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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
TREGARON IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth by R.S. Land, Inc. ("Declarant").

**PRELIMINARY STATEMENT**

The Declarant is owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 108, 110 through 148, 184 through 186 and 197 through 244, inclusive, in Tregaron, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the 'Lots' and individually as each 'Lot'.

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easement shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I**  
**RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school, park or other non-profit use.
2. For each dwelling there must be erected a private garage for not less than two (2) cars, nor more than three (3) cars.
3. For a period of twenty (20) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, pool house, tennis court, basketball backboard, dog house, tree house, antenna, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any 'Improvement') shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the 'Plans'). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of or faced with brick or other material approved by Declarant. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys on Lots other than Lots Adjoining Golf Course (See Article II) shall be covered with wood or other material approved in writing by Declarant. Fireplace chimneys on all Lots Adjoining Golf Course shall be covered with brick or other material approved in writing by Declarant. The roof of all Improvements shall be covered with shingles that are identified as 'TAMCO Heritage II series' or equal quality at discretion of Declarant. Wood, tile and slate roofs will be acceptable with Declarant approval. This provision shall be strictly enforced by Declarant.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per non-golf course Lot and no more than two signs per Lots Adjoining Golf Course (one in front and/or one in back to be approved by Declarant) consisting of not more than six (6) square feet advertising a Lot as 'For Sale'; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, sign and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot unless approved by Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than 15 days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. All fences must be approved by Declarant pursuant to Section 3 of this Article. Unless otherwise specially approved by Declarant: (i) no fence shall extend beyond the front line of the main residence structure on the Lot; (ii) perimeter fences on Lots which have common boundaries with the Tregaron Golf Course shall be black wrought iron of a design approved by the Declarant; (iii) perimeter fences or walls on non-golf course Lots shall be black wrought iron or black vinyl covered chain link; (iv) no hedges or mass plantings shall be permitted more than ten (10) feet in front of the front building line of the residence on a Lot; and (v) no fence shall exceed four (4) feet in height. Nevertheless, limited privacy fences up to six (6) feet in height may be permitted around swimming pools, patios and the like upon the written approval of Declarant.

12. No swimming pool may extend more than one foot above ground level.

13. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Bellevue.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided as always that the construction plans, specification and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in Tregaron subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim

appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an improvement, pursuant to Section 3 or this Article. No structure or dwelling shall be moved from outside Tregaron to any Lot without the written approval of Declarant.

## **ARTICLE II** **EASEMENTS AND RESTRICTIONS** **RELATING TO GOLF COURSE**

1. 'Lots Adjoining Golf Course' shall mean and refer to all Lots, as defined above, for which one or more of the Lot boundary lines is shared with any boundary line of the Tregaron Golf Course (herein 'Golf Course').

2. Declarant anticipates that the proximity of the Lots Adjoining Golf Course will enhance the desirability and value of the Lots Adjoining Golf Course to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots Adjoining Golf Course should be aware that: (i) golfers will from time to time hit golf balls from the Golf Lots onto the Lots Adjoining Golf Course; and (ii) normal operation and maintenance of the golf courses will involve operation of mowers and other power equipment during the evening and early morning hours.

3. The Declarant hereby declares and expressly disclaims responsibility, directly or indirectly, for: (i) intrusion of errant shots onto the Lots Adjoining Golf Course; (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night; and (iii) any claim, complaint, course of action, or matter relating to the operation and control of the Golf Lots by the City of Bellevue, its successors or assigns. For this purpose, an 'errant shot' shall refer to a golf shot which is hit onto Lots Adjoining Golf Course.

## **ARTICLE III** **EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables of the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5) foot wide strip of land abutting all front and side boundary lot lines and eight (8) foot wide strip of land abutting the rear boundary lines of all exterior lots. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposed that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

## **ARTICLE IV** **NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGES**

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

## **ARTICLE V** **HOMEOWNER'S ASSOCIATION**

1. The Association. Declarant has caused the incorporation of TREGARON HOMEOWNERS' ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred

to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and greens areas; signs and entrances for Tregaron; and the medians, center islands, landscaping and irrigation within Tregaron. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to use and enjoyment of any Common Facility, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Tregaron; and the protection and maintenance of the residential character of Tregaron.

2. Membership and Voting. Tregaron is divided into (243) separate residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Tregaron.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of the Association. The Association shall maintain, repair, construct and replace, as necessary, the fences, signs, landscaping and irrigation systems which have been installed in easement areas of the Tregaron subdivision and center islands dividing dedicated roads, in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- A. One Hundred Twenty-five and no/100 Dollars (\$125.00) per Lot.
- B. In each calendar year, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
10. Assessment for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.
11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.
12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.
13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.
14. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall become delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his or her Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.
15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.
16. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Sarpy County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

**ARTICLE VI**  
**GENERAL PROVISIONS**

1. The Declarant, the Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22nd day of May, 1996.

**R.S. LAND, INC.**

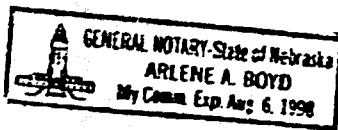
By: Ronald E. Smith  
Ronald E. Smith, President

STATE OF NEBRASKA )

) ss.

COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 22nd day of May, 1996, by Ronald E. Smith, President of R.S. Land, Inc.



Arlene A. Boyd  
Notary Public





**AMENDMENT TO AND RESTATEMENT OF DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
TREGARON IN SARPY COUNTY, NEBRASKA**

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Boyer Young Development Company, a Nebraska corporation, successor-in-interest to the Declarant, R.S. Land, Inc. and Tregaron Limited Partnership.

**RECITALS**

A. On May 23, 1996, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements for Tregaron in Sarpy County, Nebraska (hereinafter the "Declaration") for Lots 1 through 108, 110 through 148, 184 through 186 and 197 through 244, inclusive, in TREGARON, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, were recorded by Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska at Instrument No. 96-09901.

B. Paragraph 2 of Article VI of the Declaration provides that for a period of ten (10) years following May 22, 1996, the Declarant shall have the sole, absolute and exclusive right to amend, modify or supplement all or any portion of the Declaration. On or about July 3, 2001, Tregaron Limited Partnership became the Declarant under the Declaration by virtue of an assignment of Declarant rights received from R.S. Land, Inc. On or about October 23, 2001, Boyer Young Development Company received an assignment of the Declarant rights arising by virtue of the Declaration from Tregaron Limited Partnership and is thereby the Declarant under the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on May 23, 1996 at Instrument No. 96-09901 in the office of the Register of Deeds of Sarpy County, Nebraska should be and hereby are amended and restated in the following manner:

I. By deleting therefrom the Declaration in its entirety and adding in its place and stead the following:

THIS DECLARATION made on the date hereinafter set forth by Boyer Young Development Company, ("Declarant").

**PRELIMINARY STATEMENT**

The Declarant, or one of its predecessors-in-interest, R. S. Land, Inc. and/or Tregaron Limited Partnership, is or was the owner of certain real property located within Sarpy County, Nebraska at the time of filing the original Declaration or at the time of filing this Amendment and Restatement of such Declaration, and such property is described as follows:

Lots 1 through 108, inclusive, 110 through 129, inclusive, 133  
through 148, inclusive, 165 through 171, inclusive, 174 through  
178, inclusive, 180 through 183, inclusive, 184 through 186,

2001-35459B

inclusive, 194 - 195, inclusive, and 197 through 244, inclusive, in Tregaron, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Lots 1 - 3, Tregaron Replat III, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation protection and enhancement of the values and amenities of such community and, for the maintenance of the character, value desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

#### **ARTICLE I** **RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school, park or other non-profit use.

2. For each dwelling there must be erected a private garage for not less than two (2) cars, not more than three (3) cars.

3. For a period of twenty (20) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, pool house, tennis court, basketball backboard, dog house, tree house, antenna, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owners mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of Improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed if at all within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of or faced with brick or other material approved by Declarant. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys on Lots other than Lots Adjoining Golf Course (See Article II) shall be covered with wood or other material approved in writing by Declarant. Fireplace chimneys on all Lots Adjoining Golf Course shall be covered with brick or other material approved in writing by Declarant. The roof of all Improvements shall be covered with shingles that are identified as "TAMCO Heritage II series" or equal quality at discretion of Declarant. Wood, tile and slate roofs will be acceptable with Declarant approval. This provision shall be strictly enforced by Declarant.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per non-golf course Lot and no more than two signs per Lots Adjoining Golf Course (one in front and/or one in back to be approved, by Declarant) consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, sign and billboards or the

construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot unless approved by Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time, nor shall vehicles offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than 15 days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semitractors/trailers shall be stored parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. All fences must be approved by Declarant pursuant to Section 3 of this Article. Unless otherwise specially approved by Declarant: (i) no fence shall extend beyond the front line of the main residence structure on the Lot; (ii) perimeter fences on Lots which have common boundaries with the Tregaron Golf Course shall be black wrought iron of a design approved by the Declarant (iii) perimeter fences or walls on non-golf course Lots shall be black wrought iron or black vinyl covered chain link; (iv) no hedges or mass plantings shall be permitted more than ten (10) feet in front of the front building line of the residence on a Lot; and (v) no fence shall exceed four (4) feet in height. Nevertheless, limited privacy fences up to six (6) feet in height may be permitted around swimming pools, patios and the like upon the written approval of Declarant.

12. No swimming pool may extend more than one foot above ground level.

13. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Bellevue.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided as always that the construction plans, specification and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in Tregaron subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement, pursuant to Section 3 or this Article. No structure or dwelling shall be moved from outside Tregaron to any Lot without the written approval of Declarant.

## **ARTICLE II**

### **EASEMENTS AND RESTRICTIONS**

### **RELATING TO GOLF COURSE**

1. "Lots Adjoining Golf Course" shall mean and refer to all Lots, as defined above, for which one or more of the Lot boundary lines is shared with any boundary line of the Tregaron Golf Course (herein "Golf Course").

2. Declarant anticipates that the proximity of the Lots Adjoining Golf Course will enhance the desirability and value of the Lots Adjoining Golf Course to purchasers and their

successors and assigns. Nevertheless, purchasers and owners of the Lots Adjoining Golf Course should be aware that: (i) golfers will from time to time hit golf balls from the Golf Lots onto the Lots Adjoining Golf Course; and (ii) normal operation and maintenance of the golf courses will involve operation of mowers and other power equipment during the evening and early morning hours.

3. The Declarant hereby declares and expressly disclaims responsibility, directly or indirectly, for: (i) intrusion of errant shots onto the Lots Adjoining Golf Course; (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night; and (iii) any claim, complaint, course of action, or matter relating to the operation and control of the Golf Lots by the City of Bellevue, its successors or assigns. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto Lots Adjoining Golf Course.

### **ARTICLE III** **EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables of the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5) foot wide strip of land abutting all front and side boundary lot lines and eight (8) foot wide strip of land abutting the rear boundary lines of all exterior lots. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

### **ARTICLE IV** **NOTICE OF POTENTIAL TELEPHONE FACILITY CHARGES**

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

### **ARTICLE V** **HOMEOWNERS ASSOCIATION**

1. The Association. Declarant has caused the incorporation of TREGARON HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the

general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and greens areas; signs and entrances for Tregaron; and the medians, center islands, landscaping and irrigation within Tregaron. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to use and enjoyment of any Common Facility, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Tregaron; and the protection and maintenance of the residential character of Tregaron.

2. Membership and Voting. Tregaron is divided into (243) separate residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (i) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and Improvements on parks or public property within or near Tregaron.



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C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the likes.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of the Association. The Association shall maintain, repair, construct and replace, as necessary, the fences, signs, landscaping and irrigation systems which have been installed in easement areas of the Tregaron subdivision and center islands dividing dedicated roads, in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments" under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

7. Lien and Personal Obligation for Dues and Assessment. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. One Hundred Twenty-Five and no/ 100 Dollars (\$125.00) per Lot beginning with the year 1996.

B. In each calendar year, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessment for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become alien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall become delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by non-use of the Common Area or abandonment of his or her Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgage. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

16. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Sarpy County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

## ARTICLE VI GENERAL PROVISIONS

1. The Declarant, the Association or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or

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restrain any violation or to recover damages or other dues of 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 20 day of October 2001.

BOYER YOUNG DEVELOPMENT COMPANY,  
a Nebraska corporation, Declarant,

By:

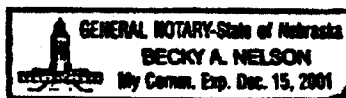
Timothy W. Young, President

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October 2001, by Timothy W. Young, President of Boyer Young Development Company, a Nebraska corporation, a person known to me who acknowledged the same to be his voluntary act and deed on behalf of said corporation.



Becky A. Nelson  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2004-31985**

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*Sharon J. Dowling*  
REGISTER OF DEEDS

COUNTER *LM* C.E. *SM*  
VERIFY *LM* D.E. *SM*  
PROOF *LM*  
FEES \$ 109.00  
CHECK# 31774  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

AMENDMENT TO AND RESTATEMENT OF DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
TREGARON IN SARPY COUNTY, NEBRASKA

THIS AMENDMENT TO PROTECTIVE COVENANTS, is made the date hereinafter set forth by Boyer Young Development Company, a Nebraska corporation, successor-in-interest to the Declarant. R.S. Land, Inc. and Tregaron Limited Partnership.

RECITALS

A. On May 23, 1996, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements for Tregaron in Sarpy County, Nebraska (hereinafter the "Declaration") for Lots 1 through 108, 110 through 148, 184 through 186 and 197 through 244, inclusive, in Tregaron, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, were recorded by Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska at Instrument No. 96-09901.

B. Paragraph 2 of Article VI of the Declaration provides that for a period of ten (10) years following May 22, 1996, the Declarant shall have the sole, absolute and exclusive right to amend, modify or supplement all or any portion of the Declaration. On or about July 3, 2001, Tregaron Limited Partnership became the Declarant under the Declaration by virtue of an assignment of Declarant rights received from R.S. Land, Inc. On or about October 23, 2001, Boyer Young Development Company received an assignment of the Declarant rights arising by virtue of the Declaration from Tregaron Limited Partnership and is thereby the Declarant under the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded May 23, 1996 at Instrument No. 96-09901 in the office of the Register of Deeds of Sarpy County, Nebraska as amended by Amendment to and Restatement of Declaration dated October 26, 2001 and filed in the office of the Register of Deeds of Sarpy County, Nebraska at Instrument No. 2001-35459A should be and hereby is amended and restated in the following manner by deleting the period at the end of the first sentence of Article VI Paragraph 2. and adding thereto at that point the following:

" , after which time they shall be automatically extended for successive periods of ten (10) years."

All other terms and conditions of the foregoing Declaration shall remain in full force and effect.

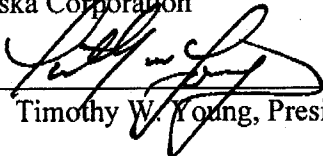
*RAK*  
**FULLENKAMP, DOYLE & JOBEUN**  
**11440 WEST CENTER ROAD**  
**OMAHA, NEBRASKA 68144-4482**

**31985**

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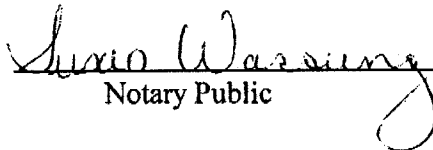
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_ day of July, 2004.

BOYER YOUNG DEVELOPMENT COMPANY, A  
Nebraska Corporation

By:   
Timothy W. Young, President

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2004, by Timothy W. Young, President of Boyer Young Development Company, a Nebraska corporation, a person known to me who acknowledged the same to be his voluntary act and deed on behalf of said corporation.

  
Notary Public

