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SECOND AMENDED DECLARATION
AND RELEASE

THIS SECOND AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners as of the date hereof of in excess of eighty per cent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive of The Meadows Replat III, a replat of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat II, a replat of Lot 7, The Meadows; All of Meadows Replat IV, a replat of Lot 5, The Meadows, subdivisions, in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain of the undersigned, executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, since the date of execution of Declaration, Supplementary Declaration and Amended Declaration, certain economic and market changes have occurred which make it impractical to anticipate development of certain of the area in the manner consistent with the intent of said Declaration, Supplementary Declaration and Amended Declaration; and

WHEREAS, the undersigned agree that it is in the best interests of promoting the development of all the first above described real estate that certain of said real estate be released from the Declaration, Supplementary Declaration and Amended Declaration, as executed and ratified, and that a Declaration be executed with respect to the remainder of said real estate for the purpose of protecting the value and desirability of all of said real estate; and

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by eighty per cent (80%)

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or more of the Lot owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of eighty per cent (80%) of the lots subject to said Declaration, and it is the desire of Declarant to make certain amendments to said Declaration and to release from said Declaration certain of the above real estate.

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

A. RELEASE

That the Declaration, the Supplementary Declaration, the Amended Declaration, and any other protective covenants, easements, restrictions and conditions heretofore existing be waived and discharged as to all of the real estate first described above, except, however, that said Declaration as amended hereinafter shall continue to apply to all the real estate described in Article I, Section 3 of Part B of this Second Amended Declaration and Release.

B. AMENDMENTS

That the owners of the real estate described hereinbelow in Article I, Section 3 hereof do hereby amend the Declaration, the Supplementary Declaration and the Amended Declaration to the effect that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of the easements, restrictions, covenants and conditions contained in the Declaration, Supplementary Declaration and Amended Declaration, and that the following easements, restrictions, covenants and conditions instead be applied to the real estate described in Article I, Section 3 hereof:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit association.

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

Section 3. "Properties" shall mean and refer to that certain real estate located in Sarpy County, Nebraska, and legally described as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 2, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat

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of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86, The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9 Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska.

Any description of the Properties other than those described in this Article I, Section 3 heretofore subject to certain

covenants by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants, as above described, is hereby waived and discharged, it being the intention that the property described immediately hereinabove is the only property subject to the covenants herein contained.

Section 4. "Common Area" shall mean all of that portion of the Properties which is described and drawn on Exhibits "A" through "E" attached hereto and incorporated herein by this reference. The Common Area is subject to an easement for the common use and enjoyment of all Owners. Any description of Common Area not included in Exhibits "A" through "E" heretofore existing on any of the real estate first described above by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants as hereinabove referred to is hereby waived and discharged.

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

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

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class members has been recorded agreeing to such dedication or transfer, and

unless written notice of the proposed action is sent to every Owner not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowners' use and reasonable access to the recreational facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(d) the right of the Association to limit the number of guests of Owners on recreational facilities;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, guests or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant will convey fee simple title to the Common Area described as Lot 61, The Meadows Replat, a Replat of Lot 9, The Meadows, as surveyed, platted and recorded, to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

(b) "Declarant Members" shall be the Declarant and its assigns. The Declarant Member, or its successors, shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership on the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, whether each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or changes for the purposes hereinafter set forth in Section 2 hereof; and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment, or any work covered by Article IX(b). In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or upon any dwelling or any Lot in the Properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

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Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Maximum Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot, per month.

(a) From and after January 1, 1975, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray, in whole or in part, any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy, with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot until the said assessment shall be paid in full.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all Lots on January 1, 1975. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such,

notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expenses of its own attorneys and witness fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the 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 for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the Properties; or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the Properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the Properties. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties; provided that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried 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.

Section 6. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used other than for human habitation, temporary or permanent, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained 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 the construction and sale of 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

they deem necessary for the purposes of selling, renting or leasing the Properties.

ARTICLE VIII

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration.

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

(a) To keep the buildings on said Lot insured in a company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty per cent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.

(b) If a building on any lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any 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

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order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for the term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a class of Resident Members who do not enjoy an equal vote with the Declarant membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and Amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 29th day of May, 1976.

LOTS LOCATED IN MEADOWS
REPLAT, A REPLAT OF LOT
9, THE MEADOWS SUBDIVI-
SION IN SARPY COUNTY,
NEBRASKA

Lot 1

Larry Palmer
husband and wife

Karen B. Palmer

Lot 2

Frank M. Kozie
husband and wife

Linda M. Kozie

Lot 3

Lot 4

Will M. Fickel
a single person

Lot 5

William L. Fittell
husband and wife

John Fittell

Lot 6

Lot 7

Mark Brown
husband and wife

Mary R. Brown

Lot 8

See
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for map

William L. Fittell
husband and wife

John Fittell

Lot 9

John Thomas
husband and wife

Sara M. Thomas

Lot 10

Lot 11

Lot 12

Cheryl Kay Thomsen
a single person

Lot 13

Joel K. Burnham
a single person

Lot 14

Richard M. Carroll
husband and wife

M. Charlotte Carroll

Lot 15

Paul P. H.
husband and wife

Melody A. H.

Lot 16

R. S. Ostrom
husband and wife

Patsy J. Ostrom

Lot 17

John W. Lind
husband and wife

Cheryl L. Frisch

Lot 18

Lot 19

Patti E. Bell
a single person

Lot 20

Richard E. Bolin
husband and wife

Brenda J. Bolin

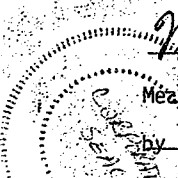
Lot 21

Nancy Abraham
a single person

Lot 22

Meadows Development Company
President

Lot 23



Lot 24

Patricia J. Rindone Edgardo A. Rindone
husband and wife

Lot 25

John A. Brennan
a single person

Lot 26

Lot 27

Georgy P. Phillips Carol Phillips
husband and wife
Meadows Development Company

Lot 28

by: [Signature]
President

Lot 29

Donna Jean Tom Becky J. Tom
husband and wife

Lot 30

Paul B. Knutson Debra J. Knutson
husband and wife

Lot 31

Raymond J. Cunningham Lisa S. Cunningham
husband and wife

Lot 32

George J. Knacke Sandy Knacke
husband and wife
Meadows Development Company

Lot 33

by: [Signature]
President

Lot 34

Robert J. Baumgartner
a single person

Lot 35

Donald C. McPherson Atty in fact for Life Insurance Co.

Lot 36

Donald L. Hill
a single person
Meadows Development Company

Lot 37

by: [Signature]
President

Lot 38

David M. Ernst
a single person

Lot 39

James O. Harris Jr.
a single person

Lot 40

George Hartmann
a single person

Lot 41

Lot 42

James J. Working Debra S. Working
husband and wife

Lot 43

Lot 44

Meadows Development Company

by

President

Lot 45

John C. Courtney
a single person

Lot 46

Edward McNeil Laura K. McNeil
husband and wife

Lot 47

Meadows Development Company

by

President

Lot 48

Meadows Development Company

by

President

Lot 49

Lot 50

Meadows Development Company

by

President

Lot 51

James E. Buttner Daria Buttner
husband and wife

Lot 52

Terry D. Newfind Trudy Newfind
husband and wife

Lot 53

George M. Leach Patricia A. Leach
a single person

Lot 54

Pamela S. Earl Stephen A. Earl
a single person

Lot 55

Larry D. Chick
a single person

Lot 56

Meadows Development Company

by

President

Lot 57

Meadows Development Company

by

President

Lot 58

Darcy Thomas Ken Thomas
husband and wife

Lot 59

Meadows Development Company

by

President

Lot 60

49-2810

LOTS LOCATED IN MEADOWS
REPLAT II, A REPLAT OF
LOT 7, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

Charles A. Dahlbeck
husband and wife
Viking Construction, Inc.

Barbara A. Dahlbeck

Lot 14

by Charles A. Dahlbeck
President
Viking Construction, Inc.

Lot 15

Andal L. Carpenter
husband and wife

Charlotte A. Carpenter

Lot 16

James Neuhaus
husband and wife
Viking Construction, Inc.

Marion L. Neuhaus

Lot 17

by Charles A. Dahlbeck
President
Viking Construction, Inc.

Lot 51

Charles A. Dahlbeck
President

Lot 52

Lynette E. Johnson
husband and wife

Barbara K. Johnson

Lot 53

George M. Reig
husband and wife

Margaret W. Reig

Lot 54

Pamela S. Orr
husband and wife

Gary C. Orr

Lot 55

LOT LOCATED IN MEADOWS
REPLAT III, a REPLAT OF
LOT 6, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

J. Thompson
husband and wife

Krista Hough

Lot 1

Lot 2

Lot 3

Robert H. Burns Jr.
husband and wife

Ann L. Burns

Lot 4

John A. Hart
husband and wife

Pat Hart

Lot 5

Joseph L. Green
husband and wife

Quendolyn V. Green

Lot 6

Mark D. Lohse

a single person
Galaxy Construction Company

by [Signature] Secretary

Lot 7

Lot 8, 11, 12, 13, 14,
15, and 16, 17 through
104, inclusive

Charles H. Koppin Sarah A. Koppin

a single person

Lot 9

Shirley H. Howerter E. Landis L. Howerter
husband and wife

Lot 10

LOT LOCATED IN MEADOWS
REPLAT IV, A REPLAT OF
LOT 5, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

Harold Hender Patricia Hender
husband and wife

Lot 49

M. G. Stricklett Suzanne K. Stricklett
husband and wife

Lot 50

Dr. Lynn Stewart LeRoy Stewart
husband and wife

Lot 53

Glenn F. Fetherston Carla C. Fetherston
husband and wife

Lot 54

Porter Construction Company

by [Signature] Secretary

Lot 48, 51, 52, & 55

Galaxy Construction Company

by [Signature] Secretary
Meadows Development Company

by [Signature] President

Lots 17 through 104, inclusive, The Meadows
Replat III, a Replat of Lot 6, The Meadows.

Lots 1 through 13, inclusive, Lots 13
through 50, inclusive, and Lots 56
through 91, inclusive, of Meadows Replat II,
a Replat of Lot 7, The Meadows.

hnd

STATE OF NEBRASKA)
) as
 COUNTY OF DOUGLAS)

Before me, a notary public for said county and state Larry W. and Karen B. Palmer, Frank M. and Linda M. Korgie, Violot M. Fickel, William L. and JoAnn Tuttle, Mark J. and Marie R. Brown, William E. and Alice Giehm, John E. and Sara M. Thomas, Cheryl Kay Thomsen, Joel K. Burnham, Richard M. and M. Charlotte Carroll, David P. and Melody A. Henn, R. E. and Patsy J. Stannard, Steven W. and Cheryl L. Frisch, Patti E. Gibb, Richard E. and Brenda J. Boline, Nancy Abraham, Patricia J. and Edigio A. Rindone, Joyce A. Beernick, George W. and Carol Phillips, Lon Lemon, DVM and Becky J. Lemon, Paul B. and Debra J. Knutson, Raymond V. and Lois S. Cunningham, George F. and Sandy Knockenhauer, Rose Marie Baumgarten, Donald C. McCroden, Attorney-in-fact for Life Investors Co., Donald L. Hill, David N. Ernst, James O. Norris, Jr., Georga Heitmann, Lawson J. and Debra S. Weihing, John T. Courtney, Edward and Linda K. O'Neill, James E. And Daria Buettner, Terry S. and Trudy Neufind, Patricia A. Jestes, Stephen A. Earl, Larry H. Schirck, Ken and Nancy Thomas, Charles W. and Barbara A. Satchell, Michael R. and Charlotte A. Carpenter, Gary and Marinell Neuhaus, Rupert E. and Barbara K. Johnson, George M. and Margaret W. Reigle, Pamela S. and Gary C. Orr, J. Lane and Kris Hough, Robert I. Burns, Jr., and Ann L. Burns, John W. and Pat Hart, Joseph L. and Gwendolyn V. Green, Mark D. Lohse, John A. and Dorothea A. Rupiper, Floyd J. and Claudia L. Howerton, Gerald and Patricia Herndon, M. G. and Suzanne K. Strickleit, William Lynn and Sydney J. Stewart, Glenn F. and Karla C. Thomsen, Joel M. Katleman, President of Meadows Development Company, David J. Rak, secretary of Galaxy Construction Company, Merrill Porter, President of Porter Construction Company, and Eric Dahlbeck, President of Viking Construction, Inc., personally acknowledged their execution of the foregoing instrument to be their voluntary act and deed.

Dated this 27 day of May, 1976

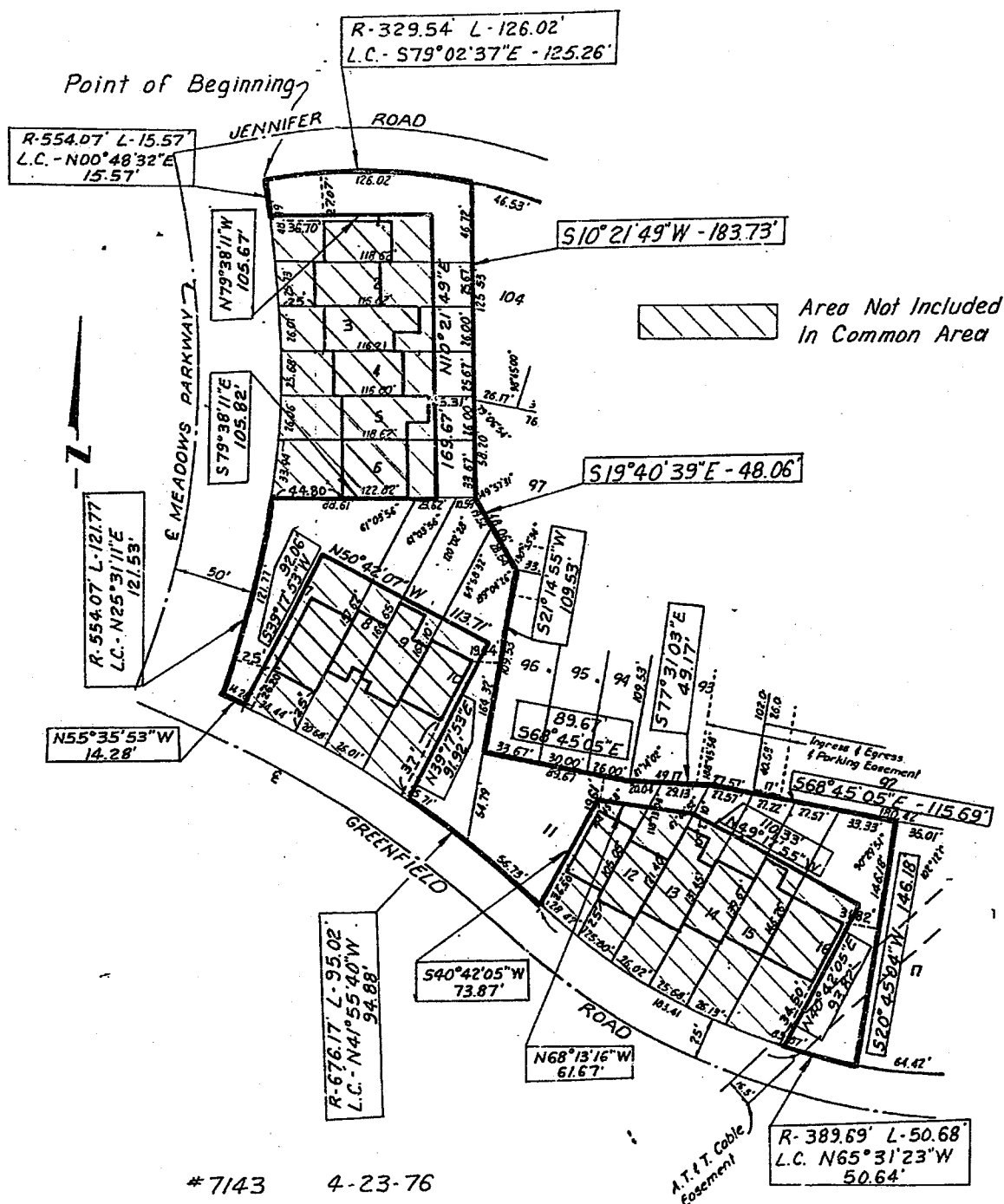


DIANA L. ORR
 General Notary-State of Nebr.
 My Commission Expires
 May 24, 1979

Diana L. Orr
 Notary Public

THE MEADOWS COMMON AREA

See Attached Sheet For Legal Description.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

44-2813
EXHIBIT "A" PAGE 2

A part of Lots 1 thru 16, inclusive, The Meadows Replat III, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

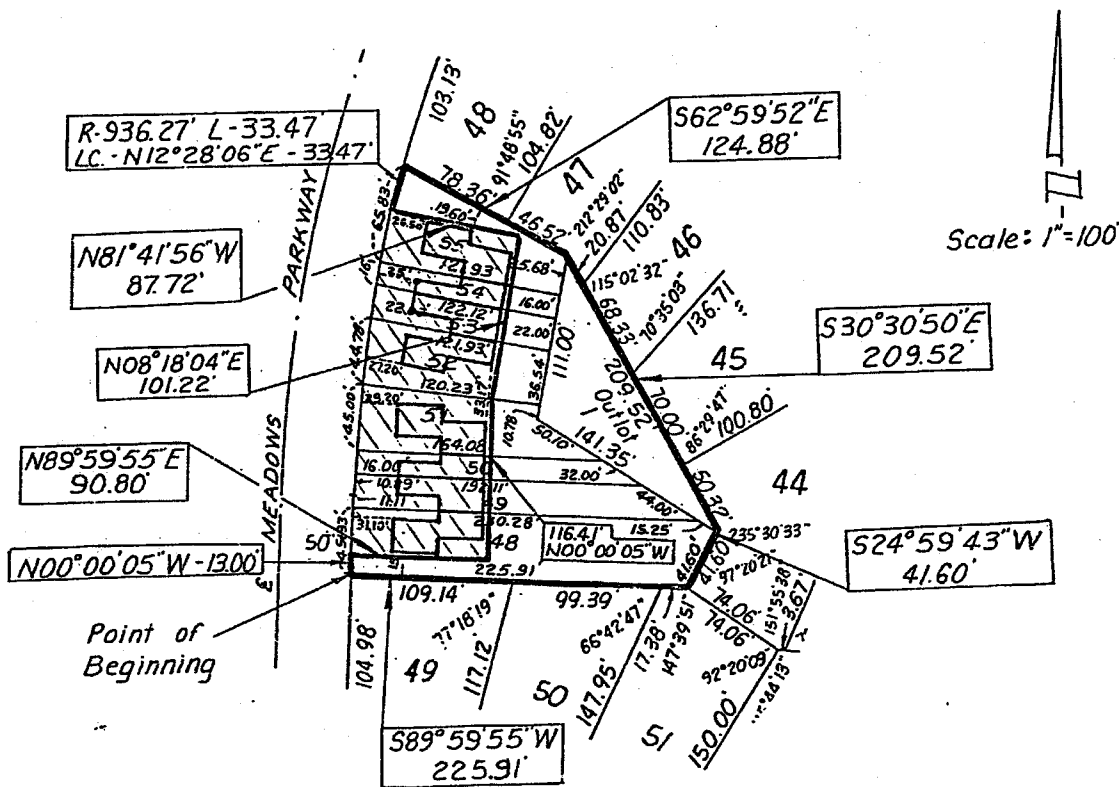
Beginning at the point of intersection of the Easterly right-of-way line of Meadows Parkway and the Southerly right-of-way line of Jennifer Road, said point also being the Northwesterly corner of said Lot 1, The Meadows Replat III; thence Southeasterly, along said Southerly right-of-way line of Jennifer Road, on a curve to the right with a radius of 329.54 feet a distance of 126.02 feet, said curve having a long chord which bears S79°02'37"E a distance of 125.26 feet to the North-easterly corner of said Lot 1, The Meadows Replat III; thence S10°21'49"W, along the Easterly line of said Lots 1 thru 6, inclusive, The Meadows Replat III, a distance of 183.73 feet to the Southeasterly corner of said Lot 6, The Meadows Replat III; thence S19°40'39"E, along the Southwesterly line of Lot 97, The Meadows Replat III, a distance of 48.06 feet to the Northwesterly corner of Lot 96, The Meadows Replat III; thence S21°14'55"W, along the Westerly line of said Lot 96, The Meadows Replat III, a distance of 109.53 feet to the Southwesterly corner of said Lot 96, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 11, The Meadows Replat III, a distance of 89.67 feet to the South-easterly corner of Lot 94, The Meadows Replat III; thence S77°31'03"E, along the Southerly line of Lot 93, The Meadows Replat III, a distance of 49.17 feet to the Northeast-erly corner of said Lot 12, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 13 thru 16, inclusive, The Meadows Replat III, a distance of 115.69 feet to the Northeast-erly corner of said Lot 16, The Meadows Replat III; thence S20°45'04"W, along the Easterly line of said Lot 16, The Meadows Replat III, a distance of 146.18 feet to a point on the Northeast-erly right-of-way line of Greenfield Road, said point also being the Southeast-erly corner of said Lot 16, The Meadows Replat III; thence Northwesterly, along said Northeast-erly right-of-way line of Greenfield Road, on a curve to the right with a radius of 389.69 feet a distance of 50.68 feet, said curve having a long chord which bears N65°31'23"W a distance of 50.64 feet; thence N40°42'05"E a distance of 93.82 feet; thence N49°17'55"W a distance of 110.33 feet; thence N68°13'16"W a distance of 61.67 feet; thence S40°42'05"W a distance of 73.87 feet to a point on said Northeast-erly right-of-way line of Greenfield Road; thence Northwesterly, along said Northeast-erly right-of-way line of Greenfield Road, on a curve to the left with a radius of 676.17 feet a distance of 95.02 feet, said curve having a long chord which bears N41°55'40"W a distance of 94.88 feet; thence N39°17'53"E a distance of 91.92 feet; thence N50°42'07"W a distance of 113.71 feet; thence S39°17'53"W a distance of 92.06 feet to the point on said Northeast-erly right-of-way line of Greenfield Road; thence N55°35'53"W, along said Northeast-erly right-of-way line of Greenfield Road, a distance of 14.28 feet to the point of intersection of said Northeast-erly right-of-way line of Greenfield Road and said Easterly right-of-way line of Meadows Parkway; thence Northeast-erly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 121.77 feet, said curve having a long chord which bears N25°31'11"E a distance of 121.53 feet to the South-westerly corner of said Lot 6, The Meadows Replat III; thence S79°38'11"E, along the Southerly line of said Lot 6, The Meadows Replat III, a distance of 105.82 feet; thence N10°21'49"E a distance of 169.67 feet; thence N79°38'11"W a distance of 105.67 feet to a point on said Easterly right-of-way line of Meadows Parkway; thence North-erly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 15.57 feet, said curve having a long chord which bears N00°48'32"E a distance of 15.57 feet to the Point of Beginning.

EXHIBIT "B" 49-281T

LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

A part of Lots 48 thru 55, inclusive, The Meadows Replat IV, and all of Outlot 1, The Meadows Replat VI, said subdivision being located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 48, The Meadows Replat IV; thence N00°00'05"W (assumed bearing), along the Easterly right-of-way line of Meadows Parkway, a distance of 13.00 feet; thence N89°59'55"E a distance of 90.80 feet; thence N00°00'05"W a distance of 116.41 feet; thence N08°18'04"E a distance of 101.22 feet; thence N81°41'56"W a distance of 87.72 feet, to a point on said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the right with a radius of 936.27 feet a distance of 33.47 feet, said curve having a long chord which bears N12°28'06"E a distance of 33.47 feet, to the Northwestern corner of said Lot 55, The Meadows Replat IV; thence S62°59'52"E, along the Northerly line of said Lot 55, The Meadows Replat IV, a distance of 124.88 feet, to the Northeasterly corner of said Lot 55, The Meadows Replat IV; thence S30°30'50"E, along the Northeasterly line of said Outlot 1, The Meadows Replat VI, a distance of 209.52 feet to the Southeasterly corner of said Outlot 1, The Meadows Replat VI; thence S24°59'43"W, along the Easterly line of said Lot 48, The Meadows Replat IV, a distance of 41.60 feet to the Southeast corner of said Lot 48, The Meadows Replat IV; thence S89°59'55"W, along the South line of said Lot 48, The Meadows Replat IV, a distance of 225.91 feet to the Point of Beginning.

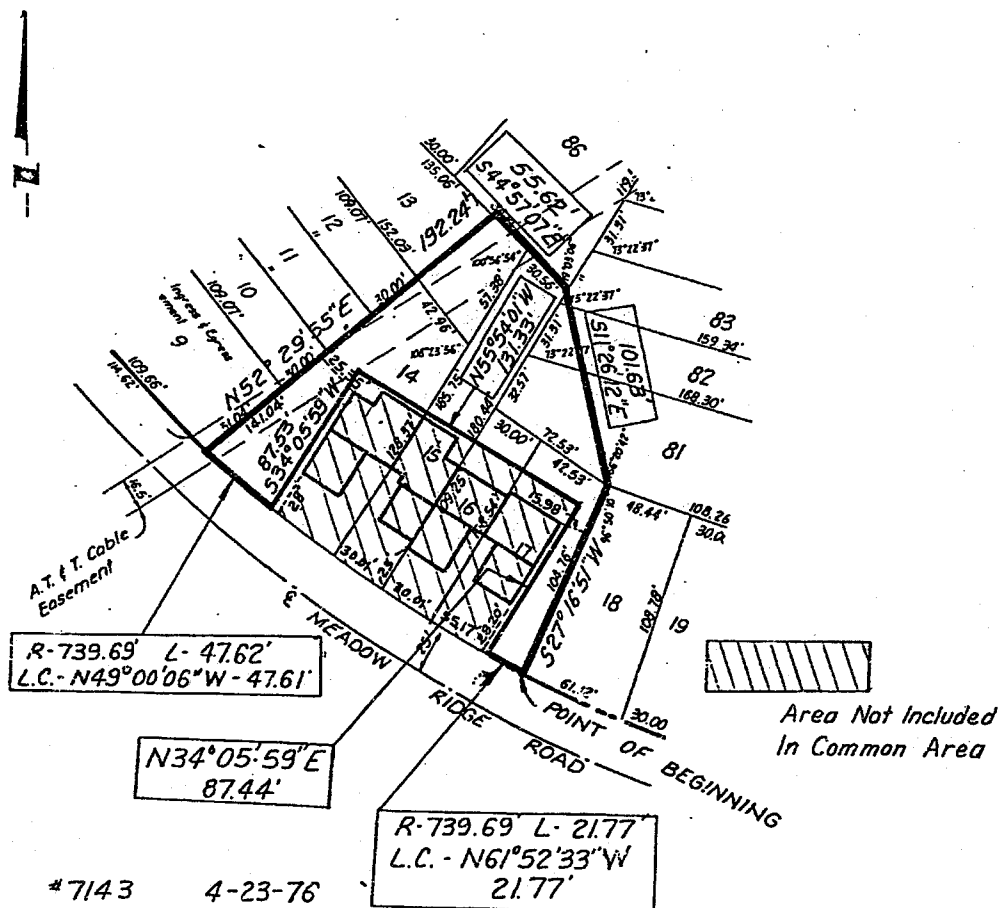


#7143

4-22-76

EXHIBIT "C"
49-221 V

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86. The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II; thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning.

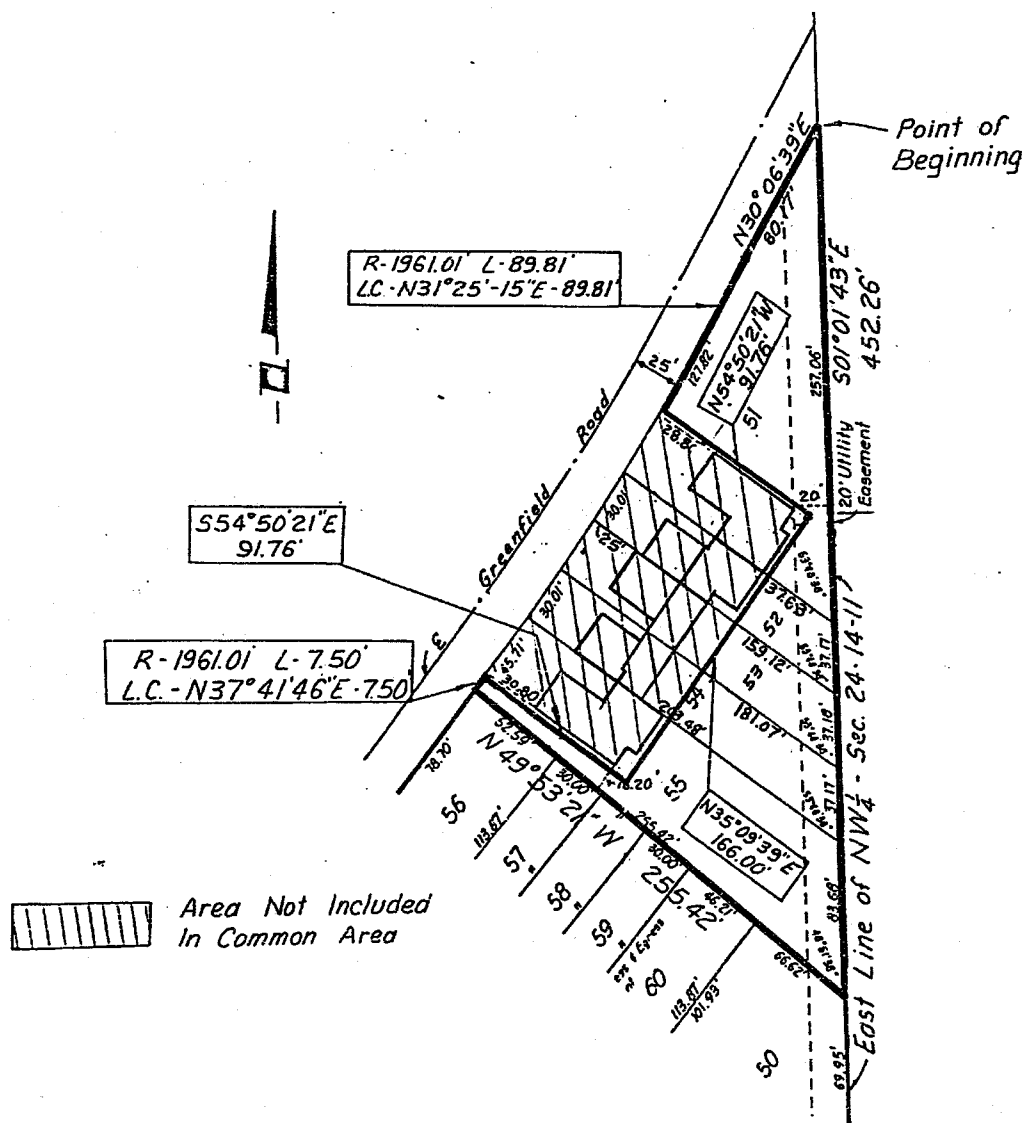


LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT D
4-281V

A part of Lots 51 thru 55, inclusive, The Meadows Replat II, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

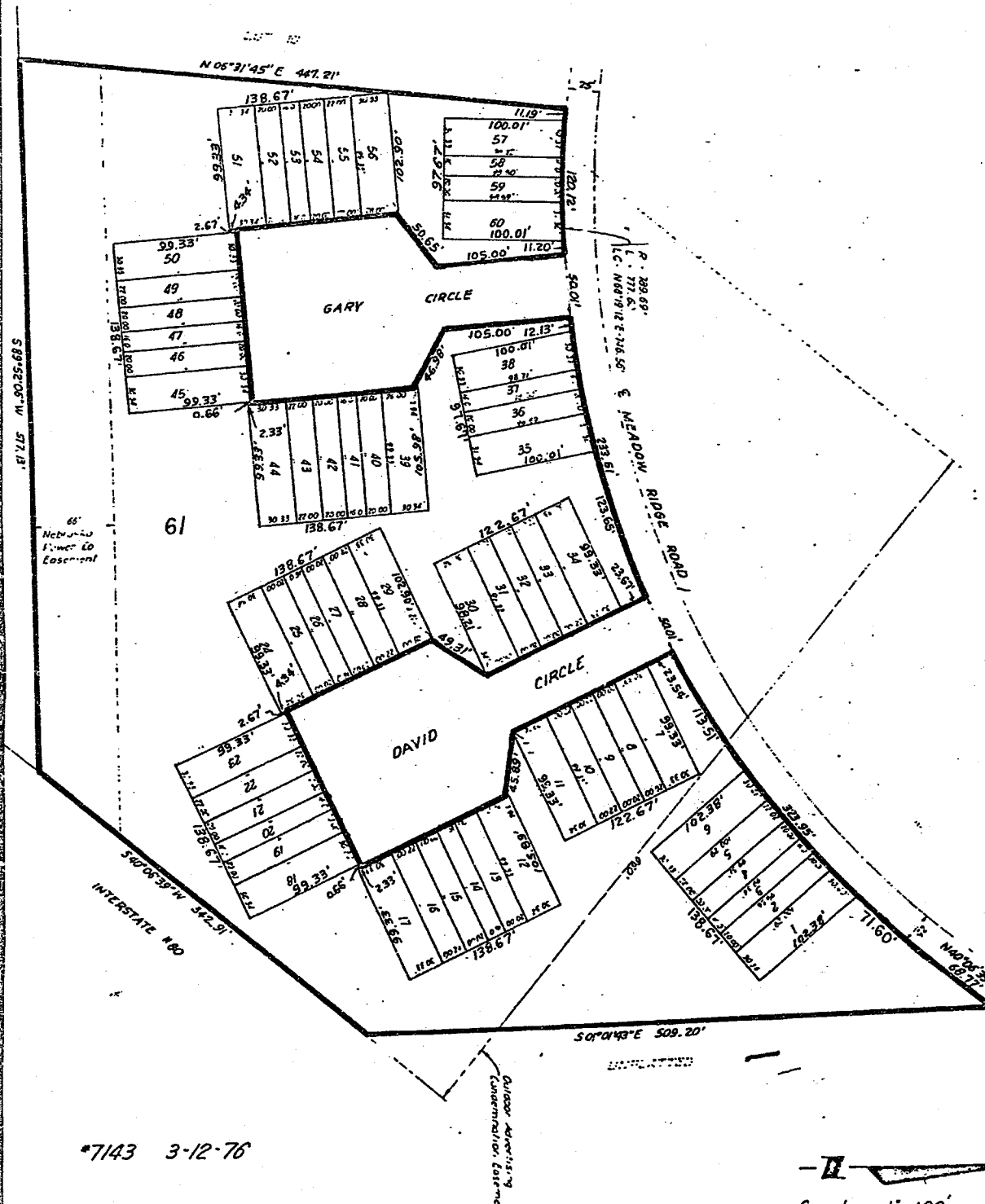
Beginning at the point of intersection of the East line of said NW 1/4 of Section 24 and the Southeasterly right-of-way line of Greenfield Road, said point also being the Northerly corner of said Lot 51, The Meadows Replat II; thence S01°01'43"E (assumed bearing), along said East line of the NW 1/4 of Section 24, a distance of 452.26 feet, to the Southerly corner of said Lot 55, The Meadows Replat II; thence N49°53'21"W, along the Southwesterly line of said Lot 55, The Meadows Replat II, a distance of 255.42 feet to a point on said Southeasterly right-of-way line of Greenfield Road; thence Northeasterly, along said Southeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 1961.01 feet a distance of 7.50 feet, said curve having a long chord which bears N37°41'46"E a distance of 7.50 feet; thence S54°50'21"E a distance of 91.76 feet; thence N35°09'39"E a distance of 166.00 feet; thence N54°50'21"W a distance of 91.76 feet, to a point on said Southeasterly rightofway line of Greenfield Road; thence, along said Southeasterly rightofway line of Greenfield Road on the following described courses; thence Northeasterly, on a curve to the left with a radius of 1961.01 feet a distance of 89.81 feet, said curve having a long chord which bears N31°25'15"E a distance of 89.81 feet; thence N30°06'39"E a distance of 80.17 feet, to the Point of Beginning.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT "E"
49-281W

All of Lot 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.



49 364

PROTECTIVE COVENANTS

The undersigned, hereinafter sometimes referred to as "subdivider", being all of the owners of the following described real estate located in Sarpy County, Nebraska, to-wit:

9

Lots 1 through 54, inclusive, The Meadows Replat VII, a Replat of Lots 17 through 104, inclusive, in The Meadows Replat III, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Lots 1 through 52, inclusive, The Meadows Replat VIII, a Replat of all of Lots 1 through 50, inclusive, all of Lots 56 through 80, inclusive, part of Lots 81, 82, 83 and all of Lots 84 through 91, inclusive, in The Meadows Replat II, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 7-1-76 AT 4:15p M. IN BOOK 49 OF Travis 41.50
PAGE 364 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB.

do hereby state, publish and declare that said real estate be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots described herein shall be known, described and used solely as residential lots and no structures shall be erected on any residential lots other than single-family dwellings, not to exceed two stories in height, excepting only public and parochial schools and publicly-owned and operated buildings and facilities, such as community centers, auditoriums, libraries, museums and fire stations.

2. No residential lot shall be resubdivided into a building plot of less than 5,000 square feet of area or a width of less than 50 feet at the building line and any resubdivided lot shall be limited to a one-family dwelling.

3. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds and undergrowth.

174-304

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be built or used as a residence. No trailer, recreational vehicle, mobile home or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of any lot.

5. Exterior surfaces of dwellings shall be colored or painted in subdued earth tones in harmony with the surrounding residential neighborhood.

6. No exterior television or radio antennas shall be permitted to be attached to any dwelling.

7. No signs shall be permitted other than for sale or rent signs, with a maximum size being 24 inches by 36 inches.

8. Any dwelling shall be completed on the exterior at least within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

9. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

10. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for commercial purposes.

11. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

49-3546

12. No residential structure placed on any lot shall be constructed with less than 900 square feet of finished living area, exclusive of porches, basements and garages. In addition, prior to December 31, 1978, no residential structure placed on any lot shall be constructed with less than 1,000 square feet of finished living area, exclusive of porches, basements and garages.

13. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling and one attached or in the basement garage unit for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than ten feet in width. Sidewalks of concrete material shall be built in front of each dwelling within the dedicated right-of-way adjacent to curb line and shall be completed on or before a Certificate of Occupancy is issued by Sarpy County Building Inspectors.

14. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles. No fences shall be erected forward of the front building line of the main residential structure on any lot.

15. No unused building material, junk or rubbish shall be left exposed on any of said lots, except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles or storage of any kind or junk or waste material.

16. These covenants shall run with the land and be binding upon all persons for a period of thirty-five (35) years from the date hereof.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

49-1-42

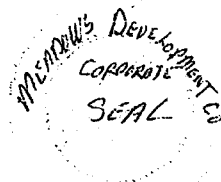
The right to enforce these covenants is hereby specifically given to any owner of property located within The Meadows subdivision, including, but not limited to, any "Owner" of any of the "Properties" described in Article I, Section 3 of Part B of the Second Amended Declaration and Release, dated May 27, 1976, and recorded in Book 49 of the Miscellaneous Records at Page 281, in the office of the Register of Deeds of Sarpy County, Nebraska.

18. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling. For the purpose of this paragraph, however, the term "basement" shall include garages of "garage-under" dwellings. Also for the purposes of this paragraph, the term "main floor" shall not include dwelling areas devoted to cantilever overhangs or slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date. It is the purpose and intent of this paragraph to forbid construction of dwelling houses partially with full basement areas and partially with "crawl spaces".

19. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

20. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and to their grantees, both immediate and remote, and their heirs, devisees, personal representatives, successors, assigns and grantees. These covenants shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots.

21. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future owner of property herein any liability, obligation or requirement to enforce these covenants.



MEADOWS DEVELOPMENT COMPANY

By

Joel M. Katleman
President

GALAXY CONSTRUCTION CO.

By

David J. Ral
Vice Pres.

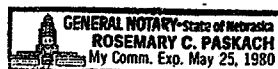
STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss

On this 1st day of July, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOEL M. KATLEMAN, president of Meadows Development Company, and David J. Ral, Vice President of Galaxy Construction Co., to me known to be the persons named in and who executed the foregoing Agreement and acknowledged that they executed the same as their voluntary act and deed.

Rosemary C. Paskach
Notary Public



My commission expires _____

