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PROTECTIVE COVENANTS

1. These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1999:

Lots 301 through 349, inclusive, in Skyline Ranches 111, a subdivision in Douglas County, Nebraska.

2. If the present or future owners, users or occupants of any of said lots shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or equity against the person violating or attempting to violate any such Covenant and either to prevent him from so doing or to recover damages for such violation.

3. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive these Covenants by means of a recorded written instrument as to any lot or lots in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

4. The following identified lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for recreational, public, church, educational or charitable uses, to-wit:

Lots 301 through 349, inclusive, in said Skyline Ranches 111, a subdivision.

5. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines. In the event owner contemplates construction of fence, such plans shall include the type of material to be used and the location thereof. The use of barbed wire of any kind in construction and/or maintenance of any fence on the premises is strictly prohibited. Plans will not be returned to the owner. Within thirty days after receipt of said plans, the undersigned shall either notify the owner in writing of

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its approval of plans or of disapproval with reasons therefor, but if undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved. Said plans shall also include the plans, specifications and diagram for the septic system.

6. Construction on or improvement of any residential lot shall be subject to the following restrictions:

a) Minimum Yards - The minimum front, side and rear yard requirements of the Douglas County single-family 1 (SF-1) zoning district as now enacted shall govern this subdivision. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change.

b) Minimum Buildable Area - No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split or subdivision has been approved in writing by the undersigned.

c) Minimum Dwelling Size - For said lots 301 through 349, inclusive, each dwelling shall contain not less than 1800 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1200 square feet.

d) The roofing material for all dwellings shall consist of wood shingles; PROVIDED, that the undersigned may waive this requirement and consent in writing to the use of other suitable roofing material. However, asphalt shingles shall not be approved.

e) Garages - Each residence shall include an enclosed garage for at least two cars (attached, detached or basement).

f) Wiring - All power and telephone service wires shall be buried underground.

g) Drives - Driveways shall be Portland concrete or asphalt from the public roadway to the garage, installed and completed prior to completion of construction.

b) Construction of each dwelling or structure must be completed within one year after excavation for footings.

i) Subject to the restrictions on the location thereof hereinafter noted in Paragraph 9, below, not less than three ornamental or deciduous shade trees must be planted on each residential lot within one year after excavation for footings, and thereafter maintained in good growing condition, or replaced as necessary.

7. Any and all livestock maintained on premises shall be kept in accordance with the requirements of SF-1 zoning and shall be located to the rear of the residence. On corner lots, said livestock shall be maintained no closer to the street than the residence setback on the adjoining lot, unless specifically waived by the owner of the adjacent lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. Manure in stables must be collected at least daily and place in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly. All horse fencing must be kept in good condition and not allowed to deteriorate or look shabby. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company (hereinafter called Licensees or Grantees), their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of division, and an eight (8) foot strip of land adjoining the rear boundary line of said lots. A perpetual easement is also reserved in favor of and granted to Sanitary and Improvement District No. 157 of Douglas County, Nebraska, Skyline Water Co., and Peoples Natural Gas Co., (hereinafter called Grantees), their successors and assigns, to construct, operate, use, maintain repair, replace and renew water mains and gas mains over, under, through and upon said five (5) foot strips of land adjoining the rear and eight (8) foot strips of land adjoining the side boundary lines of said lots in said subdivision. Said license and easements are granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easements are granted upon the specific conditions a) that at least one of said

Licensees or Grantees must construct such facilities along said lot lines within sixty (60) months of date hereof, or b) if any such facilities are constructed but are thereafter removed, same must be replaced within sixty (60) days after their removal, failing in either one or both of such conditions these sideline easements shall automatically terminate and become void as to such unused or abandoned easementways on any of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all lots in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the owner's expense.

10. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

11. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or permitted to remain on any lot or portion thereof in this subdivision, without the prior written approval of the undersigned. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the residence. All trucks shall be enclosed in structures, and trucks

shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennae may be erected on any lot or portion thereof without the prior written approval of the undersigned. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.

12. Prior to connecting any residence or other structure to the water main which serves each lot, the owner must first submit a written application therefor to Skyline Water Co., a Nebraska corporation, on a prescribed form and obtain approval thereof from said Skyline Water Co. Such connection to the water main, including the furnishing and installation of an approved meter, shall be made at the owner's sole expense.

EXECUTED this 29 day of September, 1976.

WESTWARD DEVELOPMENT CO.

By: L. A. Thornton
L. A. Thornton, President

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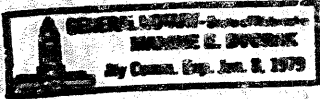
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STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On the date last-above written, before me, the undersigned a Notary Public in and for said County, personally came L. A. Thornton, President of Westward Development Co., to me personally known to be the President and the identical person whose name is affixed to the foregoing Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Marie E. [Signature]
Notary Public



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BOOK 571
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[Signature]

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Richard B. Croker
2120 SO 72nd street #250
Omaha Neb. 68124

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

APR 15 3 05 PM '94

GEORGE J. DUBLEWICZ
REGISTER OF DEEDS

WE, THE UNDERSIGNED, are the owners of certain real property located in certain subdivisions in Douglas County, Nebraska, as more particularly hereinafter described, and we hereby declare that all of our said real property shall be held, sold and conveyed subject to the following covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in the properties owned by the undersigned in said subdivisions, 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 Skyline Ranches Property Owners Association, a Nebraska not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or a separately described portion thereof comprising a building site, which is a part of the Properties, including contract purchasers, but excluding those having interest in any such Lot merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to those Lots hereinafter identified on the signature pages hereto as owned by the Undersigned and which are a part of one or more of the following described five subdivisions, as surveyed, platted and recorded, in Douglas County, Nebraska:

- | | |
|---------------------|----------------------------|
| (1) Skyline Ranches | (3) Skyline Estates Replat |
| (2) Skyline Estates | (4) Skyline Ranches III |
| | (5) Skyline Ranches Replat |

herein sometimes collectively referred to as Skyline Ranches.

Section 4. "Common Area" shall mean the real property (including all of the improvements thereto) legally described on Exhibit "A" attached hereto and by this reference made a part hereof.

Section 5. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision plat of any part of the Properties (and includes a separately described portion of a Lot comprising a residential building site), with the exception of the Common Area.

Section 6. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time, which By-Laws are incorporated herein by this reference.

FEE 300.00
 LEGAL PG
 [Signature]

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**ARTICLE II.
Property Rights**

Every Owner of a Lot which is subject to assessment, together with their respective employees, agents, licensees and invitees, shall have the right in common with the other Owners, to the use and enjoyment of the Common Area, subject to such rules, regulations and other restrictions and conditions as may be provided hereunder or in the By-Laws.

**ARTICLE III.
Membership and Voting Rights**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2. The Association shall have one class of voting membership consisting of all Owners who shall be entitled to only two (2) votes regardless of the number of Lots owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than two (2) votes be cast with respect to any Lot. Whenever reference is made to consent by or vote of members, the total number of votes allocated to members shall be considered rather than the total number of members.

**ARTICLE IV
Covenant for Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. We, the Undersigned, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety, and welfare of the Owners and their respective licensees and invitees and for the improvement and

maintenance of the Common Area. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Area; general public liability and hazard insurance, directors' liability insurance, workmen's compensation insurance, and other appropriate types of insurance; real estate taxes; lighting; landscaping and landscaping maintenance; wages; payroll taxes; license and permit fees; security; professional services; repairs; replacement; maintenance of supplies and equipment; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2, above, for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on by the members. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of his annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. PROVIDED, HOWEVER, anything in the provisions of this Section 3 to the contrary notwithstanding, the amount of such annual assessment on each Lot shall not exceed One Hundred Fifty Dollars (\$150.00), except that this amount can be adjusted upward to an amount for subsequent years determined by multiplying the annual assessment for the immediately preceding year by a fraction, the denominator of which shall be the Consumer Price Index for the first month of the first year this Declaration is in force, and the numerator of which shall be the Consumer Price Index for the ninth month of the immediately preceding year.

"Consumer Price Index", as used herein, shall be the Regional Consumer Price Index (CPI), All Items (1967=100) issued by the U.S. Bureau of Labor Statistics, in Kansas City, Missouri, or successor index. If such index is no longer published, such other index will be used as is then generally recognized and accepted for similar determinations.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, for the amount by which the Board of Directors estimate that actual cost, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year; PROVIDED THAT any such assessment shall have the assent of

two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; PROVIDED, HOWEVER, that anything in ARTICLE IV of this Declaration to the contrary notwithstanding, the Owner of more than one Lot shall nevertheless be obligated to pay the equivalent amount of only one annual assessment and only one annual special assessment. The lien of the assessments provided for herein shall, with respect to a multiple Lot Owner, become a lien on that Lot on which such Owner's residence is located. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of _____, 1994, and shall be in the amount determined as provided in Section 3. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on March 1 of each year and to end on February 28 of the following year. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within thirty (30) days after the due date, shall also bear a penalty assessment equal to one-fifth (1/5) of the amount of the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Property in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V Architectural Control

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

plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI

Building and Use Restrictions - Applicable to All Subdivisions

The following restrictions are imposed upon all of the Lots comprising the Properties in each of the five subdivisions comprising Skyline Ranches for the benefit of each other Lot in each such subdivision and may be enforced by any Owner in such subdivision:

Section 1. Except as specifically approved in writing by the Board of Directors, no building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the Lots within the Properties. All Lots within the Properties shall be used only for single-family residential purposes except such commercial Lots, and Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for recreational, public, church, educational or charitable uses.

Section 2. Temporary Structure. No shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 3. Livestock. Any and all livestock, including horses, maintained on premises shall be grandfathered as to number, location and accommodations and in the future kept in accordance with the requirements of SF-1 zoning and shall be located to the rear of the residence. On corner Lots, said livestock shall be maintained no closer to the street than the residence setback on the adjoining Lot, unless specifically waived by the Owner of the adjacent Lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept, shall be maintained at all times in a clean, neat, orderly manner by the Owner of said real estate. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly. All horse fencing must be kept in good condition and not allowed to deteriorate or look shabby. The use of barbed wire of any kind in constructing and/or maintaining any fence on any Lot is prohibited. The Owner of each Lot shall take all reasonable and necessary steps to insure adequate rodent control on said Lot.

Section 4. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures on any building site in the Properties is expressly prohibited, except that "For Sale" signs of a standard size not to exceed two feet by three feet may be placed on any of the Lots.

Section 5. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be burned, thrown, placed or dumped upon any vacant building site, Lot, or any part of the Common Area, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the Properties or Common Area. All rubbish, trash and garbage shall be removed from the Properties and shall not be burned by any open fire, incinerator, or otherwise on the Properties or on the Common Area or any part thereof.

Section 6. All Lots within the Properties shall be used only for detached single-family residences. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof in the Properties. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the residence. Each residence shall include an enclosed garage for at least two cars (attached, detached or basement). All trucks shall be enclosed in structures, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennas may be erected on any Lot or portion thereof. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

Section 7. No garden or field crop shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all Lots in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the owner's expense.

ARTICLE VII

Building and Use Restrictions Applicable to Individual Subdivisions

Construction on or improvement of any residential lot shall be subject to the following restrictions:

Section 1. Minimum Yards:

The minimum front, side and rear yard requirements of the Douglas County Single-Family 1 (SF-1) zoning district as now enacted shall govern each of the five subdivisions identified in Section 3 of Article I, *supra*, except that a 20-foot minimum front yard setback is permitted for the following lots in Skyline Ranches: Three (3), Eleven (11) through Eighteen (18), Thirty-one (31), Thirty-two (32), and Thirty-three (33).

Section 2. Minimum Buildable Area:

(a) The following restriction shall be applicable to all of the Lots in each of the five subdivisions sometimes collectively referred to as Skyline Ranches: No Lot shall be used as a building site for a residential structure if the Lot has been reduced in area

below its originally platted size, unless such lot split or subdivision has heretofore been formally approved in writing by the Developer, Westward Development Co., or is hereinafter approved by the Board of Directors of the Association or by an architectural committee appointed by the Board. Henceforth, said Board of Directors or architectural control committee will consent to only one subdivision of any platted Lot, and approval will not be given for a parcel of less than 20,000 square foot area as a buildable parcel.

Section 3. Minimum Dwelling Size:

(a) Skyline Ranches:

(1) For Lots Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Sixty-one (61), Sixty-two (62), Eighty-three (83) and Eighty-four (84), each dwelling shall contain not less than 1,400 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

(2) For the remaining Lots, each dwelling shall contain not less than 1,800 square feet of finished living space (exclusive of porches, breezeways and garages), and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

(b) Skyline Estates and Skyline Estates Replat: For said residential Lots, each dwelling shall contain not less than 1,500 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1,100 square feet.

(c) Skyline Ranches III: Each dwelling shall contain not less than 1,800 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

Section 4. Roofing Material: For Lots in Skyline Estates, Skyline Estates Replat and Skyline Ranches III, the roofing material for all dwellings shall consist of wood shingles, unless such requirement has heretofore been waived by the Developer, Westward Development Co.; and provided further, that asphalt shingles shall not be approved in Skyline Ranches III.

Section 5. Garages: All residences on all Lots in each of the five subdivisions shall include an enclosed garage for at least two cars (attached, detached or basement).

Section 6. Wiring: All power and telephone service wires on all of the Lots in each of the five subdivisions shall be buried underground.

Section 7. Drives: Driveways for all residences on all of the Lots in each of the five subdivisions shall be portland concrete or asphalt from the public roadway to the garage.

Section 8. Trees:

(a) Skyline Ranches: Prior to occupancy, each owner must plant at least three (3) trees on the Lot with a minimum trunk diameter of three inches, and thereafter maintain the same (or replacements thereof) in growing condition.

(b) Skyline Estates, Skyline Estates Replat, and Skyline Ranches III: Not less than three (3) ornamental or deciduous shade trees must be planted on each residential Lot within one year after excavation for footings, and thereafter maintained in good growing condition, or replaced as necessary; provided, however, no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

ARTICLE VIII
General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any amendment must be recorded.

Section 4. Additional Members. It is probable that not all of the Owners of all of the Lots in the five above-described subdivisions will become members of the Association at this time. Should such Owner wish to become a member of the Association at a later date, new members shall be admitted to the Association upon such terms and provisions as may be determined by the Board of Directors.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the common areas which may be enforced in the

manner provided in the By-Laws; PROVIDED, HOWEVER, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

ARTICLE IX
Execution of this Document

This Declaration of Covenants, Conditions and Restrictions may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the Declaration of Covenants, Conditions and Restrictions for all purposes. This Declaration shall be binding upon each Owner who executes any counterpart and upon the respective heirs, devisees, personal representatives, successors and assigns of such Owners.

IN WITNESS WHEREOF, we, the Undersigned, all being Owners of the hereinafter identified Lots, have hereunto executed this Declaration by setting our hands and seals on the signature pages attached hereto and which by this reference are incorporated herein and made a part hereof.

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DC-35970

EXHIBIT "A"

COMMON AREA

Skyline Ranches Property Owners Association

A. SKYLINE RANCHES:

1. LOTS 201, 202, 204 AND LOT 205, EXCEPT THE EAST 290 FEET THEREOF.
2. ALL OF LOT 203, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY COMMON CORNER OF LOTS 203 AND 37, SKYLINE RANCHES; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 203 A DISTANCE OF 20.68 FEET; THENCE WESTERLY ALONG THE COMMON LINE OF LOTS 203 AND 41 A DISTANCE OF 317.44 FEET; ;THENCE NORTHWESTERLY A DISTANCE OF 21.28 FEET TO THE WESTERLY COMMON CORNER OF LOTS 203 AND 37; THENCE EASTERLY ALONG THE COMMON LINE OF SAID LOTS 203 AND 37 A DISTANCE OF 329.96 FEET TO THE POINT OF BEGINNING.
3. ALL OF LOT 206, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 206; THENCE NORTH 00°16'09" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 80°35'45" EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 206 A DISTANCE OF 29.95 FEET; THENCE SOUTH 06°42'14" EAST TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 206 A DISTANCE OF 25.22 FEET; THENCE NORTH 89°43'51" WEST ALONG SAID SOUTH PROPERTY LINE A DISTANCE OF 32.58 FEET TO THE POINT OF BEGINNING.
4. ALL OF LOT 207, TOGETHER WITH VACATED PORTION OF 210TH STREET ABUTTING ON THE EAST.
5. THE NORTHERLY 21.88 FEET OF LOT 6.
6. A PART OF LOT 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13; THENCE NORTH 10°38'18" WEST (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 365.00 FEET; THENCE SOUTH 87°23'59" EAST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 50.00 FEET; THENCE SOUTH 02°48'01" EAST, A DISTANCE OF 365.88 FEET TO THE POINT OF BEGINNING.

- 7. A PART OF LOT 14, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 14; THENCE SOUTH 66°46'32" WEST (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 14 A DISTANCE OF 100.00 FEET; THENCE NORTH 14°43'12" WEST A DISTANCE OF 274.36 FEET; THENCE NORTH 84°45'55" EAST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°48'01" EAST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 248.00 FEET TO THE POINT OF BEGINNING.
- 8. THE EASTERLY 100 FEET OF LOT 15.
- 9. A PART OF LOT 16, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 16; THENCE SOUTH 26°48'01" EAST (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 16, A DISTANCE OF 377.00 FEET; THENCE NORTH 40°39'57" WEST A DISTANCE OF 408.88 FEET; THENCE NORTH 74°43'08" EAST ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
- 10. A PART OF LOT 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 36; THENCE SOUTH 00°00'47" EAST (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 36 A DISTANCE OF 27.00 FEET; THENCE NORTH 45°55'14" WEST A DISTANCE OF 40.35 FEET TO A POINT ON THE NORTH PROPERTY LINE OF SAID LOT 36; THENCE SOUTH 87°53'10" EAST ALONG SAID NORTH PROPERTY LINE A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.
- 11. A PART OF LOT 42, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 42; THENCE NORTH 02°07'25" WEST (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 42, A DISTANCE OF 53.08 FEET; THENCE NORTH 70°57'15" EAST A DISTANCE OF 269.49 FEET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 42, ON A 165.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 30.04 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHEASTERLY ON A 520.00 FOOT RADIUS CURVE TO THE RIGHT OF AN ARC DISTANCE OF 75.06 FEET; THENCE SOUTH 81°51'25" WEST A DISTANCE OF 286.23 FEET TO THE POINT OF BEGINNING.
- 12. A PART OF LOT 37, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLYMOST CORNER OF LOT 37; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 37, A DISTANCE OF 20 FEET; THENCE SOUTHERLY ALONG A LINE 20 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF

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SAID LOT 37, A DISTANCE OF 193.47 FEET TO THE NORTHEASTERLYMOST COMMON LINE OF LOTS 37 AND 203, SKYLINE RANCHES; THENCE NORTHWESTERLY ALONG SAID COMMON LINE, A DISTANCE OF 33.91 FEET TO THE WESTERLYMOST LINE OF LOT 37; THENCE NORTHERLY ALONG SAID WESTERLYMOST LINE A DISTANCE OF 166.09 FEET TO THE NORTHWESTERLYMOST CORNER OF LOT 37 AND THE POINT OF BEGINNING.

13. A PART OF LOT 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 43; THENCE SOUTH 82°34'13" WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 43, A DISTANCE OF 252.33 FEET; THENCE NORTH 70°57'15" EAST A DISTANCE OF 262.51 FEET; THENCE SOUTH 02°07'25" EAST ALONG THE EAST LINE OF SAID LOT 43, A DISTANCE OF 53.08 FEET TO THE POINT OF BEGINNING.

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14. A PART OF LOT 54, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 54; THENCE SOUTH 00°11'35" EAST ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 54, A DISTANCE OF 130.00 FEET; THENCE SOUTH 89°48'26" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 00°11'35" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 89°48'26" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°11'35" WEST A DISTANCE OF 87.46 FEET TO A POINT ON THE NORTH PROPERTY LINE OF SAID LOT 54; THENCE NORTH 82°34'13" EAST ALONG THE NORTH PROPERTY LINE OF SAID LOT 54, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING.

15. THE SOUTH 20 FEET OF LOT 62.

16. A PART OF LOT 86 MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

B. SKYLINE ESTATES:

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1. LOT 45, EXCEPT THE FOLLOWING DESCRIBED PART THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF LOT 25, SKYLINE ESTATES; THENCE WEST ALONG THE NORTH PROPERTY LINE OF LOT 45, A DISTANCE OF 150 FEET; THENCE SOUTH, A DISTANCE OF 40 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 45, SAID POINT BEING 150 FEET WEST OF THE NORTHEAST CORNER OF LOT 27; THENCE EAST ALONG THE SOUTH PROPERTY LINE OF SAID LOT 45, A DISTANCE OF 300 FEET TO A POINT 150 FEET EAST OF THE NORTHWEST CORNER OF LOT 28; THENCE NORTH A DISTANCE OF 40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 45, SAID

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POINT BEING 150 FEET EAST OF THE SOUTHWEST CORNER OF LOT 24; THENCE WEST ALONG SAID NORTH PROPERTY LINE OF LOT 45, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

2. LOTS 48, 49, 104 AND 106.

C. SKYLINE ESTATES REPLAT: *DC-35968*

1. LOTS 552, 553, 554, 555 AND 556.

D. SKYLINE RANCHES III: *DC-35975*

1. OUTLOTS 1, 2, AND 3.

2. OUTLOT 4, EXCEPT THE FOLLOWING DESCRIBED PART THEREOF: COMMENCING AT THE WESTERLY COMMON CORNER OF SAID OUTLOT 4 AND LOT 338; THENCE NORTH 62°11'03" EAST (ASSUMED BEARING), A DISTANCE OF 215.00 FEET; THENCE SOUTH 01°46'37" EAST, A DISTANCE OF 300.98 FEET; THENCE NORTH 89°51'15" WEST TO THE EASTERLY RIGHT-OF-WAY LINE OF BUCKSKIN TRAIL, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°08'45" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

3. THE NORTHERLY 10 FEET OF LOT 338.

4. THE SOUTHERLY 10 FEET OF LOT 339.

E. SKYLINE RANCHES REPLAT: *DC-35977*

1. OUTLOT 1, EXCEPT THE WEST 402.79 FEET THEREOF.

TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, INCLUDING ALL NECESSARY CONNECTING EASEMENTS BETWEEN SAID LOTS, PARCELS AND TRACTS AND OF ALL SUCH BRIDLE OR RIDING TRAILS IDENTIFIED ON THE PLATS OF SAID SUBDIVISIONS AS EQUESTRIAN EASEMENTS.

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SAID EQUESTRIAN EASEMENTS ARE ALL TWENTY FEET IN WIDTH AND ARE LOCATED ON, OVER AND ACROSS THE REAR TWENTY FEET OF THE HEREINAFTER IDENTIFIED LOTS, ALL OF SAID LOTS BEING IN SKYLINE ESTATES REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, TO-WIT:

LOTS 502 TO 510, BOTH INCLUSIVE; AND LOTS 515, 516 AND 517, AS SURVEYED, PLATTED AND RECORDED.

REVISED

EXHIBIT "A-1"

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A PART OF LOT 86, SKYLINE RANCHES, A PLATTED AND RECORDED SUBDIVISION LOCATED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLYMOST CORNER OF LOT 86, SKYLINE RANCHES; THENCE SOUTH 89°44'48" WEST, (ASSUMED BEARING) ALONG THE SOUTHERLY LOT LINE OF SAID LOT 86, A DISTANCE OF 290 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE A DISTANCE OF 960 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 86°05'52" WEST, A DISTANCE OF 263.58 FEET TO THE SOUTHWESTERLYMOST CORNER OF SAID LOT 86; THENCE ALONG THE WESTERLY LOT LINE OF SAID LOT 86, NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 580 FEET, AN ARC DISTANCE OF 100.12 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 105 FEET, AN ARC DISTANCE OF 96.02 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 205 FEET, AN ARC DISTANCE OF 89.69 FEET; THENCE NORTH 05°57'22" EAST, A DISTANCE OF 239.63 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 159.32 FEET, AN ARC DISTANCE OF 119.17 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 FEET, AN ARC DISTANCE OF 26.16 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 280 FEET, AN ARC DISTANCE OF 64.31 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 557.44 FEET, AN ARC DISTANCE OF 164.48 FEET; THENCE NORTH 07°59'08" EAST, A DISTANCE OF 216.81 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 2247.47 FEET, AN ARC DISTANCE OF 185.65 FEET; THENCE NORTH 89°24'22" EAST, A DISTANCE OF 1055.53 FEET; THENCE SOUTH 89°42'26" EAST, A DISTANCE OF 300 FEET TO THE NORTHEASTERLYMOST CORNER OF SAID LOT 86; THENCE SOUTHERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 86 (A.K.A THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 6) SOUTH 07°47'50" EAST, A DISTANCE OF 166.48 FEET; THENCE CONTINUING ALONG SAID LINE SOUTH 00°15'12" EAST, A DISTANCE OF 743.39 FEET; THENCE SOUTH 73°16'44" WEST A DISTANCE OF 260.69 FEET; THENCE SOUTH 00°15'12" EAST A DISTANCE OF 68.45 FEET; THENCE WEST 40 FEET; THENCE SOUTH A DISTANCE OF 230 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,779,106 SQ. FT. OR 40.84 ACRES.