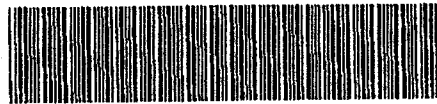




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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124 136667

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 101, LOTS 196, 197 AND 198,
AND OUTLOTS B, C, D AND E, THE GROVE,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 1 through 101, inclusive, Lots 196, 197 and 198, and Outlots B through E, inclusive, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska;

and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Properties for the purpose of protecting the value and desirability of said property.

NOW THEREFORE, Declarant hereby declares that all of the Properties 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 above described and shall be binding on all parties having any right, title or interest in the Properties

or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless, by written agreement of two-thirds (2/3) majority of the then owners of the Lots, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. 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. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Grove Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; the Outlots and common entrances for the Properties; the Outlots and entrances which are shared in common with The Villas at the Grove. It is specifically understood that the Association obligates itself for certain maintenance of Outlot B, The Grove and Outlot B, The Villas at the Grove (the entryway common to The Grove and The Villas at the Grove), along with The Villas at the Grove Homeowners Association, as more particularly set forth herein.

Section 5. "Declarant" shall mean and refer to One Ninety-Two, LLC, a Nebraska limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlots B, C, D and E, The Grove, which shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, as green areas, paths and sidewalks for ingress, egress and other normal or related activities. In addition, "Outlot" shall refer to Outlot B, The Villas at the Grove, insofar as the maintenance of the entrance monument thereon, which maintenance expense shall be shared with The Villas at the Grove Homeowners Association as more particularly set forth herein. The use and purpose of the Outlots to be owned and maintained by the Association, or to be co-maintained by the Association along with The Villas at the Grove Homeowners Association, are as follows:

- Outlot B: Common entryway, green area and location of entrance monument;
- Outlot C: Common facilities for path, sidewalk and/or green areas;
- Outlot D: Common facilities for path, sidewalk and/or green areas;
- Outlot E: Common facilities for path, sidewalk and/or green areas;
- Outlot B, The Villas at the Grove: Common entryway, green area and location of entrance monument.

Section 8. "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 purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clause, and such additions thereto as may hereafter be made subject to these Declarations.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, 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. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

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

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 owns 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.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

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

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association. The Association shall have the obligation to maintain

the landscaping and signage for the common entryway to the Properties, in generally good and neat condition.

Section 3. Obligations of Association. The Association will assume the obligation to maintain the signage for the entryway common to The Grove and The Villas at the Grove properties (Outlot B, The Grove and Outlot B, The Villas at the Grove), in generally good and neat condition, jointly with The Villas at the Grove Homeowners Association. The Association's share of said entryway monument maintenance expenses will be determined and divided between The Association and The Villas at the Grove Homeowners Association pro rata on the basis of the number of residential lots in the two Homeowners Associations. The Association will maintain the paving and sidewalks in the Outlots in good and satisfactory condition and will make all necessary repairs and replacements as needed. The obligations stated in this paragraph are not intended to limit the powers and rights of the Association with respect to the performance of any other functions which may be suitable or desirable hereunder.

Section 4. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the procedure for budgets, annual assessments and special assessments shall be waived and no assessments shall be levied; and Declarant shall be responsible for operating and maintaining the common entrance.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within ten (10) days after the due date shall also bear an additional assessment equal to one-fifth (1/5) of the amount of the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; satellite receiving dish (18 inches or less in diameter); or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. 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 Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. 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 or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

Section 5. After January 1, 2007, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. 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 non-profit use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article IV) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that

no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height. All homes constructed on said Lots must have at least two-car garages. All homes must have a minimum building setback from the closest part of the building to front lot line of at least twenty-five (25) feet. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. 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. 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 twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Telephone Installation. In the event ninety percent (90%) of all Lots within the Subdivision are not improved within five (5) years after the date on which U.S. West Communications, Inc. files notice that it has completed installation of telephone lines to all of the Lots covered by these Covenants in the Subdivision (herein the "Subdivision Improvement Date"), then U.S. West Communications, Inc. may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority. The connection charge described herein shall be void and nonassessable in the event construction shall have commenced on at least ninety percent (90%) of the Lots subject to these covenants within five (5) years from the date U.S. West Communications, Inc. files the above-described notice. Should such charge be implemented by U.S. West Communications, Inc. and remain unpaid, then such charge may draw interest at the rate of ten percent (10%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) U.S. West Communications, Inc. sends each owner of record a written statement or billing for Four Hundred Fifty Dollars (\$450.00) for each unimproved Lot.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, 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 Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Annexation. Additional phases of The Grove subdivision will become subject to this Declaration as they are platted and recorded. Declarant may file a statement with the Register of Deeds of Douglas County confirming that the additional phases are subject to this Declaration, and no further action need be taken to accomplish such purpose. Additional real property and Common Facilities beyond The Grove may be annexed to the Properties with the consent of two-thirds (2/3) of the Owners.

Section 4. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.



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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2002 FEB 13 PM 3:56

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**RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**For Lots 1 Through 91, Inclusive, And Outlots A Through G, Inclusive,
The Villas at The Grove, a Cluster Subdivision in Douglas County, Nebraska**

AND

**Lots 206 Through 281, Inclusive, and
Outlots M Through Y, Inclusive, the Grove, a
Subdivision in Douglas County, Nebraska**

THIS RESTATED DECLARATION is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for The Villas at the Grove, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 5, 2000, in Misc. Book 1336 at Pages 721 through 732, inclusive, and which governs Lots 1 through 91, inclusive, and Outlots A through G, inclusive, in The Villas at the Grove, a cluster subdivision being a replat of Lots 102 through 195, inclusive, and Outlots A and F through L, inclusive, in The Grove, subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Villas at the Grove, A Subdivision in Douglas County, Nebraska (the "First Amendment to Declaration"), which First Amendment was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 17, 2001, in Misc. Book 1382 at Pages 208 to 209, inclusive, which governs Lots 206 through 281, inclusive, The Grove, and Outlots M through Y, inclusive, in The Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the Declarant is desirous of subjecting all of the real property described in and governed by the Declaration and the First Amendment to Declaration (the "Properties") to the easements, restrictions, covenants and conditions for use set forth in the Restated Declaration for the purpose of protecting the value and desirability of the Properties; and

WHEREAS, pursuant to the terms and conditions of the introductory paragraphs of the Declaration, Declarant is desirous of amending said "Declaration" and "First Amendment to Declaration" in their entirety, it being the intention of Declarant that said Declaration and First Amendment to Declaration shall be and hereby are superseded and replaced in their entirety by this Restated Declaration of Covenants, Conditions and Restrictions (the "Restated Declaration").

NOW THEREFORE, Declarant hereby declares that all of the Properties 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 Properties and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from May 5, 2000, being the date of filing the original Declaration (it being the intent hereof that the Properties shall be considered to have been covered by the Restated Declaration from May 5, 2000, to allow for continuity among all of the Lots covered by the Restated Declaration), at which time this Restated Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Restated 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 May 5, 2000. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Villas at the Grove Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated streets, roads, paths, ways and green areas; signs; the Outlots and entrances for the Properties; the Outlots and entrances which are shared in common with The Grove. It is specifically understood that the Association obligates itself for certain maintenance of Outlot B, The Villas at the Grove and Outlot B, The Grove (the entryway common to The Villas at the Grove and The Grove), along with The Grove Homeowners Association, as more particularly set forth herein.

Section 5. "Declarant" shall mean and refer to One Ninety-Two, LLC, a Nebraska limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlots A through G, inclusive, The Villas at the Grove, and Outlots M through Y inclusive, The Grove. The Outlots shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, as streets, green areas, paths and sidewalks for ingress, egress and other normal or related activities. In addition, "Outlot" shall refer to Outlot B, The Grove, insofar as the maintenance of the entrance monument thereon, which maintenance expense shall be shared with The Grove Homeowners Association as more particularly set forth herein. The use and purpose of the Outlots to be owned and maintained by the Association, or to be co-maintained by the Association along with The Grove Homeowners Association, are as follows:

Outlot A, The Villas at the Grove:	Private streets serving The Villas at the Grove;
Outlot B, The Villas at the Grove:	Common entryway, green area and location of entrance monument;
Outlot C, The Villas at the Grove:	Common facilities for path, sidewalk and/or green areas;
Outlot D, The Villas at the Grove:	Common facilities for path, sidewalk and/or green areas;
Outlot E, The Villas at the Grove:	Common facilities for path, sidewalk and/or green areas;
Outlot F, The Villas at the Grove:	Common facilities for path, sidewalk and/or green areas;
Outlot G, The Villas at the Grove:	Common facilities for path, sidewalk and/or green areas;

- Outlot B, The Grove: Common entryway, green area, and location of entrance monument;
- Outlot M, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot N, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot O, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot P, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot Q, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot R, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot S, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot T, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot U, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot V, The Grove: Private streets serving The Villas at the Grove;
- Outlot W, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot X, The Grove: Common facilities for path, sidewalk and/or green areas;
- Outlot Y, The Grove: Common facilities for path, sidewalk and/or green areas.

Section 8. "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 purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clauses, i.e., **Lots 1 through 91, inclusive, and Outlots A through G, inclusive, in The Villas at the Grove, a cluster subdivision being a replat of Lots 102 through 195, inclusive, and Outlots A and F through L, inclusive, in The Grove, subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 206 through 281, inclusive, The Grove, and Outlots M through Y, inclusive, in The Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,** together with such additions thereto as may hereafter be made subject to this Restated Declaration.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, 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. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

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

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 owns 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.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. On May 5, 2010, which date is ten (10) years after the date of filing of the original Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

COVENANT FOR 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 an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate determined in Section 12 of this Article, and such reasonable late fees as shall be set by

the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Notwithstanding other provisions in this Restated Declaration, the Declarant shall not be required to pay any annual or special assessments or charges assessed against Lots owned by it since the Declarant plans to provide its own maintenance and services for Lots owned by it. The Owners of all other Lots will pay the assessments against their respective Lots. Until the Class B membership ceases, the Declarant has the right to provide any services, materials or other benefits described in Section 2 and charge the cost thereof to the Association with respect to Lots not owned by the Declarant.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities, including the private streets on Outlot A, The Villas at the Grove, and Outlot V, The Grove. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Obligations of Association. The Association will assume the obligation to maintain the signage for the entryway common to The Villas at the Grove and The Grove properties (Outlot B, The Villas at the Grove and Outlot B, The Grove), in generally good and neat condition, jointly with The Grove Homeowners Association. The Association's share of said entryway monument maintenance expenses will be determined and divided between The Association and The Grove Homeowners Association pro rata on the basis of the number of residential lots in the two Homeowners Associations. The Association will install the street lights in the private way and public streets. In addition, the Association will maintain the paving and sidewalks in the Outlots and the street lights and decorative pavement crosswalks in the public streets and private ways, in good and satisfactory condition and will make all necessary repairs and replacements as needed. Electrical bills for the private way and public street lighting will be paid by the Association. The Association will also arrange for removal of snow from the private streets on Outlot A, The Villas at the Grove, and Outlot V, The Grove. The obligations stated in this paragraph are not intended to limit the powers and rights of the Association with respect to the performance of any other functions which may be suitable or desirable hereunder.

Section 4. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described

in Sections 2 and 3 of this Article III for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the procedure for budgets, annual assessments and special assessments as described herein may be waived in the discretion of the Declarant, and, in that event, the Declarant shall determine the amount of any assessments to be levied against the Lots and shall make all decisions regarding the operation and maintenance of the common entrance and the Outlots.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within thirty (30) days after the due date shall also bear interest from the due date at the annual rate of three percent (3%) above the national prime rate of interest as stated in the Wall Street Journal (or, in the absence thereof, such other publication which regularly reports the same) on the due date or as soon thereafter as available. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may

foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; tool shed; satellite receiving dish (which in any case shall be limited to 18 inches or less in diameter); or other external improvement, above or below the surface of the ground (herein all referred to as "Improvement") shall be constructed, erected, placed, planted, altered or changed in any manner (including color), or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Restated Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. 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 Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. 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 or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

Section 5. After May 5, 2010, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. 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 non-profit use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office, a sales office, or its model homes.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or

walls shall exceed a height of six (6) feet. A particular type of fence may be specified as standard for the Properties by Declarant, and all Lots shall comply with this standard, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article IV) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse of any kind shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any of the Properties.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height excluding the basement or walk-out level. All homes constructed on said Lots must have at least two-car garages. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. 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. 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 twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or

commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Tree Maintenance. The Association is granted an easement over a fifteen (15) foot strip of property along that portion of each lot which adjoins either public streets or the Outlots for the purpose of maintaining, moving, replacing, removing, trimming, servicing, feeding and otherwise dealing with any trees which have been planted within the described easement area. Any trees within such area will be the property of the owner of the subject lot, but the Association will have the continuing and absolute right to work and deal with said trees as described above. No owner or designee of any owner shall take any action with respect to any of the trees in the described easement area without the prior written consent of the Association. The Association will use its best effort not to unduly interfere with any Lot in the exercise of its rights under this easement and will return any damaged or disturbed area to the same condition as existed before the subject activity.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, 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 Restated Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 4. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from May 5, 2000, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any amendment must be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

Section 6. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Restated Declaration this 7 day of FEBRUARY, 2002.

ONE NINETY-TWO, LLC,
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of February, 2002, by John C. Czerwinski, Jr., Manager of ONE NINETY-TWO, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

102052.1



BK 1514 PG 374-386



MISC 2003 15430

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2003 MAY -2 PM 4: 01

RECEIVED

After recording, please return to:

James F. Kasher, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on March 13, 2000, in Misc. Book 1330 at Pages 255 through 266, inclusive, and which governs Lots 1 through 101, inclusive, Lots 196, 197, and 198, and Outlots B through E, inclusive, in The Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 17, 2001, in Misc. Book 1382 at Pages 206 through 207, inclusive, and which governs Lots 282 through 331, inclusive, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Return to: Benchmark Homes
11011 Q St.
Omaha, Ne 68137

MISC
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115

FEE	122.50	FB	OC-14523
BKP		C/O	OC-14527
DEL		SCAN	PK
		FW	

①
Lots 334 through 340, inclusive, and Lots 343 through 444, ②
inclusive, and Outlots Z, AA, BB and CC, all in The Grove, ④
subdivisions as surveyed, platted, and recorded in Douglas
County, Nebraska; Lots 1 and 2, The Grove Replat 4, ②

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties; and

WHEREAS, pursuant to the authority granted in the Declaration, Declarant is desirous of amending the text of Article V to provide a perpetual easement reserved in favor of, and granted to Sanitary and Improvement District No. 438 of Douglas County, Nebraska, and the City of Omaha, in the State of Nebraska, a municipal corporation.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

FURTHER, the Declaration at Article I, Section 7 shall be amended to include the following Outlots:

- Outlot Z: Common facilities for path, sidewalk and/or green areas;
- Outlot AA: Common facilities for path, sidewalk and/or green areas;
- Outlot BB: Common entryway, green area and location of entrance monument;
- Outlot CC: Common entryway, green area and location of entrance monument;

FURTHER, the Declaration at Article V shall be amended to include a Section 12 which shall read as follows:

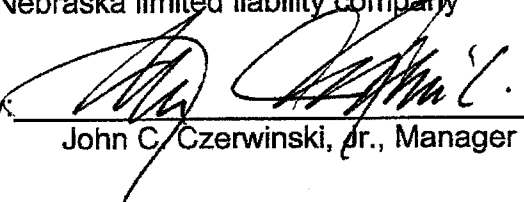
Section 12. Easements. A perpetual easement is hereby reserved in favor and granted to Sanitary and Improvement District No. 438 of Douglas County, Nebraska, and the City of Omaha, in the State of Nebraska, a Municipal corporation, (hereinafter collectively referred to as "Grantee") over the real estate described in Exhibit "A" attached and incorporated herein generally relating to Lot 335, Lot 347, Lots 349 through 363, inclusive, Lots 367 through 370, inclusive, and Lot 374. The scope and purpose of this easement is for the use, construction, repair, maintenance, replacement and renewal of channel and flood control improvements along the property described on Exhibit "A". The Grantee and its contractors and engineers

purposes of such easement; provided, however, that such easements as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property described on Exhibit "A" is annexed as part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities. By utilizing this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 438 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property described on Exhibit "A", agrees forthwith, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens. No surface improvements or fill, including but not limited to buildings, fences, patios, and/or other items of a similar nature, except bank stabilization, stabilization structures, poles and sign structures, shall be placed in any such easement right-of-way.

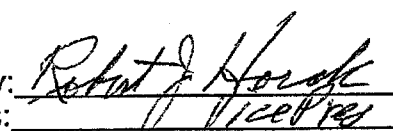
In all other respects, the Declaration heretofore executed, and its First Amendment, are hereby ratified and confirmed in their original form.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 3 day of December 2002.

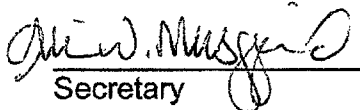
ONE NINETY-TWO, LLC,
a Nebraska limited liability company

By: 
John C. Czerwinski, Jr., Manager

FIRST NATIONAL BANK OF OMAHA, N.A.

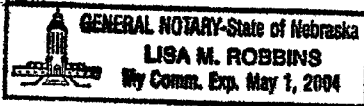
By: 
Its: Vice Pres

Attest:


Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

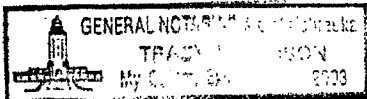
The foregoing instrument was acknowledged before me this 3 day of December, 2002, by JOHN C. CZERWINSKI, JR., Manager of One Ninety-Two, LLC, a Nebraska limited liability company, on behalf of the company.



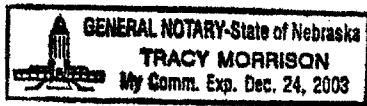
Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2002, by ROBERT J. HODAK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



Tracy Morrison
Notary Public



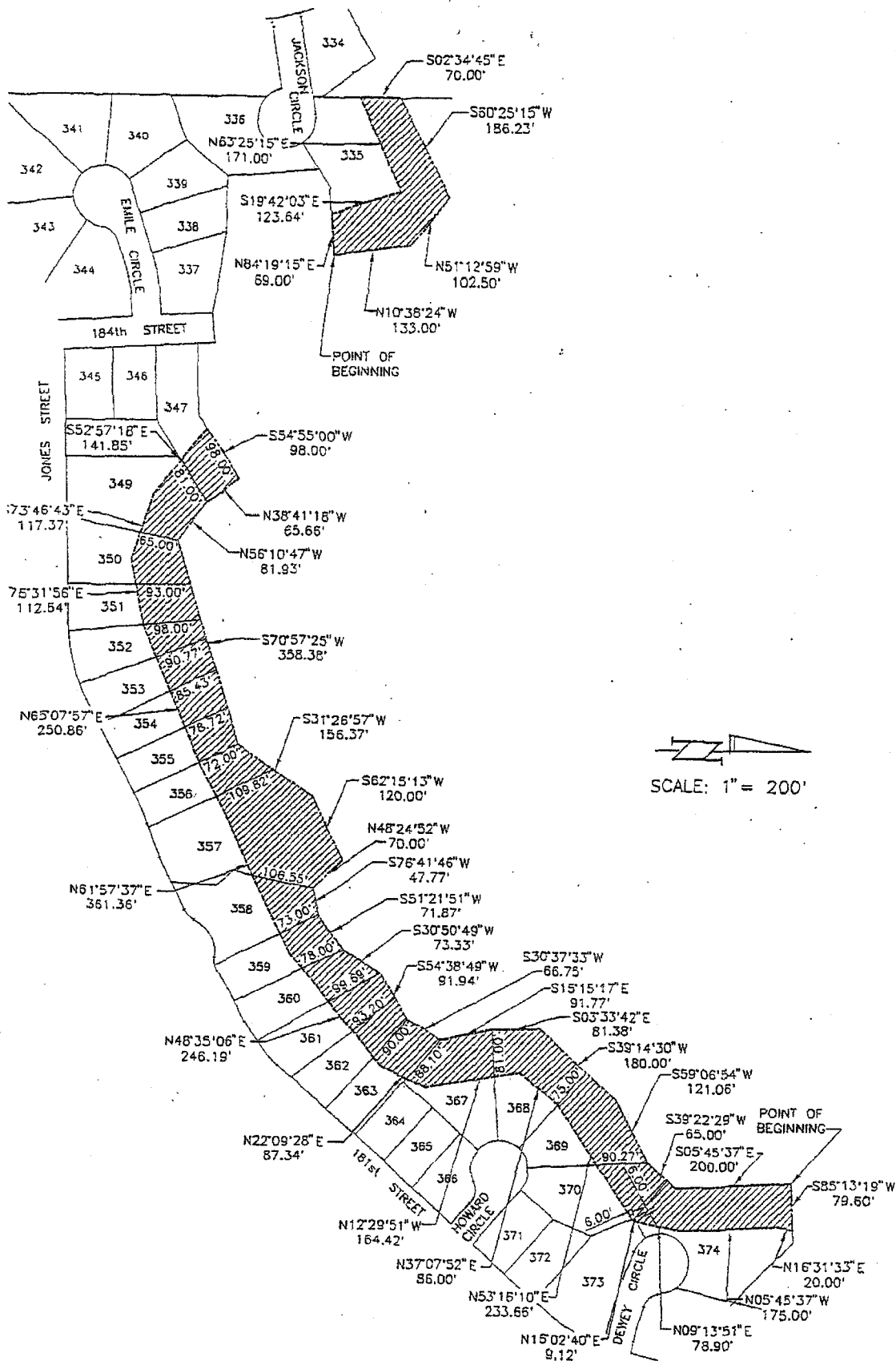


EXHIBIT "A"
 SHEET 1 OF 2

LEGAL DESCRIPTION

THAT PART OF LOT 335, THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 335;

THENCE N10°38'24"W (ASSUMED BEARING) 133.00 FEET ON THE EASTERLY LINE OF SAID LOT 335;

THENCE N51°12'59"W 102.50 FEET ON THE NORTHEASTERLY LINE OF SAID LOT 335;

THENCE S60°25'15"W 186.23 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 335;

THENCE S02°34'45"E 70.00 FEET ON THE WESTERLY LINE OF SAID LOT 335;

THENCE N63°25'15"E 171.00 FEET;

THENCE S19°42'03"E 123.64 FEET TO THE SOUTHERLY LINE OF SAID LOT 335;

THENCE N84°19'15"E 69.00 FEET ON THE SOUTHERLY LINE OF SAID LOT 335 TO THE POINT OF BEGINNING.

TOGETHER WITH

PART OF LOT 347, TOGETHER WITH PART OF LOTS 349 THRU 363, INCLUSIVE, TOGETHER WITH PART OF LOTS 367, 368, 369, 370, 373 AND 374, ALL IN THE GROVE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID LOT 374;

THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID THE GROVE ON THE FOLLOWING DESCRIBED 18 COURSES;

THENCE S05°45'37"E (ASSUMED BEARING) 200.00 FEET;

THENCE S39°22'29"W 65.00 FEET;

THENCE S59°06'54"W 121.06 FEET;

THENCE S39°14'30"W 180.00 FEET;

THENCE S03°33'42"E 81.38 FEET;

THENCE S15°15'17"E 91.77 FEET;

THENCE S30°37'33"W 66.75 FEET;

THENCE S54°38'49"W 91.94 FEET;

THENCE S30°50'49"W 73.33 FEET;

THENCE S51°21'51"W 71.87 FEET;

THENCE S76°41'46"W 47.77 FEET;

THENCE N48°24'52"W 70.00 FEET;

THENCE S62°15'13"W 120.00 FEET;

THENCE S31°26'57"W 156.37 FEET;

THENCE S70°57'25"W 358.38 FEET;

THENCE N56°10'47"W 81.93 FEET;

THENCE N38°41'18"W 65.66 FEET;

THENCE S54°55'00"W 98.00 FEET;

THENCE S52°57'18"E 141.85 FEET;

THENCE S73°46'43"E 117.37 FEET;

THENCE N76°31'56"E 112.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 351, SAID POINT BEING 98.00 FEET FROM THE NE CORNER OF SAID LOT 351;

THENCE N65°07'57"E 250.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 355, SAID POINT BEING 72.00 FEET FROM THE NE CORNER OF SAID LOT 355;

THENCE N61°57'37"E 361.36 FEET;

THENCE N48°35'06"E 246.19 FEET;

THENCE N22°09'28"E 87.34 FEET;

THENCE N12°29'51"W 164.42 FEET;

THENCE N37°07'52"E 86.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 368, SAID POINT BEING 75.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 368;

THENCE N53°16'10"E 233.66 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 373, SAID POINT BEING 6.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 373;

THENCE N16°02'40"E 9.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 373, SAID POINT BEING 6.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 373;

THENCE N09°13'51"E 78.90 FEET;

THENCE N05°45'37"W 175.00 FEET;

THENCE N16°31'33"E 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 374;

THENCE S85°13'19"W 79.60 FEET ON THE NORTHERLY LINE OF SAID LOT 374 TO THE POINT OF BEGINNING.

EXHIBIT "A"

SHEET 2 OF 2

**ADDITIONAL SIGNATURE PAGE FOR
SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

The undersigned owners of the following described real estate:

Lot 338, in THE GROVE, a Subdivision, as surveyed, platted and recorded,
in Douglas County, Nebraska

request that said property be included in, and agree to be bound by the terms and conditions of the foregoing SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE to which this signature page has been attached and any amendments, modifications, or supplements thereto or to the Declaration described therein.

Tamara S. Vanderwilt

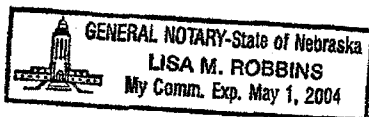
Tamara S. Vanderwilt

Michael T. Vanderwilt

Michael T. Vanderwilt

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of April, 2003, by TAMARA S. VANDERWILT and MICHAEL T. VANDERWILT.



Lisa M. Robbins

Notary Public

**ADDITIONAL SIGNATURE PAGE FOR
SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

The undersigned owners of the following described real estate:

Lot 368, in THE GROVE, a Subdivision, as surveyed, platted and recorded,
in Douglas County, Nebraska

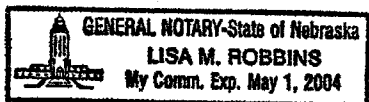
request that said property be included in, and agree to be bound by the terms and
conditions of the foregoing SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE to which this
signature page has been attached and any amendments, modifications, or supplements
thereto or to the Declaration described therein.

Wayne H. Williams
Wayne H. Williams

Donna R. Williams
Donna R. Williams

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of
April, 2003, by WAYNE H. WILLIAMS and DONNA R. WILLIAMS, husband
and wife.



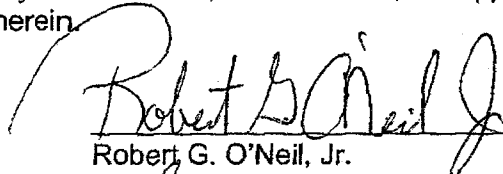
Lisa M. Robbins
Notary Public

**ADDITIONAL SIGNATURE PAGE FOR
SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

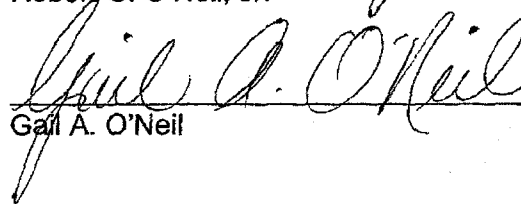
The undersigned owners of the following described real estate:

Lot 374, in THE GROVE, a Subdivision, as surveyed, platted and recorded,
in Douglas County, Nebraska

request that said property be included in, and agree to be bound by the terms and conditions of the foregoing SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE to which this signature page has been attached and any amendments, modifications, or supplements thereto or to the Declaration described therein.



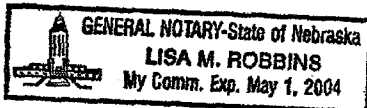
Robert G. O'Neil, Jr.

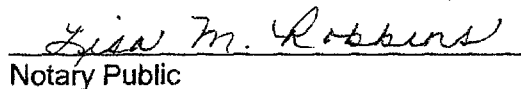


Gail A. O'Neil

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of April, 2003, by ROBERT G. O'NEIL, JR. and GAIL A. O'NEIL, husband and wife.





Notary Public

**ADDITIONAL SIGNATURE PAGE FOR
SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

The undersigned owners of the following described real estate:

Lot 377, in THE GROVE, a Subdivision, as surveyed, platted and recorded,
in Douglas County, Nebraska

request that said property be included in, and agree to be bound by the terms and conditions of the foregoing SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE to which this signature page has been attached and any amendments, modifications, or supplements thereto or to the Declaration described therein.



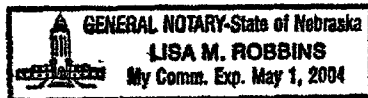
Scott D. Seaman

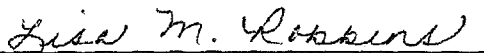


Michele R. Seaman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of April, 2003, by SCOTT D. SEAMAN and MICHELE R. SEAMAN, husband and wife.





Notary Public

**ADDITIONAL SIGNATURE PAGE FOR
SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

The undersigned owners of the following described real estate:

Lot 423, in THE GROVE, a Subdivision, as surveyed, platted and recorded,
in Douglas County, Nebraska

request that said property be included in, and agree to be bound by the terms and conditions of the foregoing SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE to which this signature page has been attached and any amendments, modifications, or supplements thereto or to the Declaration described therein.



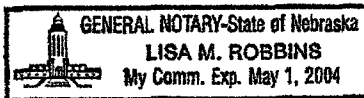
Dean B. Kent

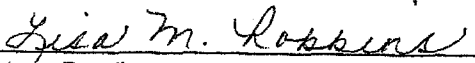


Jessica A. Kent

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of April, 2003, by DEAN B. KENT and JESSICA A. KENT, husband and wife.





Notary Public



MISC 2003115343

RICHARD N. JANESH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



JUN 17 2003 15:58 P 3

RECEIVED

After recording, please return to:

James F. Kasher, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

misc
13
225

FEE	<i>127.50</i>	FB	<i>OC-14521</i>
BKP		C/O	<i>COMP</i>
DEL		SCAN	<i>CR</i>

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on March 13, 2000, in Misc. Book 1330 at Pages 255 through 266, inclusive, and which governs Lots 1 through 101, inclusive, Lots 196, 197, and 198, and Outlots B through E, inclusive, in The Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 17, 2001, in Misc. Book 1382 at Pages 206 through 207, inclusive, and which governs Lots 282 through 331, inclusive, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "Second Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on

143939

May 2, 2003, in Misc. Book 1514 at Pages 374 through 386, inclusive, and which governs Lots 334 through 340, inclusive, and Lots 343 through 444, inclusive, and Lots 1 and 2 in Replat 4, and Outlots Z, AA, BB and CC, all in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 447 through 668, inclusive, and Outlots DD, EE and FF, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties; and

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. In accordance with the terms of the Declaration, all of those time periods stated in the introductory paragraphs of the Declaration, as applicable under the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration and this Third Amendment to Declaration shall be deemed to begin as of the filing date of this Third Amendment. It is the intent hereof that the time periods covering the Declaration and all of the Amendments thereto shall be the same, allowing for continuity among all of the Lots covered thereby.

FURTHER, the Declaration at Article I, Section 7 shall be amended to include the following Outlots:

- Outlot DD: Common facilities for path, sidewalk and/or green areas;
- Outlot EE: Common facilities for path, sidewalk and/or green areas;
- Outlot FF: Common facilities for path, sidewalk and/or green areas.

FURTHER, the Declaration at Article V, Section 2 shall be amended to include the following sentence:

The standard fence for any outside perimeter lot line of any Lot shall be six (6) feet tall natural wood cedar board on board, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV."

In all other respects, the Declaration heretofore executed, and all Amendments thereto, are hereby ratified and confirmed in their original form.

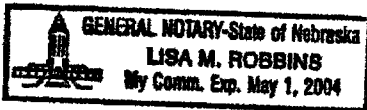
IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 27 day of May, 2003.

ONE NINETY-TWO, LLC,
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of May, 2003, by JOHN C. CZERWINSKI, JR., Manager of One Ninety-Two, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa M. Robbins
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Third Amendment To Declaration of Covenants, Conditions and Restrictions For The Grove with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 9th day of June, 2003.

Attest:

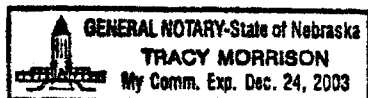
[Signature]
Secretary

FIRST NATIONAL BANK OF OMAHA, N.A.

By: [Signature]
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2003, by ROBERT J. HOBEK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



[Signature]
Notary Public



MISC 2005155229



DEC 09 2005 08:34 P 4

misc

4 FEE 310.50 FB See attached sheets


B *581* BKP _____ C/O _____ COMP *g*

DECL _____ SPAN _____ FV _____

After recording, please return to:

James F. Kasher, Esq.
 CROKER, HUCK, KASHER, DeWITT,
 ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1250
 Omaha, NE 68124

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/9/2005 08:34:24.84



2005155229

**FOURTH AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR THE GROVE, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on March 13, 2000, in Misc. Book 1330 at Pages 255 through 266, inclusive, and which governs Lots 1 through 21, inclusive, Lots 23-28, inclusive, Lots 31-101, inclusive, Lot 3 in Replat 3, Lot 1 in Replat 1, Lots 196, 197, and 198, and Outlots B through E, inclusive, in The Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 17, 2001, in Misc. Book 1382 at Pages 206 through 207, inclusive, and which governs Lots 282 through 331, inclusive, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in

Douglas County, Nebraska (the "Second Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 2, 2003, in Misc. Book 1514 at Pages 374 through 386, inclusive, and which governs Lots 334 through 340, inclusive, and Lots 343 through 346, inclusive, 349 through 444, inclusive, Lots 1 and 2 in Replat 5 and Lots 1 and 2 in Replat 4, and Outlots Z, AA, BB and CC, all in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions for The Grove, a subdivision in Douglas County, Nebraska (the "Third Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on June 17, 2003 in Instrument 2003115343 and which governs Lots 447 through 668, inclusive and Outlots DD, EE and FF, all in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 1 through 80, inclusive, and Outlots A, B, C and D in Replat 6, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties; and

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. In accordance with the terms of the Declaration, all of those time periods stated in the introductory paragraphs of the Declaration, as applicable under the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration and this Fourth Amendment to Declaration shall be deemed to begin as of the filing date of this Fourth Amendment. It is the intent hereof that the time periods covering the Declaration and all of the Amendments thereto shall be the same, allowing for continuity among all of the Lots covered thereby.

FURTHER, the Declaration at Article I, Section 7 shall be amended to include the following Outlots:

Outlot A:	Common facilities for path, sidewalk and/or green areas;
Outlot B:	Common facilities for path, sidewalk and/or green areas;
Outlot C:	Common facilities for path, sidewalk and/or green areas;

Outlot D: Common facilities for path, sidewalk and/or green areas.

In addition, under Section 1 of Article IV of the Architectural Control of the Declaration, Declarant adds mailboxes to the list of external improvements that require express prior written approval of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

ONE NINETY-TWO, LLC,
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of One Ninety-Two, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Fourth Amendment To Declaration of Covenants, Conditions and Restrictions For The Grove with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 27th day of June, 2005.

FIRST NATIONAL BANK OF OMAHA, N.A.

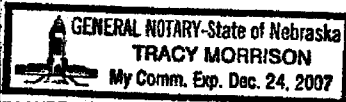
Attest:

By: Robert J. Hawk
Its: Vice President

Simon W. Musig
Secretary J.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HAWK, Vice President of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



Tracy Morrison
Notary Public

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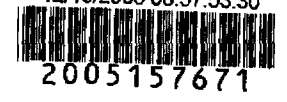


MISC 2005157671



DEC 15 2005 08:57 P 2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/15/2005 08:57:53.30



2005157671

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Y *Misc* *52.00* *OC-14529*
FEE _____ FB _____
BKP _____ CO _____ CCMP _____
DCL _____ SPT _____ PV _____

**FIRST AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAS AT THE GROVE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by ONE NINETY-TWO, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Restated Declaration of Covenants, Conditions and Restrictions for The Villas at the Grove, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on February 13, 2002, in Misc. Book 1423 at Pages 652 through 664, inclusive, and which governs Lots 1 through 91, inclusive, and Outlots A through G, inclusive, in The Villas at the Grove, a cluster subdivision and Lots 206 through 281, inclusive, and Outlots M through Y, inclusive, in The Grove, subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 5 of the Declaration, Declarant has the right and is hereby amending the Declaration; and

NOW THEREFORE, Declarant desires to amend the Declaration and hereby removes the following Lots hereinafter referred to as the "Properties" from the Declaration:

Lots 206 through 281, inclusive, and Outlots M through Y, inclusive, in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

The Properties shall be replatted as part of Lots 1-80, inclusive, and Outlots A through D, inclusive, in Replat 6 in The Grove, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska. The Properties, as replatted, will be larger in size and shall be governed by the Fourth Amendment to

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Declaration of Covenants, Conditions and Restrictions for The Grove subdivision. The Properties will remain restricted to single family residential purposes, except that the Outlots will be used for common areas.

NOW THEREFORE, Declarant hereby declares that all of the Properties now being removed from the Declaration shall be released from all rights and obligations set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

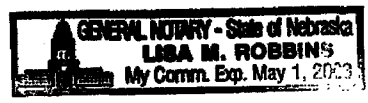
ONE NINETY-TWO, LLC,
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of One Ninety-Two, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public



00261283.WPD