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RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LOTS 1 - 107, INCLUSIVE, IN CENTENNIAL, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDED AND RESTATED DECLARATION is made the date hereinafter set forth by Spence Title Services, Inc., Trustee, a Nebraska corporation, Successor Declarant.

RECITALS

A. On June 7, 2002, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Lots 1 - 107, inclusive, in Centennial, a Subdivision in Douglas County, Nebraska, was recorded by Witt Development Company, L.L.C., in the office of the Register of Deeds of Douglas County, Nebraska at Book 1443, Page 703 - 713, inclusive, of the Miscellaneous Records (hereinafter the "Declaration").

B. The Declaration was amended by a document entitled "Amended And Restated Declaration of Covenants, Conditions, Restrictions and Easements of Lots 1 - 107, Inclusive, in Centennial, a Subdivision in Douglas County, Nebraska" ("Amended Declarations"), which Amended Declarations were filed in the Office of the Register of Deeds of Douglas County, Nebraska at Book 1491, Page 228 of the Miscellaneous Records on February 3, 2003.

C. Witt Development Company, L.L.C., has resigned as the Declarant under the Amended Declarations by virtue of a Notice of Termination which Witt Development Company, L.L.C. has filed with the Association (defined herein). A true and correct copy of said resignation is attached hereto, marked Exhibit "A," and by this reference made a part hereof.

D. Pursuant to Paragraph Paragraph 3 of Article IV of the Amended Declarations, the Association has appointed Spence Title Services, Inc., Trustee as the Successor Declarant under the Amended Declarations, and pursuant to Paragraph 2 of Article IV of the Amended Declarations, the Declarant has, for a period of twenty (20) years following February 1, 2002, the full and absolute discretion to amend all or any portion of the Amended Declarations.

NOW, THEREFORE, the Successor Declarant hereby declares that the Amended Declarations recorded on February 3, 2003 at Book 1491 Page 228 should be and hereby are amended and restated in the following manner:

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 13/107 SKP _____ C/O _____ COMP SW
 DEL _____ SCAN _____ FV _____

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

THIS DECLARATION, made on the date hereinafter set forth, is made by SPENCE TITLE SERVICES, INC., TRUSTEE, a Nebraska corporation, 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 16, inclusive, 18 through 23, inclusive, 25, 26, 30, 31, 33, 35, 40, 41, 42, 43, 47, and 57 through 107, inclusive, all in CENTENNIAL, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such Lots, and any annexations thereto, are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Centennial, for the maintenance of the character and residential integrity of Centennial, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Centennial.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot, are 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 such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs" exceeding 18" in diameter, solar heating or cooling device, basketball hoop 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 Improvements be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant

(herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The 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 approval of 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 approval is not mailed within such period, the proposed Improvement shall be deemed disapproved 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 single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. Minimum square footage of living space, excluding basements and garages, in any single-family dwelling on any Lot shall be as follows:

| | |
|------------------|------------------|
| Ranch | 1500 square feet |
| Story and a half | 1800 square feet |
| Two story | 1800 square feet |

In no case shall a single-family dwelling have more than 3,000 square feet of living space. Every Lot shall have two trees per Lot planted between the street and sidewalk, subject to any easements thereon. Corner Lots shall have at least five trees per Lot, three trees planted on each street side between the street and the sidewalk, subject to any easements thereon. All Lots abutting H.W.S. Cleveland Boulevard shall have trees planted at the rear of said Lots as directed by the Declarant. All trees required by this paragraph shall be maintained and, in the event of sickness or death of any tree, replaced as needed by the Owner of such Lot.

4. The exposed front foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All driveways must be constructed of concrete. Unless other materials are specifically approved by

Declarant, the roof of all Improvements shall be covered with at least asphalt shingles with color to be "driftwood" or other similar type and color approved by Declarant. Subject to such review, all Improvements on a Lot shall be of the same color as the main residential structure on such Lot.

5. 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" or "Sold." No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in anyway for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No tree houses, tool sheds, doll houses, windmills, flag pole or similar structures shall be permitted on any Lot. No basketball hoop shall be attached to any residential structure on any Lot. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. Any satellite dish less than eighteen inches (18") in diameter and approved by Declarant, or other communications device allowed by a binding order of a court or governmental agency shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

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

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than forty-eight (48) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable

storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

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

11. Except as provided below, no fence shall be permitted to extend forward beyond the rear line of a main residential structure, unless specifically approved by Declarant in writing. Except for Lots abutting H.W.S. Cleveland Boulevard as provided below, no hedges or mass planted shrubs shall be permitted more than the (10) feet in front of the front building line, unless specifically approved by Declarant in writing. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of black vinyl, black vinyl chain links or wrought iron. Prior to installation of said hedge or fence, plans reflecting the same must be submitted to the Declarant for its review and approval or disapproval, as the case may be. If approval is not given in writing by Declarant within 30 days of submission, the plans shall be deemed disapproved. No fences or walls on any Lot shall exceed a height of four (4) feet, unless approved by the Declarant in its absolute and sole discretion or in connection with the installation of any above-ground swimming pool.

12. No above-ground swimming pool shall be allowed on any Lot.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Except for Lots abutting H.W.S. Cleveland Boulevard as provided in this Declaration, 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. A smooth surface, serpentine public sidewalk shall be constructed of concrete six (6') feet wide by four (4") inches thick in front of each Lot and upon each Boulevard side of each corner Lot that directly abuts H.W.S. Cleveland Boulevard, which sidewalk shall meander in accordance with plans promulgated by Declarant and shall be placed between four (4') feet and eight (8') 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 paragraph shall vary to comply with any requirements of the City of Omaha.

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

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, which dog house shall be subject to Declarant's review and approval stated in Paragraph 2, above, and shall be no larger than four (4') feet in width, four (4') feet in depth and four (4') feet in height; 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 houses shall only be allowed

at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in the Centennial subdivision, including Pot-bellied pigs.

17. Any exterior air-conditioning condenser unit shall be placed in the side or rear yard. No window air-conditioner units or similar chattel shall be allowed. 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, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four inches (24").

18. 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 Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Centennial subdivision to any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Centennial Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks dedicated and nondedicated roads, paths, ways and green areas, ice skating ponds and associated warming huts, community gardens, fountains, benches, decorative street lights, planters, gazebos, basketball courts, and bonfire pits; and signs and entrances for Centennial. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the

Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

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

2. Membership and Voting. Centennial will be initially developed into 107 Lots which shall consist of separate residential lots, and any annexations or additions thereto by Declarant which shall be considered additional phases of Centennial, subject to this Declaration, and members of the Association (referred to collectively as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. Centennial consists of Lots 1 through 107, inclusive. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record Owner, whether one or more persons or entities, of fee simple title of a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned, except the Declarant who shall be entitled to twenty-five (25) votes for each Lot owned on each matter properly coming before the Members of the Association.

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

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

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

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

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

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

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

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

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association, and obtaining policies of insurance for liabilities relating to the business of the Association and the Common Facilities.

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair the signs which have been installed in all phases of Centennial subdivision in generally good and neat condition. The Association shall operate, maintain and repair any Common Facilities installed by the Declarant, including but not limited to any swimming pools, ice skating ponds and associated warming huts, community gardens, fountains, benches, decorative street lights, planters, and gazebos, if any.

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

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

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon at the rate of 16% per annum or the maximum rate of interest allowed by law whichever is less, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for

delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, interest and fees and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues and assessments collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article and for other purposes not inconsistent therewith.

9. Maximum Annual Dues. The Board of Directors shall set the initial maximum annual dues which shall be based on projected costs and establishing a reasonable reserve. In each calendar year beginning the first fiscal year after the initial fiscal year of the Association, dues may not be increased above one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year, except as provided below.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities, so long as such assessments are reasonable.

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

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

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

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

interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE III. EASEMENTS

1. A perpetual license and easement are hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which have been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 474 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; and 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.

2. 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 cull-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 easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways 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.

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

4. Other easements are provided for in the final plat of Centennial, and replats thereof and annexations thereto which is or will be filed in the Register of Deeds of Douglas County, Nebraska.

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

2. The covenants and restrictions of this declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of twenty (20) years from the date hereof. 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. Declarant may at its discretion add additional phases to this Declaration at any time by recording a Notice of Annexation or amendment of this Declaration with the Office of the Douglas County Register of Deeds.

3. Witt Development Company, L.L.C., a Nebraska limited liability company, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3rd IN WITNESS WHEREOF, the Declarant has caused these present to be executed this day of October, 2003.

DECLARANT:

SPENCE TITLE SERVICES, INC, Trustee,
a Nebraska corporation,

By: *Rick L. Schmitt*
Rick L. Schmitt (Title)
Vice President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss.

Rick L. Schmitt, Vice

The foregoing instrument was acknowledged before me this 3rd day of October, 2003, by ~~Janet Clark~~, President of Spence Title Services, Inc., Trustee, a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation. Witness my hand and notarial Seal this 3rd day of October, 2003.

Tracy Morrison
Notary Public

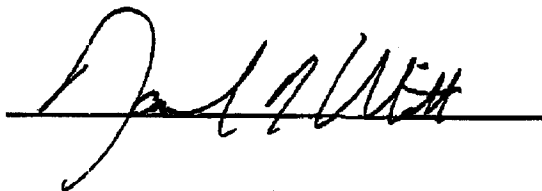


RESIGNATION

Witt Development Company, L.L.C., a Nebraska limited liability company, hereby resigns as a member and as the Declarant of Centennial Homeowner's Association, which resignation is effective as of the date of execution of this Resignation.

Dated this ____ day of May, 2003.

WITT DEVELOPMENT COMPANY, L.L.C.,
a Nebraska limited liability company,



A handwritten signature in cursive script, appearing to read "Daniel N. Witt", is written over a solid horizontal line.

By: 
Daniel N. Witt, Manager



MISC 2003239588



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**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS
PURSUANT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
Lots 1 through 107, inclusive,
CENTENNIAL, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA**

This Assignment and Assumption of Declarant Rights is entered into by and between Spence Title Services, Inc., Trustee, as successor Declarant ("Assignor") and Centennial Homeowners Association, a Nebraska nonprofit corporation ("Assignee").

WHEREAS, Assignor is the Declarant under that certain Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Lots 1 through 107, Centennial, which was recorded in the office of the Douglas County Register of Deeds on November 14, 2003, Instrument No. 2003222333, against the following described real property, to-wit:

Lots 1 through 107, inclusive, Centennial, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Declaration").

WHEREAS, Assignor agrees to assign and Assignee agrees to assume Assignor's rights, obligations and duties under the Declaration.

NOW, THEREFORE, the parties agree:

1. Assignor hereby assigns to Assignee all of its rights, obligations and duties as Declarant under the Declaration. This instrument shall also serve as the Notice of Termination of Status as Declarant pursuant to Section 3 of Article IV of the Declaration.
2. Assignee hereby assumes all of Assignor's rights, obligations and duties as Declarant under the Declaration.
3. Accordingly, Assignee is hereby the Declarant under the Declaration effective immediately.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year set forth below.

/

Misc

2003239588

ASSIGNOR:

SPENCE TITLE SERVICES, INC., a Nebraska corporation, Trustee,

By: Janet Clark
Janet Clark, President

ASSIGNEE:

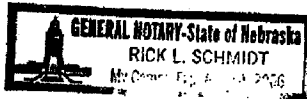
CENTENNIAL HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation.,

By: Jerry Standerford
Jerry Standerford, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Janet Clark, President of Spence Title Services, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 9th day of December, 2003.

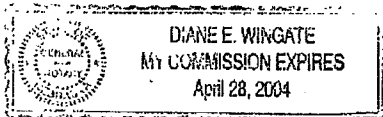


Rick L. Schmidt
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Jerry Standerford, President of the Centennial Homeowners Association, a Nebraska nonprofit corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 4 day of December, 2003.



Diane E. Wingate
Notary Public



BK 1443 PG 703-713



MISC 2002 13078

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 JUN -7 AM 9:44

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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LOTS 1 - 107, INCLUSIVE, IN CENTENNIAL, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by WITT DEVELOPMENT COMPANY, L.L.C., a Nebraska limited liability 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 107, inclusive, all in Centennial, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Centennial, for the maintenance of the character and residential integrity of Centennial, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Centennial.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot are 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 such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs" exceeding 18" in diameter, solar heating or cooling device, basketball hoop 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 Improvements be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein

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

collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The 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 approval of 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 approval is not mailed within such period, the proposed Improvement shall be deemed disapproved 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 single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. Minimum square footage of living space, excluding basements and garages, in any single-family dwelling on any Lot shall be as follows:

| | |
|------------------|------------------|
| Ranch | 1500 square feet |
| Story and a half | 2500 square feet |
| Two story | 1800 square feet |

In no case shall a single-family dwelling have more than 3,000 square feet of living space. Every Lot shall have two trees per Lot planted between the street and sidewalk, subject to any easements thereon. Corner Lots shall have at least four trees per Lot, two trees planted on each street side between the street and the sidewalk, subject to any easements thereon. All Lots abutting H.W.S. Cleveland Boulevard shall have trees planted at the rear of said Lots as directed by the Declarant. All trees required by this paragraph shall be maintained and, in the event of sickness or death of any tree, replaced as needed by the Owner of such Lot.

4. The exposed front foundation walls must be painted and constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All driveways must be constructed of concrete. Fireplace chimneys shall be covered with vinyl siding or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with 30 year asphalt shingles with color to be "driftwood" or other color approved by Declarant. Vinyl siding

is required on any structure on any Lot, the type and color shall be specified by Declarant and the installation of which shall be subject to review and approval by Declarant. Subject to such review, all Improvements on a Lot shall be of the same color as the main residential structure on such Lot.

5. 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" or "Sold." No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in anyway for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No tree houses, tool sheds, doll houses, windmills, flag pole or similar structures shall be permitted on any Lot. No basketball hoop shall be attached to any residential structure on any Lot. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. Any satellite dish less than eighteen inches (18") in diameter and approved by Declarant, or other communications device allowed by a binding order of a court or governmental agency shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

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

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than forty-eight (48) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

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

or vegetable gardens may only be maintained in rear yards.

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

11. Except as provided below, no fence shall be permitted to extend forward beyond the rear line of a main residential structure, unless specifically approved by Declarant in writing. Except for Lots abutting H.W.S. Cleveland Boulevard as provided below, no hedges or mass planted shrubs shall be permitted more than the (10) feet in front of the front building line, unless specifically approved by Declarant in writing. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of black vinyl chain links or wrought iron. Every Lot abutting H.W.S. Cleveland Boulevard, including the Boulevard side of each corner Lot, shall install and maintain either a hedge or a wrought iron fence or acceptable alternate in the manner, type, and location directed by the Declarant, not more than three (3') feet high along the strip of land in the front yard of said Lot abutting the interior line of any public sidewalk. Prior to installation of said hedge or fence, plans reflecting the same must be submitted to the Declarant for its review and approval or disapproval, as the case may be. If approval is not given in writing by Declarant within 30 days of submission, the plans shall be deemed disapproved. No fences or walls on any Lot shall exceed a height of four (4) feet, unless approved by the Declarant in its absolute and sole discretion. No wood, cedar plank, or railroad tie wall shall be allowed on any Lot.

12. No above-ground swimming pool shall be allowed on any Lot.

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

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Except for Lots abutting H.W.S. Cleveland Boulevard as provided in this Declaration, 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. A smooth surface, serpentine public sidewalk shall be constructed of concrete six (6') feet wide by four (4") inches thick in front of each Lot and upon each Boulevard side of each corner Lot that directly abuts H.W.S. Cleveland Boulevard, which sidewalk shall meander in accordance with plans promulgated by Declarant and shall be placed between four (4') feet and eight (8') 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 paragraph shall vary to comply with any requirements of the City of Omaha.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete with fibermesh. 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. Every other Lot shall have a double, wrought iron mailbox, of a type and color designated by Declarant in its discretion, which shall be placed on the Lot in the location designated by the Declarant. Such double mailbox shall serve the Lot on which it stands and the abutting Lot nearest the mailbox.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, which dog house shall be subject to Declarant's review and approval stated in Paragraph 2, above, and shall be no larger than four (4') feet in width, four

(4') feet in depth and four (4') feet in height; 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 houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in the Centennial subdivision, including Pot-bellied pigs.

17. Any exterior air-conditioning condenser unit shall be placed in the side yard. No window air-conditioner units or similar chattel shall be allowed. 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, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. 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 Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Centennial subdivision to any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Centennial Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks dedicated and nondedicated roads, paths, ways and green areas, ice skating ponds and associated warming huts, community gardens, fountains, benches, decorative street lights, planters, gazebos, basketball courts, and bonfire pits; and signs and entrances for Centennial. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of

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

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

2. Membership and Voting. Centennial will be initially developed into 107 Lots which shall consist of separate residential lots, and any annexations or additions thereto by Declarant which shall be considered additional phases of Centennial, subject to this Declaration, and members of the Association (referred to collectively as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. Centennial consists of Lots 1 through 107, inclusive. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record Owner, whether one or more persons or entities, of fee simple title of a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned, except the Declarant who shall be entitled to twenty-five (25) votes for each Lot owned on each matter properly coming before the Members of the Association.

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

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

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

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

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

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

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

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

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association, and obtaining policies of insurance for liabilities relating to the business of the Association and the Common Facilities.

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair the signs which have been installed in all phases of Centennial subdivision in generally good and neat condition. The Association shall operate, maintain and repair any Common Facilities installed by the Declarant, including but not limited to swimming pools, ice skating ponds and associated warming huts, community gardens, fountains, benches, decorative street lights, planters, and gazebos.

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

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

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon at the rate of 16% per annum or the maximum rate of interest allowed by law whichever is less, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, interest and fees and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues and assessments collected by the Association may

be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article and for other purposes not inconsistent therewith.

9. Maximum Annual Dues. The Board of Directors shall set the Initial maximum annual dues which shall be based on projected costs and establishing a reasonable reserve. In each calendar year beginning the first fiscal year after the initial fiscal year of the Association, dues may not be increased above one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year, except as provided below.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities, so long as such assessments are reasonable.

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

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

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

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

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

ARTICLE III.
EASEMENTS

1. A perpetual license and easement are hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which have been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 474 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; and 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.

2. 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 cull-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 easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways 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.

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

4. Other easements are provided for in the final plat of Centennial, and replats thereof and annexations thereto which is or will be filed in the Register of Deeds of Douglas County, Nebraska.

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

2. The covenants and restrictions of this declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of twenty (20) years from the date hereof. 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. Declarant may at its discretion add additional phases to this Declaration at any time by recording a Notice of Annexation or amendment of this Declaration with the Office of the Douglas County Register of Deeds.

3. Witt Development Company, L.L.C., a Nebraska limited liability company, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 1 day of February 2001.

DECLARANT:

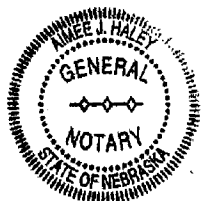
WITT DEVELOPMENT COMPANY, L.L.C., a
Nebraska corporation,

By: *Dan Witt*
Dan Witt, Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1 day of February 2002, by Dan Witt, Managing Member of Witt Development Company, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation. Witness my hand and Notarial Seal this 1 day of February 2002.

James J. Haley
Notary Public



MY COMMISSION EXPIRES
May 26, 2002