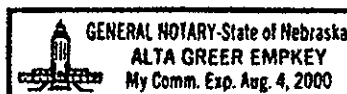
By: Wendy Greer
Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on September 23, 1996, by Wendy Greer, Member of The Reserve L.L.C., a Nebraska limited liability company, and he/she 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 limited liability company.

Alta Greer Empkey
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Return to:
James E. Lang
11306 Davenport Street
Omaha, NE 68154



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DEL C/O COMP VP
LEGAL PG / SCANS FV

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

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

Lots 1 through 25, inclusive, and Outlots A, B, C and D, of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to The Reserve Homeowners, Inc., a Nebraska nonprofit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the

RICHARD N. JAKSCH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

SECTION 3. "Properties" shall mean and refer to:

Lots 1 through 25, inclusive, and Outlots A, B, C and D, of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

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

SECTION 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a Lot split.

SECTION 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

SECTION 6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

SECTION 7. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

SECTION 8. "Common Area" shall mean and refer to all property owned by the Association including, but not limited to Outlots B, C and D, The Reserve, and Outlot A, The Reserve. Outlot A, The Reserve, shall be owned and held by the Declarant and maintained by the Association pursuant to Article XI hereof. The roadway shall be located upon Outlot D, The Reserve.

ARTICLE II PROPERTY RIGHTS

SECTION 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not

to exceed 60 days for any infraction by any such Owner, or members or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

SECTION 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

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. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

SECTION 2. Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

SECTION 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be the Declarant or its successors and assigns which shall be entitled to three votes for each Lot owned by the Declarant or his successors or assigns. The Class B membership shall terminate and be converted into Class A membership (with the Declarant or its successors and assigns then entitled to one vote for each Lot owned by the Declarant or his successors and assigns) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1999.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association;

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment shall be made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assume by them.

SECTION 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties for the maintenance, construction, reconstruction and repair of the Common Area and the roadway, utilities and improvements within the Common Area, and other matters as more fully set out in Article V herein.

SECTION 3. Monthly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any monthly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article V herein for exterior maintenance.

SECTION 4. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against an Assessable Lot for the purpose of meeting the requirements of Section 2 of Article V herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the Common Area, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, 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 such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

SECTION 6. Rate of Assessment. The monthly assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

SECTION 7. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association.

Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

ARTICLE V EXTERIOR & COMMON AREA MAINTENANCE

The Association shall provide for the maintenance, repair, snow removal and reconstruction to and for the roadway and utility improvements within the Common Area.

SECTION 1. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, fencing, gating and other exterior landscaping improvements as originally installed by the Declarant, except such improvements within any Assessable Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner.
- (b) Operation and maintenance of an underground watering system within the common area.
- (c) Maintenance, repair, snow removal and reconstruction for the roadway, grounds, improvements, and utility improvements within the Common Areas.
- (d) Electrical service for operation of common lighting, gates and other exterior improvements.

SECTION 2. Special assessments may be assessed for, but are not limited to, the following:

- (a) Maintenance, repair, snow removal and reconstruction for the grounds, improvements, roadway and utility improvements within the Common Areas.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor

shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color 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, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

ARTICLE VII GENERAL RESTRICTIONS AND OTHER PROVISIONS

SECTION 1. Front Yard and Side Yard set backs. Subject to the provisions of Chapter 55 of the Omaha Municipal Code, each Lot shall have a front yard set back of not less than twenty feet (20), except Lot 22, The Reserve. The front yard set back for Lot 22, The Reserve, shall be established by the Declarant, or its successors and assigns. Each Lot shall have a interior side yard set back of not less than five feet. All other site development regulators for the Lots shall be in accordance with the R2 Single Family Residential District Regulators and the regulators for Cluster Subdivisions set forth in Chapter 55 of the Omaha Municipal Code.

SECTION 2. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, a satellite dish measuring 24 inches or less in diameter may be erected so long as such satellite dish is hidden from the view of the adjoining Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets. No such pet shall be kept, bred or maintained for commercial purposes.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done

which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.

- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by the Declarant, its agents, and the Association as a sales and rental office, or as a model home or both, and while any Lot is so used, they shall have the right, for themselves, or their nominees, to place signs on the premises advertising such office or model home, or both.
- (e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.
- (f) No boat, camper, trailer or similar chattel shall be maintained on any Lot, other than in an enclosed structure, for more than seven (7) days within any calendar year. No automobile, motorcycle, truck or other vehicle shall be repaired, torn down or stored on any Lot, other than in an enclosed structure.
- (g) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulations, restriction or exclusion by the Association.
- (h) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

ARTICLE VIII INSURANCE

The Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

ARTICLE IX ROADWAY EASEMENT

The Declarant hereby reserves and grants to itself, to the Association and to all current and future owners of the Properties, or any part thereof, and their respective invitees, guests, successors

and assigns, a perpetual easement, for ingress, egress and access for pedestrian and vehicular traffic to and from the Properties, the Common Area and Ontario Street, over and through Outlot D, The Reserve, a subdivision in Douglas County, Nebraska.

ARTICLE X ACCESS TO LOTS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XI UTILITY METERS AND SERVICE LINES

In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association shall have a dual metering system for water so as to permit the drawing of water for watering of the laws, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water.

ARTICLE XII OUTLOT A, THE RESERVE

Outlot A shall be maintained by the Association along with the other Common Area pursuant to the terms of these Covenants, subject to the terms of this paragraph. The Declarant, and its successors and assigns shall remain the owner of Outlot A, The Reserve, and shall have the right to combine Outlot A, The Reserve, with any adjoining real property in order to create one additional buildable lot which will have access on to Outlot D, The Reserve, and have the right to connect into and utilize the road system, sanitary sewer system, storm sewer system, power, gas and other utilities within The Reserve, in the same manner the other Lots within The Reserve use such improvements. In the event, the Declarant, or its successors and assigns, desire to combine Outlot A with the adjoining property to create an additional lot, it shall first obtain the appropriate approvals from the City of Omaha in order to create such lot, and such lot shall then become a part of The Reserve subdivision and become subject to these Covenants, which lot shall then be entitled to all of the benefits that the other lots subject to these Covenants within The Reserve subdivision are entitled to and be subject to the obligations of these Covenants in the same manner as the other lots in The Reserve Subdivision which are subject to these Covenants. The Declarant, shall at all times, have the right to convey Outlot A, The Reserve, to the Association, and the Association shall then own Outlot A as Common Area under these Covenants. The lot created by the Declarant pursuant to this

paragraph shall be used for single-family purposes only and carry the same zoning classification as the other single-family residential lots within The Reserve subdivision, which are subject to these Covenants, and be included within the definitions Lot, Improved Lot and Assessable Lot, as the case may be, as set forth in Article I hereof.

ARTICLE XIII GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

SECTION 3. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. The Declarant shall have the right to amend these Declaration for any reason during the initial term of five (5) years from the date these Declarations are recorded.

SECTION 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this 9th day of April, 1997.

THE RESERVE L.L.C., a Nebraska Limited
Liability Company, Declarant


Wendy Linder, a member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Before me the undersigned, a notary public, personally came WENDY LINDER, to me personally known to be the Declarant, and members of The Reserve L.L.C., A Nebraska Limited Liability Company, and acknowledged the execution of the above to be their voluntary act and deed on behalf of The Reserve L.L.C.

WITNESS my hand and notarial seal this 9th day of April, 1997.




Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

IN WITNESS WHEREOF, Declarant hereby executes and acknowledges these
Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions on this 17th day
of December, 1997.

THE RESERVE L.L.C., a Nebraska limited
liability company, Declarant

By: Wendy Linder
Wendy Linder, a Member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing document was executed before me by Wendy Linder, a Member of
The Reserve L.L.C., a Nebraska limited liability company, on behalf of such company on this 17th
day of December, 1997.



James E. Lang
Notary Public

Return to:
James E. Lang
11306 Davenport St.
Omaha, NE 68154



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE RESERVE SUBDIVISION, DOUGLAS COUNTY, NEBRASKA**

This Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions is made this 17th day of December, 1997 by The Reserve L.L.C, a Nebraska limited liability company (The "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated April 9, 1997 was recorded on April 11, 1997 in Book 1207 at Page 1 of the Miscellaneous Records of the Register of Deeds, Douglas County (the "Covenants") against the real property described as follows:

Lots 1 through 25, inclusive, and Outlots A, B, C and D of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, The Reserve L.L.C., a Nebraska limited liability company, which is the Declarant under the Covenants, has the right to amend the Covenants pursuant to Article XIII, Section 3 of the Covenants, and

WHEREAS, the Declarant desires by this Amendment No. 1 to amend the Covenants as set forth herein, and

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

1. Article VII shall be amended to add the following Section 3 to Article VII:

Section 3. Structure Square Footage and Value. The primary structure constructed upon each Lot shall have total square footage of not less than 3,600 square feet and a value, including the Lot and all other improvements thereon, of not less than \$450,000.

2. Article III, Section 3 shall be amended to read as follows:

Section 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

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which shall be entitled to two votes for each Lot owned by the Declarant or his successors or assigns. The Class B membership shall terminate, with the Declarant or its successors and assigns then continuing to be entitled to one vote for each Lot owned by the Declarant or his successors and assigns as a Class A Member, upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1999.

3. Except that to those provisions amended above, and those provisions added above, the Covenants shall in all respects remain the same as written.

IN WITNESS WHEREOF, Declarant hereby executes and acknowledges these

**AMENDMENT NO. 2 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE RESERVE SUBDIVISION, DOUGLAS COUNTY NEBRASKA**

This is Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions is made this 24th day of AUGUST, 2000 by the Reserve Homeowners, Inc., Nebraska nonprofit corporation ("The Owners").

WITNESETH:

WHEREAS, the Declarations of Covenants, Conditions and Restrictions dated April 9, 1997 was recorded on April 11, 1997 in Book 1207 and Page 1 of the Miscellaneous Records of the Register of Deeds, Douglas County ("The Covenants") against the real properties described as follows:

Lots 1 through 25, inclusive, and Outlots A, B, C and D of The Reserve, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, the Reserve Homeowners, Inc., a Nebraska Nonprofit Corporation, has the right to amend the Covenants pursuant to Article 8, Section 3 of the Covenants, and

WHEREAS, the Owners desire by this Amendment No. 2 to amend the Covenants as set forth herein, and

NOW, THEREFORE, the Owners hereby amend the Covenants as follows:

1. Article 1, Section 5 shall be deleted in its entirety. Any references to "Improved Lot" within the aforementioned Declaration of Covenants, Conditions and Restrictions, shall also be deleted.

2. Article 1, Section 6 shall be amended to read as follows:

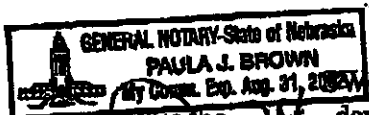
Section 6. "Assessable Lot" shall mean and refer to any lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

IN WITNESS WHEREOF, the Owners hereby execute and acknowledge this Amendment No. 2 to the Declaration of Covenants, Conditions or Restrictions on this 24 day of August, 2000.

The Reserve Homeowners, Inc., a Nebraska Nonprofit Corporation, Owners

By: James M. Gleason
PRESIDENT

By: Charles M. Doherty
VICE-PRESIDENT



SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 24 day of August, 2000, by MAUDE DOHERTY to certify which witness my hand and official seal. RESERVE HOMEOWNERS

Paula J. Brown
NOTARY PUBLIC

My Commission Expires: 8-31-02

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 24 day of August, 2000, by James M. Gleason to certify which witness my hand and official seal. PRESIDENT, RESERVE HOMEOWNERS

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

