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SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the following Owners: Spyglass Hill, Inc., a Nebraska Corporation, Corn Belt State Bank, an Iowa banking corporation, Westmark Planning Group, Inc., a Nebraska corporation, Marjorie M. Einerson, a single person, Jerry Jerome Habraken and Judith Ann Habraken, husband and wife; Raymond L. Johnson and Margaret L. Johnson, husband and wife; and Winifred Adams, a single person, hereinafter referred to as "Declarants."

WITNESSETH:

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

Lots 1 through 41, inclusive, and Outlots 1 through 3, inclusive, of Spyglass Hill Replat, being a replatting of Spyglass Hill (Lots 1 through 34, inclusive), a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein collectively referred to as the "Property")

WHEREAS, the Declarants desire to amend a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as set forth below,

NOW, THEREFORE, Declarants hereby amend a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS on the Property recorded on March 12, 1984 in Book 706, Pages 637 through 646, in the Register of Deed's office of Douglas County, Nebraska, and a certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Spyglass Hill, an addition to the City of Omaha, Douglas County, Nebraska, recorded on June 2, 1986 in Book 775, Page 736, in the Register of Deed's office of Douglas County, Nebraska, by substituting this SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in cancellation of the above-referred to DECLARATION recorded in Book 706, Pages 637 through 646, and the above-referred to AMENDMENT recorded in Book 775, Page 736 and further hereby declare that all property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described Property and be binding on all parties having any right, title, or interest in the above-described Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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DEFINITIONS

Section 1. "SHPOA" shall mean and refer to the Spyglass Hill Property Owners Association, Inc., a Nebraska corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot as defined herein which is a part of the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" 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 SHPOA.

Section 4. "Common Area" shall mean Outlot 3 to be owned by SHPOA for the common use and enjoyment of the Owners. Said Common Area owned by SHPOA shall be used as follows:

Outlot 3 above referred to shall be maintained as a roadway and utility way to provide perpetual, nonexclusive means of vehicular and pedestrian access to Lots 1 through 41 and Outlots 1 and 2 in said replatted subdivision and also to provide space for installation of water, gas, sewer mains, storm sewers, telephone and other electric services to said Lots 1 through 41 and Outlots 1 and 2.

Section 5. "Lot" shall mean and refer to any plot of land shown in the Spyglass Hill Replat (which is presently being processed through the City of Omaha) of the Property with the exception of Outlots 1, 2, and 3, and upon which a dwelling unit or units has been built, or can be built. If a Lot or Outlots 1 or 2 from the Spyglass Hill Replat is subdivided or split into additional Lots or part of Lots capable of containing a dwelling unit or units, each of said Lots created thereby shall be considered separate Lots for purposes of this Second Amendment to Declaration.

Section 6. "Declarants" shall mean all of the Owners of the Property referred to above, and their successors and assigns.

Section 7. "Developer" shall mean Spyglass Hill, Inc., or its successors or assigns.

ARTICLE II

MEMBERSHIP IN SHPOA

Section 1. Every Owner of a Lot as defined herein shall automatically be a member of SHPOA. Membership shall be appurtenant to and may not be separated from ownership from any Lot.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easement 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:

- (a) the right of SHPOA to charge a maintenance fee for the Common Area;
- (b) the right of SHPOA to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
- (c) the right of SHPOA to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, provided that the Common Area continues to be used as a roadway and utility way.

Section 2. SHPOA. SHPOA shall be a Nebraska nonprofit corporation which shall adopt By-laws from time to time which shall govern the use of the Property and to be so comprehensive as to cover such items which might otherwise be the subject of these covenants. In the event of a conflict between the provisions of the By-laws of SHPOA and these covenants, these covenants shall prevail.

Section 3. Use Restrictions. All Lots shall be used only for private dwelling purposes and as shall be provided in SHPOA's By-laws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarants, for each Lot owned within the

Property, hereby covenant, and each subsequent owner by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to SHPOA (1) annual assessments and charges and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as provided in the By-laws of SHPOA. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of SHPOA as to the amount of any unpaid assessments. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment became due. The personal obligation for delinquent assessment shall not pass to his or her successor in title unless expressly assumed by them. Lots designated as Common Area shall not be subject to assessment.

Section 2. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. 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 sale by a trustee pursuant to the deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments on the Lot as to payments which became due prior to such sale or transfer, but shall not extinguish the personal obligation of the Lot Owner who incurred such obligation. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE V

ARCHITECTURAL CONTROL

No building, structure, fence, or television satellite dish may be erected or allowed to remain on any Lot until the plans and specifications thereof shall have been approved in writing by Architectural Control Committee which shall be appointed by the Developer.

ARTICLE VI

Section 1. Enforcement. SHPOA, 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 Second Amendment or the By-laws of the SHPOA. Failure of SHPOA or any Owner to enforce any covenant, restriction, or provision of SHPOA's By-laws 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, restrictions, or provisions in the By-laws of SHPOA by judgment 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 Second Amendment shall run with and bind the land, until January 6, 2009, after which time they shall be automatically extended for successive periods of ten years. This Second Amendment may be amended at any time by an instrument signed by the Owners of not less than sixty-six percent (66%) of the Lots. Any amendment must be recorded.

Section 4. Counterpart Signatures. This document may be signed in counterpart signatures. When the signature pages with signatures and the acknowledgment pages with signatures are attached to a single document, said single document shall be as legally effective as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

EXECUTED this 19th day of November, 1989.

Marylou Emerson

Judith Ann Habuben

Jerry Jerome Habuben

Margaret L. Johnson

Raymond L. Johnson

Winifred Adams

SPYGLASS HILL, INC.

Winifred Adams President

Corn Belt State Bank

President

Westmark Planning Group, Inc.

Les Schuyler

President C.E.O.

STATE OF NEBRASKA)
County of Douglas) ss.

The foregoing instrument was acknowledged before me
this 19th day of November, 1989 by the following:

Marjorie M. Einerson, a single person

Judith Ann Habraken and Jerry Jerome Habraken,
Wife and Husband;

Margaret L. Johnson and Raymond L. Johnson,
Wife and Husband;

Winifred Adams, a single person.



W. IRVING WILKIE
GENERAL NOTARY -- State of Nabr.
My Commission Expires
February 6, 1991

W. Irving Wilkie

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
19th day of Nov., 1989, by Winifred Adams, President of
Spyglass Hill, Inc., a Nebraska corporation.



W. IRVING WILKIE
GENERAL NOTARY - State of Nebr.
My Commission Expires
February 6, 1997

W. Irving Wilkie
Notary Public

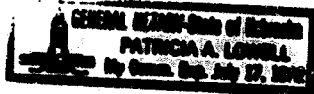
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
day of _____, 1989, by _____, President of
Corn Belt State Bank, an Iowa banking corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
18th day of January, 1989, by LeGrande A. McGraw, President
of Westmark Planning Group, Inc., a Nebraska corporation. S.I.O.



Patricia A. Lowell
Notary Public

Spyglass Hill Home
PO Box 36
Boys Town, Ne 68010



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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by the undersigned who constitute owners (and spouses where applicable) of more than sixty six (66%) percent of the Lots comprising the Property described below, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of more than sixty-six (66%) percent of the property, described as follows:

⁵⁹⁻³⁶⁷⁷⁷ Lots 1 and 2 of Spyglass Hill Replat II; and Lots 1 through 18, Lots 20⁵⁹⁻³⁶⁷⁷⁵ through 41, and Outlots 1 through 3, inclusive of Spyglass Hill Replat # ~~1~~ ^R being a replatting of Spyglass Hill (Lots 1 through 34, inclusive), a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska (herein collectively referred to as the "Property").

WHEREAS, the Declarants desire to amend a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as set forth below,

NOW, THEREFORE, Declarants hereby amend a certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Spyglass Hill Replat, an addition to the City of Omaha, Douglas County, Nebraska, recorded on the 26th day of January, 1990, in Book 911, Page 450 through Page 461, inclusive, in the Register of Deed's Office of Douglas County, Nebraska, by substituting this THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in cancellation of the above-referred to SECOND AMENDMENT recorded in Book 911, Pages 450 through 461, and further hereby declare that all property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described Property and be binding on all parties having any right, title, or interest in the above-described Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

A. "SHPOA" shall mean and refer to the Spyglass Hill Property Owners Association, Inc., a Nebraska corporation.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot as defined herein which is a part of

the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Property" 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 SHPOA.

D. "Common Area" shall mean Outlot 3 to be owned by SHPOA for the common use and enjoyment of the Owners. Said Common Area owned by SHPOA shall be used as follows:

Outlot 3 above referred to shall be maintained as a roadway and utility way to provide perpetual, nonexclusive means of vehicular and pedestrian access to Lots 1 and 2 of Spyglass Hill Replat II, Lots 1 through 18, Lots 20 through 41, and Outlots 1 and 2 in said replatted subdivision and also to provide space for installation of water, gas, sewer mains, storm-sewers, telephone and other electric services to said Lots 1 and 2 of Spyglass Hill Replat II, Lots 1 through 18, Lots 20 through 41, and Outlots 1 and 2 of Spyglass Hill Replat II.

E. "Lot" shall mean and refer to any plot of land shown in the Spyglass Hill Replat of the Property with the exception of Outlots 1, 2 and 3, and upon which a dwelling unit or units has been built, or can be built. If a lot or Outlots 1 or 2 from the Spyglass Hill Replat is subdivided or split into additional Lots or part of Lots capable of containing a dwelling unit or units, each of said Lots created thereby shall be considered separate Lots for purposes of this Third Amendment to Declaration.

F. "Declarants" shall mean the undersigned Owners of certain parcels of the Property referred to above, and their successors and assigns.

G. "Developer" shall mean JCM Investments, Inc., a Nebraska corporation, or its successors or assigns.

H. "Architectural Control Committee" shall mean the committee appointed by the Developer, its successors or assigns, until Developer sells all remaining lots owned by the Developer. One committee member shall be a home owner appointed by "SHPOA". Upon the Developer conveying its ownership in all remaining Lots owned by the Developer, then the Developer's rights and authority hereunder with respect to Architectural Control as set forth in Article II hereof shall immediately pass to "SHPOA", however, the Developer shall retain only one seat on the Architectural Control Committee until Developer disposes of its remaining outlots.

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Developer, wall,

pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Developer through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

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

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. The persons submitting such documents shall have the obligation to obtain a receipt from the Architectural Control Committee setting forth the date of the receipt of such documents by the Architectural Control Committee (the "Receipt"). All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

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

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

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after the date set forth in the Receipt, by personal delivery of the approval or disapproval letter with a receipt from the person submitting the documents or, by United States registered or certified mail to the last known address of the

applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans. The date the approval or disapproval letter is deposited in the United States mail shall be the date of the approval or disapproval.

E. No trees shall be removed from any Lot unless and until a plan for the removal thereof has been submitted to and approved by the Architectural Control Committee.

ARTICLE III RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lot shall be used only for single family or duplex residential dwelling purposes as permitted by the applicable zoning requirements, and no Lot shall contain more than one (1) structure.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the One (1) structure (single family or duplex) referred to above, and said structure shall conform to the following minimum requirements:

1. One-story structure with attached garage	1,200 sq. ft.	On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor)
2. One-story structure with basement garage	1,300 sq. ft.	On the main floor
3. One and one-half story structure	1,500 sq. ft.	Total area above the basement level; minimum 900 sq. ft. on the main floor.
4. Two-story structure	1,800 sq. ft.	Total area above the basement level; minimum 900 sq. ft. on the main floor.
5. Split entry (bi-level) structure	1,300 sq. ft.	On the main floor.
6. Multi-level (split level) structure	1,700 sq. ft.	Total area above grade
7. Duplex	1,000 sq. ft.	Finished space total area above grade per side.*

*Except for Lots 14 & 15. These Lots will require a minimum of 800 sq. ft. finished area above grade per side.

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet.

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

E. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

F. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone, even if a portion of those exposed foundations may be perpendicular to the affronting street.

G. No primary flat or mansard roof shall be permitted on any dwelling.

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

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

J. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Detached accessory buildings are not permitted.

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

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

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

N. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings.

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

P. Vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and

rock gardens must be approved by the Architectural Control Committee.

Q. No residential dwelling shall be occupied by any person as a dwelling until the certificate of occupancy has been obtained.

R. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" or "For Rent" signs, not exceeding six (6) square feet in size, shall be permitted.

S. All driveways will be constructed to meet the latest versions of the City of Omaha Standard Specifications for Street and Sewer Construction, City of Omaha Standard Plates for Street and Sewer Construction, and the Guidelines and Regulations for Driveway Approach.

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

U. The front, side and rear yards of all Lots shall be sodded, landscaped, and maintained. All yards shall be sodded within one (1) year from the date the foundation for the residence on the Lot was completed.

V. No lot improvements may encroach on any other Lot, common area, or Outlot.

ARTICLE IV EASEMENTS AND LICENSES

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

B. All utility connections or crossing within the street right of ways will be done according to the latest versions of the City of Omaha Standard Specifications for Street and Sewer Construction and City of Omaha Standard Plates for Street and Sewer Construction. Excavations being backfilled shall meet 95% standard density and tested every one foot of depth. Final reports showing passing tests shall be submitted to the Board of Directors for their records.

ARTICLE V GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions

of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-six (66%) percent of the Lots in the Properties.

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

D. This document may be signed in counterpart signatures. When the signature pages with signatures and the acknowledgment pages with signatures are attached to a single document, said single document shall be as legally effective as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this FIRST(1) of NOVEMBER, 1995.

DECLARANT:

Lot #1: Michael C. Wong

Anna Wong


Lot #2: Ronald E. Watson

Michele D. Wyzenski

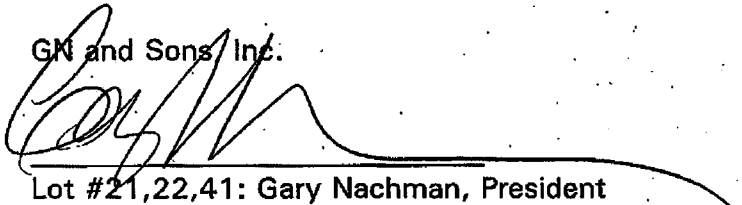
Lot #3: Robert Boumstein


Meryl Boumstein

JCM INVESTMENTS, INC.

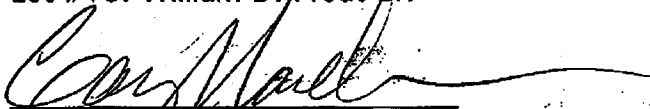

Lot #4,5,6,7,10,11,20,23, & #1-Replat II: Judith C. Morrison, f/k/a Judith C. Morgan, President


GN and Sons, Inc.


Lot #21,22,41: Gary Nachman, President

Lot #8,9: Christine Nish

Lot #13: William D. Prout Sr.


Lot #12,14,15: Gary Nachman, President - GN and Sons, Inc.


Lot # 16,17,18: Cynthia M. Sullivan

Edwin G. Hoth

Lot #24: Edwin G. Hoth

Wilma M. Hoth

Wilma M. Hoth

Judith A. Kaplan

Lot #25: Judith A. Kaplan

Marjorie M. Einerson

Lot #26: Marjorie M. Einerson

Lot #27: Dennis W. Lamb

Gregory R. Miller

Lot #28: Gregory R. Miller

Maureen Miller

Maureen Miller

John W. Haller

Lot #29: John W. Haller

Rosaline L. Haller

Rosaline L. Haller

Robert E. Haller

Lot #30: Robert E. Haller

John W. Haller

John W. Haller

Carol Lubischer

Lot #31: Carol Lubischer

Cynthia A. Miller

Lot #32: Cynthia A. Miller

Michael Sadofsky

Lot #33: Michael Sadofsky

Marina D. Sadofsky

Marina D. Sadofsky

Kolin Sperl

Lot #34: Kolin Sperl

Michele Sperl

Michele Sperl