

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

Lots 1 through 23 inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, Declarant desires to make all of the above said property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, subject to the covenants, conditions and restrictions hereinafter set forth,

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

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Sunridge Home-owners Association Inc., its successors and assigns.

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

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
(b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to Lots 1 through 23, inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any one of the numbered lots 1 through 23, inclusive in the Sunridge Addition.

RECEIVED

1986 AUG 11 PM 3:08

CECILE J. BALEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

2

n to secure
ted at

ee 7.00
c. BE

the lien or
come due
r inferior to
o that this
ully paid, or
e simple to
obligation,
perform. The
between us if
forced and

s mortgage
existing or
signate. All
ou and will
n(10) days

mpty make
company is
bled to the

r which it is

situated or

taking of or
estate are

. 19 86

Section 6. "Declarant" shall mean and refer to all persons and entities signing this instrument.

ARTICLE II.
PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

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

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

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

CLASS B. Class B Member shall be Apollo Building Corp. which shall be entitled to three votes for each Lot owned. The Class B membership shall terminate and be converted into Class A membership upon the occurrence of the first of the following dates:

(a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or

(b) January 1, 1990.

ARTICLE IV.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot, according to the plans and specifications which is at least 80% completed and owned within the Properties, hereby covenants, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is,

shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by such Owner's successors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the maximum annual assessment shall be \$840.00 per year payable in 12 equal monthly installments of \$70.00 per month per improved lot.

(a) From and after January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the monthly assessment may be increased by not more than the greater of: (1) Five percent (5%) or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the month of October preceding the subject year, over the month of October one year prior to that, all without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the monthly assessment may be increased over and above the amount permitted under the preceding paragraph (a), by a vote of not less than two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the monthly 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 costs of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Members who shall vote, in person or by proxy, at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or under Section 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each improved Lot not less than thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates payments are due 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 or not the assessments on a specified improved Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular improved Lot shall be binding upon the Association as of the date of its issuance by the Association.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association.

ARTICLE V.
EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each improved Lot which is subject to assessment hereunder as follows:

(a) No exterior maintenance and repair will be provided to the roofs of the units. However, in the event roof replacement is required as a capital expenditure, the Association will provide for the replacement of the roof.

(b) Maintain and repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any exterior concrete surfaces, any doors, door openers, and condenser units for air conditioning systems through normal wear and tear. However, the

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI.
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

ARTICLE VII.
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of any dwelling upon the Properties, and which is placed on the dividing line between any adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners shall thereafter make use of such party wall, such other Owner or Owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner or Owners to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage

additional arbitrator, and all Owners shall be bound by any decision arrived at by a majority of all such arbitrators.

ARTICLE VIII.
STAGED DEVELOPMENTS

Additional land that Apollo Building Corp. may determine contiguous and appurtenant to Sunridge Addition, a Subdivision in Douglas County, Nebraska may be annexed and made subject to this Declaration of Covenants, Conditions and Restrictions, by the Declarant, without the consent of the members, within seven (7) years of the date of this instrument, provided that the FHA and the VA determine that such annexation is in accord with the general plan of development of the area.

ARTICLE IX.
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

(a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.

(b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes.

(c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.

(d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by Apollo Building Corp. as a sales and rental office, or as a model home or both, and while any Lot is so used, it shall have the right, for itself, or its nominee, to place signs on the premises advertising such office or model home, or both.

(e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of

(h) All gardens are subject to regulation and possible prohibition by the rules of the architectural committee.

ARTICLE X.
INSURANCE

Section 1. The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements against losses by fire, lightning, wind storm and other perils covered by standard extended coverage endorsements.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association and for its officers and Board of Directors. Finally, if the Association has any employees, the Association shall purchase and provide workmen's compensation insurance for all employees who may come within the scope of the Nebraska workmen's compensation laws.

Section 2. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance. The deductible portion of the applicable master insurance policy shall be borne by these lots which suffered the loss as determined by the Board of Directors. In such case, should the Owners so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss sustained from the casualty for which the proceeds shall be payable and such sums shall be first applied toward satisfaction of any recorded first mortgage against such Lots, next toward satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis. In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited to the working fund of the Association.

Section 3. Each Lot Owner should obtain additional insurance for the Owner's benefit at such Owner's own expense. Each Lot Owner should obtain additional insurance to cover specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the 20% co-insurance provision of the full replacement cost of the improvements, and any exclusions of coverage from the master policy provided the Association

ARTICLE XII.
UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such purposes shall be paid for by the Association, and that the meter will be maintained by the Association. The Association will pay the deductible portion of any loss which is caused by the exterior underground water system and the water usage associated therewith. The water metered for the residential structure on any such Lot is paid for by the Owner of such Lot.

Each Lot shall have a separate water, electric, gas and/or other applicable utility meter, and shall be serviced by separate utility service lines.

ARTICLE XIII.
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 of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. These Declarations may be amended at any time by the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA):

- (a) Annexation of additional lands to the properties covered by this Declaration;
- (b) Amendment of this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

APOLLO BUILDING CORP.,
a Nebraska corporation.

Karen C. Ficenece
Secretary

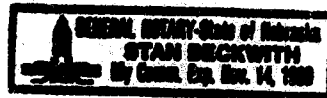
By: Terrence J. Ficenece
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came, TERRENCE J. FICENECE, to me personally known to be the President of Apollo Building, Corp., a Nebraska corporation, and he acknowledged the execution of the above to be his voluntary act and deed as such officer and that the execution of this document was duly authorized by said corporation.

WITNESS my hand and notarial seal the day and year last above written.

Stan Beckwith
Notary Public



SMW:CV15:7

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF SUNRIDGE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, is made by SUNRIDGE DEVELOPMENT COMPANY, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 152, inclusive, in Sunridge, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant has previously executed a Declaration of Covenants, Conditions, Restrictions and Easements of Sunridge, a subdivision in Douglas County, Nebraska, dated January 23, 1985 (hereinafter referred to as the "Declaration"). The Declaration has been filed in the office of the Register of Deeds of Douglas County, Nebraska in Book 729, Page 602.

In Article III, Paragraph 2, the Declarant reserves the right to amend the Declaration for a period of five (5) years. Declarant does hereby amend and restate the Declaration in its entirety, and substitute therefore this Amended and Restated Declaration.

NOW THEREFORE, the Declarant hereby amends and restates the Declaration, and 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 as 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 exclusively for single-family residential purposes, except for: (i) Lots 1 through 23 which shall be used exclusively for single-family or duplex residential purposes; and (ii) such or parts thereof as may hereafter be conveyed or dedicated by the Declarant, or its successors or assigns, for use as a church, school or park, or for other non-profit use.

2. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving stations ("discs"), flag pole, solar heating or cooling device, tool shed, wind mill 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:

decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. 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. 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 obligation 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.

3. No residence shall be created, altered, placed or permitted to remain on any Lot other than one detached dwelling which does not exceed two and one-half stories in height.

4. No building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front lot line of Lots 24 through 152.

5. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot 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, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

7. No exterior television or radio antenna of any sort shall be permitted on any Lot.

8. 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 neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile

10. 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 except one umbrella-type clothes line per Lot.

11. 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.

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards.

13. No swimming pool shall be permitted which extends more than one foot above ground level.

14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon 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 Omaha.

16. 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.

17. 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 that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. 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.

19. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest

ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 328 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines 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 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 the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets: this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

Other easements are provided for in the final plat of Sunridge which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1746, Page 594).

2. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

ARTICLE III.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant 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 of 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.

4
Mark & Clare
11665 Marade Hills Dr.
Omaha NE 68154
492-9801

BOOK 1091 PAGE 660

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

These Declarations, executed on May 28, 1986, and duly recorded on August 11, 1986 at the Douglas County Register of Deeds office at Miscellaneous Book 785, Pages 133 through 141, legally described as: Lots 1 through 23 inclusive, Sunridge Addition, a Subdivision in Douglas County, Nebraska, are hereby amended in the following respects:

(1) Article IV, COVENANT FOR MAINTENANCE AND ASSESSMENTS, Section 5, is deleted in its entirety and the following substituted:

"Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than ten days nor more than 50 days in advance of such meeting. At such first meeting called, the presence of members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting."

(2) Article V, EXTERIOR MAINTENANCE, is deleted in its entirety and the following is substituted:

**ARTICLE V
EXTERIOR MAINTENANCE**

"The Association shall provide exterior maintenance upon each improved lot which is subject to assessment hereunder as follows:

(a) Exterior lawn care consisting of regular mowing, and aeration, the application of chemical fertilizer and pesticide, and edging along the sidewalks and driveways and trimming of the decorative shrubs in the front yard of the homes in the Association.

(b) Maintain and operate the underground irrigation system for the health and care of the exterior lawns.

(c) Snow removal when the accumulation is 2" or more on the driveways and sidewalks.

Notwithstanding any of the foregoing, in the event the need for maintenance or repair on any improved lot shall result from the willful or negligent acts of the owner of any lot or such person's family, guest, invitees, or tenants, the cost of the exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. The Association shall not provide any exterior painting nor maintenance of exterior concrete surfaces.

In the event that the Board of Directors shall determine at any meeting that an owner is delinquent in the maintenance of his or her property, then the Association shall give 30 days written notice to the owner setting forth the steps needed to maintain the property in accordance with the decor and standards of the homes in the Association. If the owner fails, after receiving 30 days written notice, to maintain his or her property as befits the standards existing of homes in the Association, then the Association can hire a contractor to perform the needed work and assess the owner's improved lot as an extraordinary assessment which shall constitute a lien against the property."

(3) Article IX, GENERAL RESTRICTIONS AND OTHER PROVISIONS, Section 1, Paragraph (b), is deleted in its entirety and the following substituted:

Section 1.

"(b) The keeping of all pets shall be subject to written regulation, restriction, or exclusion by the Association as the need may arise."

(4) Article X, INSURANCE, Section 3, is deleted in its entirety and the following substituted:

"Each owner shall obtain such additional insurance for the owner's benefit at the owner's expense to cover specific improvements and betterments in the owner's unit, personal liability, specific personal property items, the 20% co-insurance provision of the full replacement costs in the improvements, and any exclusions coverage from the master policy provided by the Association. Each owner shall provide proof of insurance annually at the annual meeting of the members."

IN WITNESS WHEREOF, the Declarants, being the owners of Lots 1 through 23 inclusive, in Sunridge Addition, a subdivision in Douglas County, Nebraska, have executed these Amendments to the Declaration of Covenants, Conditions, and Restrictions this _____ day of _____, 1993.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

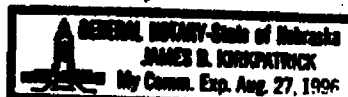
Russell Abbott, being first duly sworn on oath, deposes and says that he is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that he has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that he executes this instrument as his voluntary act and deed.

Russell Abbott
Russell Abbott

SUBSCRIBED AND SWORN to before me this 26 day of July, 1993.

James B. Kirkpatrick
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

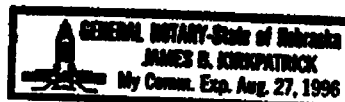


Jacqueline Copenhaver, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Jacqueline Copenhaver
Jacqueline Copenhaver

SUBSCRIBED AND SWORN to before me this 26 day of July, 1993.

James B. Kirkpatrick
Notary Public



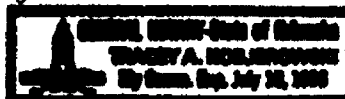
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Eileen I. Berger, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Eileen I. Berger
Eileen I. Berger

SUBSCRIBED AND SWORN to before me this 28 day of July, 1993.

Tracy A. Kozrowski
Notary public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

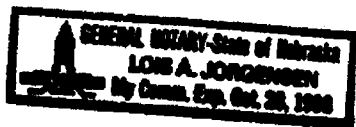
Merrill Blatchford and Irma Blatchford, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Merrill Blatchford
Merrill Blatchford

Irma Blatchford
Irma Blatchford

SUBSCRIBED AND SWORN to before me this 2 day of August, 1993.

L. A. Jorgensen
Notary Public



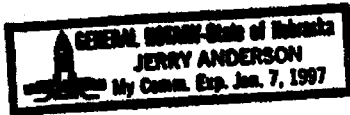
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Donald Bock and Ann Bock, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Donald Bock
Donald Bock

Ann Bock
Ann Bock

SUBSCRIBED AND SWORN to before me this 24 day of July, 1993.



Jerry Anderson
Notary Public

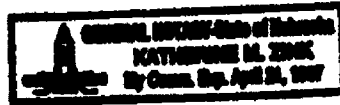
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Elizabeth A. Brittenham, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Elizabeth A. Brittenham
Elizabeth A. Brittenham

SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.

William M. Gink
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

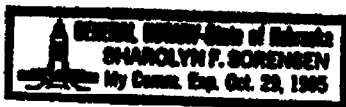
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Don Carlos and Polly Carlos, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Don Carlos
Don Carlos
Polly Carlos
Polly Carlos

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Sharilyn J. Sorensen
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

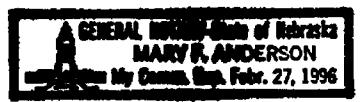
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Bonnie T. Conant, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Bonnie T. Conant
Bonnie T. Conant

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.

Mary F. Anderson
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Ronald Dahlgren and Connie Dahlgren, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Ronald Dahlgren
Ronald Dahlgren
Connie Dahlgren
Connie Dahlgren

SUBSCRIBED AND SWORN to before me this 2 day of August, 1993.

NOTARIAL SEAL State of Nebraska
PHYLLIS TRAYER
My Comm. Exp. July 18, 1996

Phyllis Trayer
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

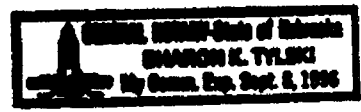
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Doris Deras, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Doris Deras
Doris Deras

SUBSCRIBED AND SWORN to before me this 30 day of July, 1993.

Sharon K. Tybirk
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

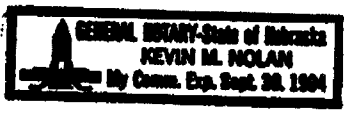
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Richard Egr and Florence Egr, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Richard M. Egr
Richard Egr

Florence M. Egr
Florence Egr

SUBSCRIBED AND SWORN to before me this 4th day of August, 1993.



Kevin M. Nolan
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

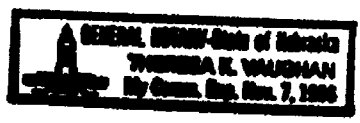
Fred Eisenhut and Wanda Eisenhut, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Fred Eisenhut
Fred Eisenhut

Wanda Eisenhut
Wanda Eisenhut

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Theresa K. Vaughan
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

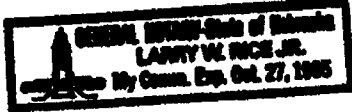
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Linda Frey, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Linda Frey
Linda Frey

SUBSCRIBED AND SWORN to before me this 31 day of July, 1993.

[Signature]
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Robert Ginsburg and Gail Ginsburg, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

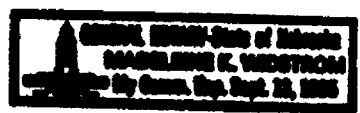
Robert Ginsburg

Robert Ginsburg

Gail Ginsburg

Gail Ginsburg

SUBSCRIBED AND SWORN to before me this 12th day of August, 1993.



M. L. Widstrom

Notary Public

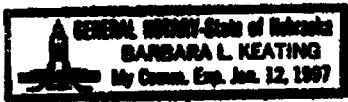
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Marlene Goos, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Marlene Goos
Marlene Goos

August, 1993. SUBSCRIBED AND SWORN to before me this 3 day of



Barbara L. Keating
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

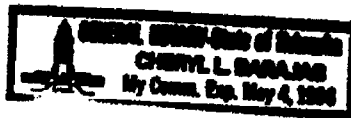
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

JoAnn Hobson, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

JoAnn Hobson
JoAnn Hobson

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Cheryl L. Barajas
Notary Public



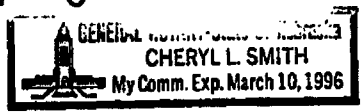
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Corinne Houston, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Corinne Houston
Corinne Houston

SUBSCRIBED AND SWORN to before me this 29th day of July, 1993.



Cheryl L. Smith
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

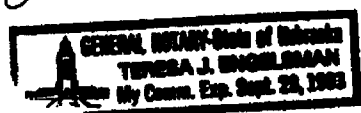
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Jack Krisel and Phyllis Krisel, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Jack Krisel
Jack Krisel

Phyllis Krisel
Phyllis Krisel

SUBSCRIBED AND SWORN to before me this 9 day of Aug, 1993.



Teresa J. Engelmann
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

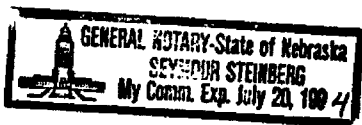
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Philip and Evelyn Lang, husband and wife, being first duly sworn on oath, deposes and say that they are the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Philip Lang
Philip Lang

Evelyn Lang
Evelyn Lang

SUBSCRIBED AND SWORN to before me this 1 day of August, 1993.



Steven Steinberg
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

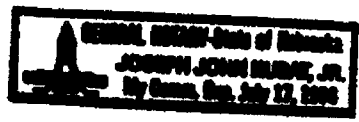
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Mary Langan, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Mary Langan
Mary Langan

SUBSCRIBED AND SWORN to before me this 14th day of August, 1993.

Joseph John Kubat, Jr.
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

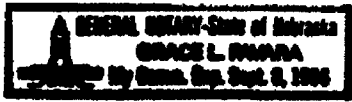
Rex Mack and Eleanor R. Mack, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Rex Mack
Rex Mack

Eleanor R. Mack
Eleanor R. Mack

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.

Grace L. Favara
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

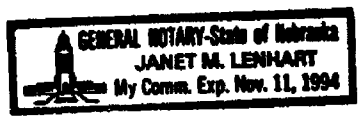
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Lynette Miller, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Lynette Miller
Lynette Miller

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.

Janet M. Lenhart
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Patricia Morocco, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

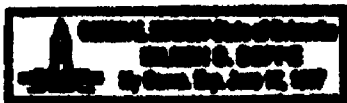
Patricia Morocco

(Patricia Morocco)

SUBSCRIBED AND SWORN to before me this 28 day of July, 1993.

William S. Sepp

Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

Neal Mosser and Ann Mosser, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Neal Mosser
Neal Mosser

Ann Mosser
Ann Mosser

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.



Violet J. Kruger
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

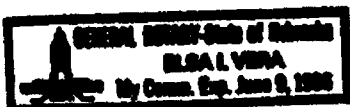
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Ralph Nielsen and Luella Nielsen, husband and wife, being first duly sworn on oath, depose and say that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Ralph Nielsen
Ralph Nielsen

Luella Nielsen
Luella Nielsen

SUBSCRIBED AND SWORN to before me this 3 day of August, 1993.



Elsa L. Vera
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

William F. Nolan and Rosemary Nolan, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

William F. Nolan
William F. Nolan

Rosemary Nolan
Rosemary Nolan

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.



Joseph C. Byam
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

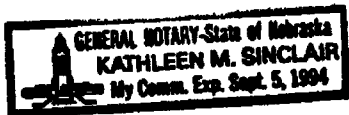
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Florence Ohman and Mildred Ohman, joint owners, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Florence Ohman
Florence Ohman

Mildred Ohman
Mildred Ohman

SUBSCRIBED AND SWORN to before me this 29 day of July, 1993.



Kathleen M. Sinclair
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

George W. O'Keefe and Marjorie O'Keefe, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.



George W. O'Keefe
George W. O'Keefe
Marjorie O'Keefe
Marjorie O'Keefe

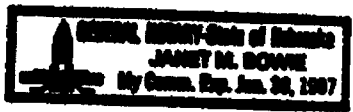
SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.

Shirley Aho
Notary Public
My Commission Expires Nov. 7, 1998

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John Peters and JoAn Peters, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.



John Peters
John Peters

JoAn Peters
JoAn Peters

SUBSCRIBED AND SWORN to before me this 29 day of July, 1993.

Janet M. Bowie
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

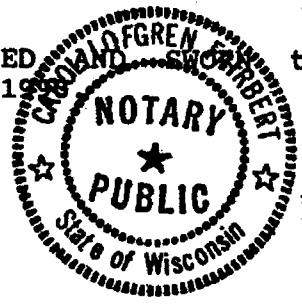
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Eugene Rose and Mary Rose, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Eugene Rose
Eugene Rose

Mary Rose
Mary Rose

SUBSCRIBED July, 1919 to before me this 30th day of



Carol Loggen Fairbert
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John P. Salerno, being first duly sworn on oath, deposes and says that he is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that he has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that he executes this instrument as his voluntary act and deed.

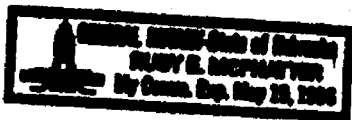
John P. Salerno

John P. Salerno

SUBSCRIBED AND SWORN to before me this 9th day of Aug, 1993.

Ruby E. McPhatter

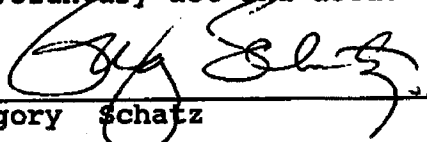
Notary Public



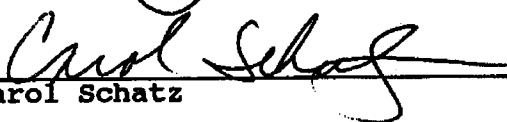
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Gregory Schatz and Carol Schatz, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.




Gregory Schatz



Carol Schatz

SUBSCRIBED AND SWORN to before me this 11th day of August, 1993.





Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

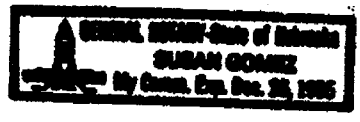
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Al Simonsen and Eunice Simonsen, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Al Simonsen
Al Simonsen
Eunice Simonsen
Eunice Simonsen

SUBSCRIBED AND SWORN to before me this 6 day of August, 1993.

Susan Gomez
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John Skinner and Madgel Skinner, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

John Skinner
John Skinner

Madgel Skinner
Madgel Skinner

SUBSCRIBED AND SWORN to before me this 3 day of August, 1993.

Kathleen M. Sinclair
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Emily Spangenberg, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Emily Spangenberg
Emily Spangenberg

SUBSCRIBED AND SWORN to before me this 2 day of Aug., 1993.

Kelli R. Grubbs
Notary Public



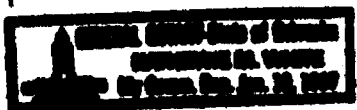
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Jeanne Spence, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Jeanne Spence Neb. 601 247623
Jeanne Spence AP. 10-94

SUBSCRIBED AND SWORN to before me this 30 day of July, 1993.



Kathryn M. White
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Herbert Spencer, being first duly sworn on oath, deposes and says that he is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that he has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that he executes this instrument as his voluntary act and deed.

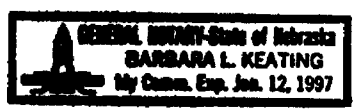
Herbert Spencer

Herbert Spencer

July SUBSCRIBED AND SWORN to before me this 21 day of July, 1993.

Barbara Keating

Notary Public



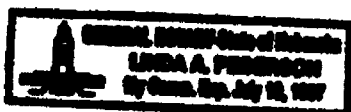
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Luella Titus, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Luella Titus

Luella Titus

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.



Linda A. Pederson

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Sam Vecchio and Louise Vecchio, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Sam Vecchio
Sam Vecchio

Louise M. Vecchio
Louise Vecchio

SUBSCRIBED AND SWORN to before me this 25 day of July, 1993.

Brian Hoffman
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Allen Walker and Carol Walker, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Allen Walker
Allen Walker

Carol Walker
Carol Walker

July SUBSCRIBED AND SWORN to before me this *17* day of _____, 1993.

David Walker
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Dwane G. Werblow and Joan Werblow, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Dwane G. Werblow
Dwane G. Werblow

Joan Werblow
Joan Werblow

SUBSCRIBED AND SWORN to before me this 13 day of August, 1993.

GENERAL NOTARY-State of Nebraska
TERRI A. OWEN
My Comm. Exp. May 19, 1994

Terri A. Owen
Notary Public

BOOK 1091 PAGE 703

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

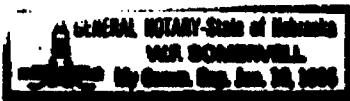
Gary Young and Linda Young, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Gary Young
Gary Young

Linda Young
Linda Young

SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.

W.F. Samerell
Notary Public



NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

UM 24241 1091 R 90-15 FB MC-37570
CASH _____ BK _____ R _____ FB _____
TYPE MISC PG 600-703 CTO _____ COMP _____ SCAN h
FEE 23150 OF MISC LEGL PG _____ MC _____ FV _____

RECEIVED
AUG 25 8 48 AM '93
FRANCIS J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE