

BOOK 602 PAGE 366

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth  
by HAL GROVE, INC., THOMAS E. BOWMAN and UNA M. BOWMAN,  
hereinafter referred to as "Declarants".

WITNESSETH:

are

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

Lots 17 through 42, inclusive, in Quail Ridge on  
Skyline Drive, a subdivision in Douglas County, Nebraska.

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NOW, THEREFORE, Declarants hereby declare that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants, and conditions,  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on  
all parties having any right, title or interest in the described  
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 Quail  
Ridge Association, Inc., a Nebraska non-profit corporation.

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

owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 42 in said subdivision shall be used and maintained as a perpetual, non-exclusive easement roadway to provide means of vehicular and pedestrian access to each and all lots in the Properties. Lot 41 in said subdivision shall be used and developed for recreational purposes for use by all owners of lots in the Properties.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hal Grove, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an in-

Section 3. Use Restrictions. All lots shall be used only for private dwelling purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association. Outdoor parking of boats or recreational vehicles and erection of outdoor radio or television antennas will not be permitted.

Section 4. Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to enter any dwelling or structure on any lot at all times necessary in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties or the Common Area above described.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and insurance of the Common Area, and limited exterior maintenance upon each lot.

Section 3. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide limited exterior maintenance upon each lot which is subject to assessment hereunder, as follows: mowing, fertilizing, watering and planting of trees, shrubs and grass and snow removal on walks and drives. The Association shall from time to time determine the scope and the items to be covered by such exterior maintenance program or the Association may elect to perform no such items of exterior maintenance. The Association may also elect to provide garbage and trash removal, street construction and repairs, and payment of sewer use fees and charges.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 4. Payment of Assessments. The annual assessments shall be payable in twelve equal monthly installments one month in

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Rate of Assessment. The total annual and special assessments shall be levied at the rate of one-twenty fourth thereof against each lot; provided however that until January 1, 1983 the maximum annual amount that may be levied against any lot upon which there is no completed dwelling as of each January 1st shall be \$25.00 for such year and the remainder of the total assessments shall be levied equally against the built-upon lots.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 11 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All exposed foundations must be covered with brick and roofs must be wood shingles or other material approved by the Board.

#### ARTICLE VI

##### GENERAL PROVISIONS

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety per cent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five per cent (75%) of the lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties after December 31, 1977 by the execution and recording of an amendment to this Declaration by all owners of the land to be annexed and by the requisite number of owners of lots as provided in Section 5 of Article VI hereof. Said amendment shall alter Article IV, Section 7, hereof in order to adjust the rate of apportioning annual and special assessments to a basis reflecting the proportionate value of each lot without regard to the value of improvements erected thereon.

Section 5. Special Rights of Mortgagees. Any notice required to be given to an owner must be similarly given to all mortgagees of record covering said Lots 49 through 64 and Parcel "A". In addition to the required consents by owners, it is also required that all such mortgagees of record execute written consents to the dedication, the assessments, the amendments and annexations referred to respectively in Article II Sec. 1(c), Article IV Sec. 5, and Article VI Secs. 3 and 4, above.

Section 6. Special Building Requirement. When each home is constructed, it shall include an exterior electric light or lights located as prescribed in the plans approved by the Association and equipped with a photo-electric cell which will turn on the light(s) during all periods of darkness. Each lot owner will maintain such light(s) in working condition at all times and with the wattage prescribed by the Association.

EXECUTED this 30th day of August, 1978.

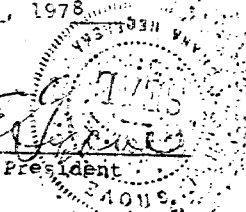
Thomas E. Bowman  
Thomas E. Bowman

HAL GROVE, INC.

Una N. Bowman  
Una N. Bowman

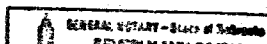
By:

Harold E. Grove  
President



STATE OF NEBRASKA )  
                          ) ss. On the date last-above written before me, the  
COUNTY OF DOUGLAS ) undersigned, a Notary Public in and for said  
                          ) County, personally came HAROLD E. GROVE, President  
of Hal Grove, Inc. (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority, and also personally appeared THOMAS E. and UNA M. BOWMAN, husband and wife, who are personally known to me and who acknowledged the execution of the above instrument as their voluntary act and deed.

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



Harold E. Grove

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RECORDED

JUN 20 1 42 PM '97

RICHARD A. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 35-40 AND REPLAT LOTYS 41, AND 43, QUAIL RIDGE ON SKYLINE DRIVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by Liberty Development Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant."

**W I T N E S S E T H:**

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 35 through 40 and replat lots 41 and 43, inclusive, in Quail Ridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the Declarant will convey said Lots subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

**ARTICLE I.  
DEFINITIONS**

A. "Owner" shall mean and refer to 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 35 through 40 and replat lots 41 and 43, inclusive, in Quail Ridge on Skyline Drive, A subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

*Liberty Development*  
*2626 So. 158th Plaza*  
*Omaha, Nebraska 68130*

C. "Lot" shall mean and refer to any one of Lots 35 through 40 and replat lots 41 and 43, inclusive, in Quail Ridge on Skyline Drive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

D. "Declarant" shall mean and refer to Liberty Development Corporation, a Nebraska corporation and its successors and assigns.

E. "Architectural Control Committee" shall mean Declarant or the individual or committee appointed by the Declarant, its successors or assigns.

F. "Association" shall mean and refer to the Quail Ridge Association, Inc., a Nebraska nonprofit corporation.

## ARTICLE II. ARCHITECTURAL CONTROL

A. The Properties, and the external appearance of all structures to be constructed thereon, shall be developed under a common development scheme, with the exterior of all structures to be constructed of EFIS or Brick and EFIS and provide for a common design and appearance. No dwelling, structure, wall, pathway, driveway, lighting, patio, patio cover or enclosure, deck, swimming pool, television or radio antenna, satellite dish, flag pole, solar collecting panels or equipment, sheds, fences or other external improvements, other than the fences, walls, signs, and landscaping constructed by Declarant, shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot without the express written prior approval of the Declarant through its Architectural Control Committee

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design, appearance and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure to determine that the structure or improvement complies with the common development scheme required by these Covenants. The Architectural Control Committee specifically reserves the right to deny permission to construct or place dwellings, which it determines will not conform to the general character, plan, outline and common development scheme for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

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

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

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee approval.

### **ARTICLE III. RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

A. Single Family Lots. Lots 35 through 40 and replat lots 41 and 43, inclusive, shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

2. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

a. Each one and one-half story dwelling shall contain no less than 2700 square feet of total living area above the basement level with a minimum of 1800 square feet on the main floor, exclusive of garage area.

b. Each two story dwelling shall contain no less than 2800 square feet of total living area above the basement level with a minimum of 1400 square feet on the main floor, exclusive of garage area.

c. No one story or ranch type dwelling shall be constructed on the Properties without the prior written consent of the Declarant.

B. General Restrictions. All dwelling units described above shall comply with the following restrictions.

1. The exterior of all dwellings must be faced or constructed of EFIS or Brick and EFIS to comply with the common development scheme and design required by these Covenants.
2. All dwellings shall, as a minimum, have attached, built in, or enclosed, three car garages which must contain a minimum area of 600 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.
3. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.
4. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than fourteen (14) days, however, such items may be stored in an enclosed structure outside of the view of other Lot owners, or in a non-enclosed structure out of the view of other Lot owners with the prior written consent of the Architectural Control Committee.
5. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.
6. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing Lots within the Properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such Properties.
7. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation, however, notwithstanding the foregoing, the Declarant has the right to perform activities which it deems is necessary in the development and building out of the Properties.
8. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling, however, notwithstanding the foregoing, the Declarant shall have twenty-four (24) months in which to complete a dwelling which it or its representatives are constructing from the date of the commencement of the construction of such dwelling.

9. All driveways shall be constructed of concrete, asphalt, stone or brick.

10. No grading, construction or other activity shall be performed on any Lot which would in anyway interfere with or cause damage to the Common Landscape Improvements installed by the Declarant within the Permanent Landscape Easement described in Article IV of these Covenants.

11. In addition to the approval by the Architectural Control Committee described herein, all owners of the Lots must also comply with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Lots 17 through 42, inclusive, in Quail Ridge on Skyline Drive, a Subdivision in Douglas County, Nebraska, which is dated August 30, 1978 and recorded in Book 602 at Page 366 of the Records of the Register of Deeds, Douglas County, Nebraska, including, but not limited to the provisions relating Architectural Control Approval.

#### ARTICLE IV.

#### COMMON LANDSCAPE IMPROVEMENTS APPLICABLE TO LOTS 35-40, QUAIL RIDGE ON SKYLINE DRIVE

A. Installation of Common Landscape Improvements. The Declarant has developed a common fence and landscape plan for Lots 35 through 40, Quail Ridge on Skyline Drive, a Subdivision in Douglas County, Nebraska ("Lots 35-40") to be installed within the Permanent Landscape Easement dated \_\_\_\_\_ and recorded on \_\_\_\_\_, 1997 in the Register of Deeds, Douglas County, Nebraska, at Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Landscape Easement") consisting of a common fence, landscaping, entrance marker, lighting and other related improvements (the "Common Landscape Improvements"). The Common Landscape Improvements shall form a common scheme of development of Lots 35-40 and enhance the uniqueness and attractiveness of Lots 35-40. No permanent buildings or structures shall be placed or erected within the Landscape Easement and no grading nor other activities shall be performed on any of the Lots which would in any way effect, damage or detract from the common scheme appearance of the Common Landscape Improvements. Subject to the foregoing, the area within the Permanent Landscape Easement may be used by the Owners of Lots 35-40 upon which the easement exists for gardens, shrubs, landscaping, sidewalks, driveways and other purposes that do not then or later interfere with the common landscape plan and the Common Landscape Improvements. The Common Landscape Improvements must be approved by the Board of Directors of the Association or by an architectural committee appointed by the Board of Directors of the Association prior to the time that any of the items referred to in the Common Landscape Improvements are installed or constructed. After such approval, any amendments or additions to the Common Landscape Improvements must be approved by the Board of Directors of the Association or an architectural committee appointed by the Board of Directors of the Association prior to the installation or construction of such amendments or additions. Notwithstanding the foregoing, the owners of Lots 35-40 shall have the right to remove all or a portion of the Common Landscape Improvements by the unanimous written consent of the owners of Lots 35-40.

B. Maintenance and Repair of the Common Landscape Plan. After the installation of the Common Landscape Improvements by the Declarant, the then Owner of each Lot upon which the Common Landscape Improvements are located shall properly maintain the landscaping, lighting, fence and other improvements which exist upon such Owner's Lot. As for the fence which is erected on a common lot line between Lots, each Owner of such Lots is responsible for the maintenance and repair of one-half of the fence which abuts his Lot. Each Lot Owner shall perform the maintenance and repair of the fence, landscaping and landscape improvements within the Landscape Easement upon his Lot so that the Common Landscape Improvements thereon have a common and uniform appearance throughout Lots 35-40.

C. Maintenance of Entrance Markers. The entrance marker and the improvements which constitute the entrance marker, including the lighting, shall be maintained and repaired by all of the Owners who own Lots within Lots 35-40, which each Lot Owner contributing one-sixth for the cost of maintaining and repairing such entrance marker and improvements. Each such Lot Owner shall pay for his one-sixth share of the cost upon completion of the work which is necessary for the repair and maintenance of the marker and related improvements. Such Lot Owners shall have the right to appoint a person who is a Lot Owner with the authority to contract for the maintenance and repair of the marker and related improvements.

D. Enforcement. In the event any Lot Owner within Lots 35-40 fails to maintain the Common Landscape Improvements within his or her Lot pursuant to the terms of these covenants or fails to pay his share of the maintenance and repair of the entrance marker improvements pursuant to the terms of these Covenants, then either one or more of the other Lot Owners within Lots 35-40 shall have the right to hire a contractor to perform the maintenance and repair of the Common Landscape Improvements pursuant to these Covenants, and then send a statement for such repair and/or maintenance work to the Owner of such Lot who is failing to perform. If the Owner of such Lot fails to pay such statement within seven (7) days of the date such statement is sent to such Lot Owner, then the person(s) who paid for such statement shall have the right to file a lien upon such Lot Owners Lot to enforce payment of such sum, which lien shall accrue interest at the rate of 12% per annum until paid. Further, the obligation of the Lot Owner to maintain, repair and pay for the maintenance and repair of the Common Landscape Improvements hereunder is a personal obligation, as well as an obligation which runs with his Lot, and the person who paid for such repair and maintenance costs for a Lot Owner who fails to perform shall have the right to file the appropriate action in order to obtain payment for such sum and enforce these Covenants, including the right to obtain a mandatory injunction to require such Owner to perform pursuant to these Covenants.

E. Application. Except for the enforcement provisions granted to the Association in Article IV(D), the provisions of Article IV of these covenants shall only apply to the owners of Lots 35-40.

**ARTICLE V.**  
**QUAIL RIDGE ON SKYLINE DRIVE COVENANTS**

The Lots subject to this Declaration are also subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated August 30, 1978 and recorded on August 31, 1978 in the Douglas County Register of Deeds Office at Book 602, Page 366.

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

A. The Declarant, or its assigns, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 50 percent of the then property owners vote to terminate this declaration. Subject to the Association's right to enforce the requirement hereunder to maintain and repair the Common Landscape Improvements under Article IV, this Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof, including the right of the Declarant to add additional properties to these Covenants. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. The Declarant may assign his/her rights, obligations and interest in these Covenants to a third party at any time. The provisions of Article IV providing the right to the Association to enforce the maintenance and repair of the Common Landscape Improvements cannot be amended without the prior written consent of the Association.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 12 day of June, 1997.

**DECLARANT:**

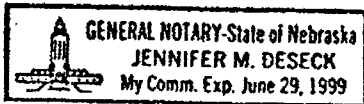
LIBERTY DEVELOPMENT CORPORATION,  
a Nebraska corporation

By: 

David Broekemeier, President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS.

On this 12 day of June, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came David Broekemeier, President of Liberty Development Corporation, a Nebraska corporation, and acknowledged that he executed the above as the willful act and deed of said corporation.



Jennifer M DeSeck  
Notary Public

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NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS