

J. J. Downing

REGISTER OF DEEDS, SARPY COUNTY, NE

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR WALDRUH (QUIET FOREST)

LOTS 1 THROUGH 24

THIS DECLARATION, made on the date hereinafter set forth by
WALDRUH, INC., a Nebraska Corporation, hereinafter referred to as
"Declarant":

WITNESSETH:

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

19, Outlots A, B, C, D & E, Inclusive
Lots 1 through ~~24, XXXXXXXXXXXX~~ in WALDRUH, an Addition to the
City of Bellevue, as surveyed, platted and recorded in Sarpy
County, Nebraska and all replats of WALDRUH thereof;

WHEREAS, the Declarant desires to create on the herein above
described real property a residential community with private streets,
improvements, permanent parks, open spaces, and other common facili-
ties for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of
the values and amenities in said community and for the maintenance
of said private streets, improvements, parks, open spaces,
and other common facilities, and to this end, desires to subject
The Properties to the covenants, restrictions, easements, charges and
liens, hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the
efficient preservation of the values and amenities in said
community, to create an agency to which should be delegated
and assigned the powers of maintaining, administering and
enforcing these covenants and restrictions and collecting and
disbursing the assessments and charges hereinafter created;
and

WHEREAS, Declarant has incorporated the WALDRUH
Homeowners Association, under the laws of the State of
Nebraska as a non-profit corporation, the purpose of which
shall be to exercise the functions aforesaid; and

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

NOW, THEREFORE, Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean a committee appointed by the Board of Directors of WALDRUH Homeowners Association, a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to the WALDRUH Homeowners Association, a Nebraska non-profit Association, its successors and assigns.

Section 3. "Common Properties" shall mean and refer to Lots 1 and 3, and any additional areas of land listed and declared to be Common Properties in any Supplemental Declaration filed by Declarant pursuant to Article II of the Declaration, and any improvements placed in said land. All Common Properties shall be devoted to the exclusive common use and enjoyment of the Owners of The Properties.

Section 4. "Declarant" shall mean and refer to WALDRUH, INC., its successors and assigns.

Section 5. "Living Unit" shall mean and refer to any building situated upon The Properties designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot or lots shown upon the recorded plat of The Properties, upon which a Living Unit shall be built, or is proposed to be built, with the exception of the "Common Properties". Any Supplemental Declaration hereinafter filed shall similarly reflect those Lots thereunder subject to this Declaration, or otherwise legally describe the real property to become subject to the Declaration.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted Lot which is a part of The Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "The Properties" shall mean and refer to all such properties as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II hereof, which shall initially consist of Lots 1 through 24 inclusive, in WALDRUH, and Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Section 10. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provision of Article II hereof which shall subject additional real estate to this Declaration.

Section 11. "Tree" shall mean and refer to any specie of tree larger than 2 inches in diameter at breast height.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Properties shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

The Association shall have the right at any time subsequent to the filing of this Declaration, to add, annex, and subject additional contiguous land in Sarpy County, Nebraska, to this Declaration by filing in the Office of the Register of Deeds of Sarpy County, a written instrument duly executed and acknowledged by the Association, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require the consent of its owner and a (2/3) vote of approval by of the membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and rights to the use of the Common Properties by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties, subject to any then existing ingress and egress require-

ments in connection therewith, to any public agency, non-profit corporation, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association and by persons holding mortgages on any portion of the Properties. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes 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, or its assigns, shall have the right at any time to use so much of the Common Properties 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 Owners use and reasonable access to the Common Properties, nor with their right of ingress or egress to their homes;

(c) the right of the Association to limit the number of guests of Owners on recreational facilities.

(d) the right of the Association to borrow money for the purpose of improving the Common Properties, adding facilities or improvements thereto, facilities and in aid thereof to mortgage said Common Properties and facilities, which mortgage shall be subordinate to the rights of the owners hereunder;

(e) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties by Members and by guests of Members;

(f) the right of the Association, through its Board of Directors, to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of the Common Properties for the welfare and common good of all Owners within the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Properties and facilities, together with any other 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 Properties. The Declarant will convey a fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants, and conditions then of record. The Common Properties may be conveyed by the Declarant to the Association prior to the sale of the 16th Lot by Declarant, but must be conveyed to the Association no later than the sale of the 16th Lot.

ARTICLE IV MEMBERSHIP

Declarant, and every Owner as defined in Article I, Section 8, under this Declaration shall be a member of the Association. No Owner shall have more memberships than the number of Lots owned by such Owner. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot or Lots shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE V VOTING RIGHTS

Members 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 deter-

mine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within The Properties, subject to Section 7 of this Article, and each Owner of any Lot, except those exempt under Section 9 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title to the Lot subject to said lien and shall be bound to inquire to the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner, but 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 for the purpose of promoting the health, safety, welfare, and recreation of the residents of The Properties and, in particular, annual assessments shall be used for: the maintenance and repair of the Common Properties; the maintenance and repair of the Roadway Easements, as defined in Article X, Section 2 herein; snow removal; care and maintenance of

private streets over which the Association has an easement; care and maintenance of parks, playgrounds, open spaces and other common facilities; providing insurance coverages upon the Common properties as herein set forth; and providing for the recreation needs of the residents of The Properties. Annual and annual assessment reserves, are not intended to be for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements, nor for the construction, replacement or major repair of capital improvements upon the Common Properties.

Section 3. Annual Assessment. Until January 1, 1988, the maximum annual assessment shall be Six Hundred and no/100 (\$600.00) Dollars per Lot, payable quarterly in 4 equal installments of \$150.00, subject to adjustment as hereinafter set forth:

(a) From and after January 1, 1988, the annual assessment may be increased each year not more than ten percent above the assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1988, the annual assessment may be increased above ten percent of the annual assessment for the previous year by a two-thirds (2/3) vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors must fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, or within the Roadway Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be delivered either personally or by mail to all members not less than 10 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 percent (60%) of all the votes 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 fifty percent (50%) of all of the votes. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 6. 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, except that unimproved lots (i.e. lots which have either no dwelling on them or a dwelling which is less than 80% complete) shall pay only 1/2 of the annual assessment.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties, EXCEPT THAT SUCH ASSESSMENTS SHALL NOT BE APPLICABLE TO ANY LOT

OWNED BY THE DECLARANT UNTIL JANUARY 1, 1990. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray the expenses of the Association in the coming calendar (fiscal) year and provide funds for reserves as herein set forth. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, preceding the year for which the budget is made. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of same to Owner shall not apply to any budgeting for any period prior to January 1, 1988.

The Board of Directors shall fix the amount of annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

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 specific lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of the Assessments: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment, or any installment thereof, is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot assessed. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Any delinquent assessment or installment thereof not paid within thirty days (30) after the due day shall bear interest from the due date at the rate of fifteen percent (15%) per annum. In the event the unpaid assessments is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, interest on the assessment as above provided, and a reasonable attorney's fee

to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. The Mortgagee of the subject property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and rights of foreclosure to the mortgagee.

Section 9. Exempt Property. In addition to the Lots exempt under the provisions of Section 7 of this Article, Lots owned by or conveyed to, and accepted by, any political subdivision of the Federal, State or any local governments, and Lots owned by or conveyed to, and accepted by, the Association shall also be exempt from assessments. Such Lots shall be exempt from and after the date of filing of any such conveyance with the Register of Deeds of Sarpy County, Nebraska, and until the Lot is thereafter conveyed to a party or an entity not qualifying for exemption under this Section. Such Lots shall also be exempt from special assessments.

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 VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the

Association shall appoint three (3) or more persons to serve as an Architectural Control Committee (the "Committee").

The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event, a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee.

(a) Structures. No structures, whether residences, accessory buildings, swimming pools, antennae, (on a structure or on a Lot), flag poles, fences, walls, driveways, patio, patio enclosure, house numbers, or any other such improvements, shall be constructed or maintained upon any Lot, nor shall any grading or excavation be commenced unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure platted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee. The Committee shall have such other powers and duties as set forth in this Declaration, the By-Laws of the Association and as delegated by the Board of Directors.

(b) Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have

been submitted approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee member is required for approval of proposed improvements.

(c) Tree Removal. No tree upon the Lot of an Owner may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by the Architectural Control Committee.

(d) Tree Removal Procedures. After submission of such tree removal plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after tree removal requests have been submitted, said submitted plans shall be deemed disapproved. A majority vote of the Committee members is required for approval of proposed tree removal plans.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon the Properties for the benefit of each Lot and Common Properties, and may be enforced by any Owner of a Lot, or of the Common Properties, or the Association.

- (a) No Lot shall be used except for residential purposes.
- (b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- (c) No structure of a temporary character, trailer, basement, tent shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence, either temporarily or permanently.
- (d) Dwellings shall not be moved from outside of WALDRUH to any Lot within this addition.

(e) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations. No repair of automobiles will be permitted outside of garages on any Lot at any time.

(f) No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

(g) Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time, however, small family gardens are permitted.

(h) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any Living Unit unless completely screened from view from every street and from all other Lots in the addition. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Living Unit except when in actual use unless completely screened from view from every street and from all other Lots in the addition. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any Living Unit at any time except one umbrella-type clothes line per Lot. Any exterior airconditioning condenser unit shall be placed in the rear or side yard.

(i) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the Living Unit may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that the total number of dogs and cats kept within the Living Unit or on the Lot shall not exceed two. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the Living Unit.

- (j) No sign, billboard or other structure for advertising or the display of advertising material or any kind shall be erected, altered, placed or permitted to remain on any Lot except that real estate for-sale or for-rent signs of a size no greater than 4.6 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale or rent. No satellite dishes or antenna shall be permitted that can be seen from the front yard.
- (k) All exposed portions of the foundation on each living unit shall be covered with either siding or brick.
- (l) All Living Units shall have wood shingles.
- (m) All Living Units shall have indoor garage space for a minimum of two automobiles, and shall have driveway space for a minimum of two automobiles. Each garage must be equipped with electric garage door openers.
- (n) No Fences or dog runs shall be permitted.
- (o) Each lot buyer must, within twelve (12) months of commencing construction of a dwelling unit on said lot, finish same within twelve (12) months from the date construction started.
- (p) No use shall be made of the Common Properties which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Properties.
- (q) No Owner, other than the Declarant, successors and assigns, shall place any structure whatsoever upon the Common Properties, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Properties to all members.
- (r) The use of the Common Properties shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.
- (s) Each ranch style single family home must have at least 1500 finished square feet (outside dimension) on the main floor, excluding garage, and each two story must have a minimum square footage of 2200 finished

square footage on the upper two levels above ground. From the front of the house view point the home may not be taller than a two story structure.

(t) Hard surface driveways are required.

(u) All fireplace chimneys must be covered by brick, stone, or other material approved by the Architectural Control Committee.

(v) Each home must be traditional in design and be surfaced on the outside by at least 35% brick or stone and the remaining of wood or other material approved by the Architectural Control Committee.

ARTICLE IX

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

Section 1. Coverage. The Association shall obtain and maintain in effect for any improvements upon the Common Properties, one or more policies of insurance against the perils of fire, lightning, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by and any such peril, without deduction for depreciation. Such coverage shall include "contents coverage". The Association shall obtain and maintain in effect public liability insurance in such limits as determined by the Board of Directors, but in not event less than \$500,000/\$1,000,000/\$100,000 covering the Common Properties with the Association, Board, its employees and agents as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined by the Board.

Section 2. Liability of the Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage obtained either in settlement of an insurance claim or the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

ARTICLE X

EASEMENTS

The Properties are, and shall perpetually be, unless any thereof is terminated, subject to all and each of the following easements for common use, construction, maintenance, support, repair, recreational and other access, private and public sewer and utility line construction and services and roadway easements.

Section 1. Utility Easement. Declarant hereby grants a perpetual easement to itself and to the Association, Omaha Public Power District, Peoples Natural Gas, Metropolitan Utilities District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits, pipes and other related facilities, and to extend thereon wires on cables for the carrying and transmission of electric current for light, heat, and power, and for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system, over, through, under and across Lots 1 and 3.

Section 2. Roadway Easement. Declarant hereby grants to itself, and to the Association, its successors and assigns, a perpetual roadway easement, together with rights of egress, ingress, and other access thereto, on and over Lots 1 and 3, Waldruh, for the purposes of constructing, maintaining, repairing and reconstructing roadways over, under, and upon the Common Properties. Declarant further grants to itself the Association, each Owner, contract purchaser and lessee (while in possession of any Living Unit in The Properties) their families, guests, employees, agents and invitees, an easement for access, ingress, egress, use and enjoyment upon and over each such roadway for traffic to and from each Lot and the Common Properties.

Section 3. All telephone and electric power service lines from property line to dwellings shall be underground.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which it shall be automatically extended for successive periods of 10 years, unless amended.

Section 2. Amendments. The covenants, conditions and restrictions of 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, until such time as the Declarant has conveyed fee simple title to Twenty-four (24) of the Lots. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots covered by this Declaration. Written notice of any proposed amendment and a meeting to be called

for such purpose must be sent at least (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The Notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded.

Section 3. Notices Any notice required to be sent to any Member, Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; Provided, that it shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing of its interest in a Lot prior to the responsibility arising in the Association to notify said contract purchaser or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. 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.

IN WITNESS WHEREOF, the Declarant has caused these pre-
sents to be executed this 12th day of June, 1987.

WALDRUH, INC.

BY: Richard F. Hosking
PRESIDENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 12th day of June A.D., 19 87,
before me, a Notary Public in and for said County, personally
came the above named Richard F. Hosking, President, who
is personally known to me to be the identical person whose name is
affixed to the above document as President of said corporation,
and he acknowledged said instrument to be his voluntary act and
deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.



Jane E. Frey
Notary Public

My commission expires 4-10-90



REGISTER OF DEEDS, SARPY COUNTY, NE

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

LOTS 6-10, 14 AND 15, WALDRUH, AN ADDITION TO THE CITY OF BELLEVUE
LOT 2 WALDRUH REPLAT 1, AN ADDITION TO THE CITY OF BELLEVUE
LOTS 20, 21, 23, 24, 25, 26, 28, 31 AND 32, WALDRUH REPLAT 2, AN
ADDITION TO THE CITY OF BELLEVUE
LOTS 29 and 30, WALDRUH REPLAT 3, AN ADDITION TO THE CITY OF
BELLEVUE
LOT 36, WALDRUH REPLAT 4, AN ADDITION TO THE CITY OF BELLEVUE
(ALL OF WHICH ARE SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY,
NEBRASKA)

AMENDMENT

WHEREAS, Declarant, WALDRUH, INC., a Nebraska corporation, is
the owner of the following described real estate:

Lots 6, 7, 8, 9, 10, 14 and 15, in Waldruh, an Addition to the
City of Bellevue, as surveyed, platted and recorded in Sarpy
County, Nebraska

Lot 2 Waldruh Replat 1, an Addition to the City of Bellevue,
as surveyed, platted and recorded in Sarpy County, Nebraska

Lots 20, 21, 23, 24, 25, 26, 28, 31 and 32 Waldruh Replat 2,
an Addition to the City of Bellevue, as surveyed, platted and
recorded in Sarpy County, Nebraska

Lot 36, Waldruh Replat 4, an addition to the City of Bellevue
(All of which are surveyed, platted and recorded in Sarpy
County, Nebraska)

WHEREAS, Declarant filed its "DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS" governing Lots 6, 7, 8, 9,
10, 14 and 15, Waldruh, an Addition to the City of Bellevue; Lot 2
Waldruh Replat 1, an Addition to the City of Bellevue; and Lots
20, 21, 23, 24, 25, 26, 28, 31 and 32 Waldruh Replat 2, an Addition
to the City of Bellevue; and Lot 36, Waldruh Replat 4, an Addition
to the City of Bellevue; all as surveyed, platted and recorded in
Sarpy County, Nebraska and all replats thereof which filing is
found in the Sarpy County Register of Deeds Office at 88-00380:
and

WHEREAS, ARTICLE II, Section 2 of the above referred to
"Declaration" provides for amendment thereof by the Declarant prior
to Declarant having conveyed fee simple title to Twenty-four (24)
of said lots; and

WHEREAS, at this time Declarant has not conveyed fee simple
title to Twenty four (24) of said lots; and

WHEREAS, Declarant now amends the DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS as follows:

WITNESSETH:

02191

Pursuant to the covenants heretofore filed in Sarpy County, Nebraska, Instrument No. _____ on the _____ day of _____, 19__7, Declarant has the right to establish covenants which will run with the following real estate:

Lots 6-10, 14 and 15, Waldruh, an Addition to the City of Bellevue; Lot 2 Waldruh Replat 1, an Addition to the City of Bellevue; and Lots 20, 21, 23, 24, 25, 26, 28, 31 and 32, Waldruh Replat 2; Lots 29 and 30, Waldruh Replat 3, an Addition to the City of Bellevue; Lot 36, Waldruh Replat 4, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska and all replats of WALDRUH thereof;

WHEREAS, the Declarant desires to create on the herein above described real property a residential community consisting of single family residences with private streets, improvements, permanent parks, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said private streets, improvements, parks, open spaces, and other common facilities, and to this end, desires to subject The Properties to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated the WALDRUH Homeowners Association, under the laws of the State of Nebraska as a non-profit corporation, the purpose of which shall be to exercise the functions aforesaid; and

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

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean a committee appointed by the Board of Directors of WALDRUH Homeowners Association, a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to the WALDRUH Homeowners Association, a Nebraska non-profit Association, its successors and assigns.

Section 3. "Common Properties" shall mean and refer to Lots and any additional areas of land listed and declared to be Common Properties in any Supplemental Declaration filed by Declarant pursuant to Article II of the Declaration, and any improvements placed in said land. All Common Properties shall be devoted to the exclusive common use and enjoyment of the Owners of The Properties.

Section 4. "Declarant" shall mean and refer to WALDRUH, INC., its successors and assigns.

Section 5. "Living Unit" shall mean and refer to any building situated upon The Properties designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any parcel or consideration (f) will be employed by Central Waste Systems, Inc., the terms of which are by separate agreement built, or is proposed to be built, with the exception of the "Common Properties". Any Supplemental Declaration hereinafter filed shall similarly reflect those Lots thereunder subject to this Declaration, or otherwise legally describe the real property to become subject to the Declaration.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted Lot which is a part of The Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "The Properties" shall mean and refer to all such properties as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II hereof, which shall initially consist of Lots 6-10 Waldruh, an Addition to the City of Bellevue; Lot 2 Waldruh Replat 1, an Addition to the City of Bellevue; and Lots 13-15, 20-26, 28-32 Waldruh Replat 2, An Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Section 10. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provision of Article II hereof which shall subject additional real estate to this Declaration.

Section 11. "Tree" shall mean and refer to any specie of tree larger than 2 inches in diameter at breast height.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Properties shall be held, transferred, sold, conveyed and occupied subject to this the Declaration.

The Association shall have the right at any time subsequent to the filing of this Declaration, to add, annex, and subject additional contiguous land in Sarpy County, Nebraska, to this Declaration by filing in the Office of the Register of Deeds of Sarpy County, a written instrument duly executed and acknowledged by the Association, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require the consent of its owner and a two-thirds (2/3) vote of approval by the membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Properties which

shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and rights to the use of the Common Properties by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (6) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Properties, subject to any then existing ingress and egress requirements in connection therewith, to any public agency, non-profit corporation, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association and by persons holding mortgages on any portion of the Properties. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes 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, or its assigns, shall have the right at any time to use so much of the Common Properties 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 Owners use and reasonable access to the Common Properties, nor with their right of ingress or egress to their homes;

- (c) the right of the Association to limit the number of guests of Owners on recreational facilities.
- (d) the right of the Association to borrow money for the purpose of improving the Common Properties, adding facilities or improvements thereto, facilities and in aid thereof to mortgage said Common Properties and facilities, which mortgage shall be subordinate to the rights of the owners hereunder;
- (e) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties by Members and by guests of Members;
- (f) the right of the Association, through its Board of Directors, to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of the Common Properties for the welfare and common good of all Owners within the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Properties and facilities, together with any other right, license,

privilege or easement conferred upon such Owner by this Declaration, to the members of his family, guests or contract purchasers who reside on the property, a tenant who is the sole occupant of the owner's premises under a lease agreement.

Section 3. Title to the Common Properties. The Declarant will convey a fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions then of record. The Common Properties may be conveyed by the Declarant to the Association prior to the sale of the 16th Lot by Declarant, but must be conveyed to the Association no later than the sale of the 16th Lot.

ARTICLE IV

MEMBERSHIP

Declarant, and every Owner as defined in Article I, Section 8, under this Declaration shall be a member of the Association. No Owner shall have more memberships than the number of Lots owned by such Owner. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot or Lots shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE V
VOTING RIGHTS

Members 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 one Lot.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within The Properties, subject to Section 7 of this Article, and each Owner of any Lot, except those exempt under Section 9 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title to the Lot subject to said lien and shall be bound to inquire to the

Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner, but 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 for the purpose of promoting the health, safety, welfare, and recreation of the residents of The Properties and, in particular, annual assessments shall be used for: the maintenance and repair of the Common Properties; the maintenance and repair of the Roadway Easements, as defined in Article X, Section 2 herein; snow removal; care and maintenance of private streets over which the Association has an easement; care and maintenance of parks, playgrounds, open spaces and other common facilities; providing insurance coverages upon the Common Properties as herein set forth; and providing for the recreation needs of the residents of The Properties. Annual and annual assessment reserves, are not intended to be for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements, nor for the construction, replacement or major repair of capital improvements upon the Common Properties.

Section 3. Annual Assessment. Until January 1, 1988, the maximum annual assessment shall be Three hundred dollars (\$300.00) per Lot,

payable quarterly in 4 equal installments of Seventy five dollars (\$75.00) each, subject to adjustment as hereinafter set forth:

- (a) From and after January 1, 1988, the annual assessment may be increased each year not more than ten percent above the assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1988, the annual assessment may be increased above ten percent of the annual assessment for the previous year by a two-thirds (2/3) vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors must fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, or within the Roadway Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be delivered either personally or by mail to all members not less than 10 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 percent (60%) of all the votes 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 fifty percent (50%) of all of the votes. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

Section 6. 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, except that unimproved lots (i.e. lots which have either no dwelling on them or a dwelling which is less than 80% complete) shall pay only 1/2 of the annual assessment.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties, EXCEPT THAT SUCH ASSESSMENTS SHALL NOT BE APPLICABLE TO ANY LOT OWNED BY THE DECLARANT UNTIL JANUARY 1, 1991.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray the expenses of the Association in the coming calendar (fiscal) year and provide funds for reserves as herein set forth. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, preceding the year for which the budget is made. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of same to Owner shall not apply to any budgeting for any period prior to January 1, 1988.

The Board of Directors shall fix the amount of annual assessment to be assessed against each Lot at least thirty (30) days prior to the commencement of the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof,

including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

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 specific lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of the Assessments: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment, or any installment thereof, is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot assessed. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successor in title unless expressly assumed by them.

Any delinquent assessment or installment thereof not paid within thirty (30) days after the due day shall bear interest from the due date at the rate of fifteen percent (15%) per annum. In the event the unpaid assessments is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. The Mortgagee of the subject property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and rights of foreclosure to the mortgagee.

Section 9. Exempt Property. In addition to the Lots exempt under the provisions of Section 7 of this Article, Lots owned by or conveyed to, and accepted by, any political subdivision of the

Federal, State or any local governments, and Lots owned by or conveyed to, and accepted by, the Association shall also be exempt from assessments. Such Lots shall be exempt from and after the date of filing of any such conveyance with the Register of Deeds of Sarpy County, Nebraska, and until the Lot is thereafter conveyed to a party or an entity not qualifying for exemption under this Section. Such Lots shall also be exempt from special assessments.

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 VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the Association shall appoint three (3) or more persons to serve as an Architectural Control Committee (the "Committee"). The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or

dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event, a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee.

(a) Structures. No structures, whether residences, accessory buildings, swimming pools, antennae, (on a tower), satellite dish, flag poles, basketball poles, fences, walls, driveways, patio, patio enclosure, house numbers, or any other such improvements, shall be constructed or maintained upon any Lot, nor shall any grading or excavation be commenced unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure platted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee. The Committee shall have such other powers and duties as set forth in this Declaration, the Bylaws of the Association and as delegated by the Board of Directors.

(b) Approval. In considering the approval of the general plans to be provided in accordance with subparagraph (a) above, the

Architectural Control Committee shall consider the topography, erosion control, ground elevation, visibility from the street, outlook from adjacent or neighboring property, whether the proposed construction, change, addition or alteration is in conformity to and in harmony with the general design, uses and appearance with those prevailing in the community.

(c) Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted approval will not be required, and compliance with this Article will be deemed to have been fully made. A majority vote of the Committee member is required for approval of proposed improvements.

(d) Tree removal. No tree upon the Lot of an Owner may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by the Architectural Control Committee.

(e) Tree Removal Procedures. After submission of such tree removal plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within thirty (30)

days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after tree removal requests have been submitted, said submitted plans shall be deemed disapproved. A majority vote of the Committee members is required for approval of proposed tree removal plans.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon the Properties for the benefit of each Lot and Common Properties, and may be enforced by any Owner of a Lot, or of the Common Properties, or the Association.

- (a) No Lot shall be used except for residential purposes.
- (b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- (c) No structure of a temporary character, trailer, basement, tent shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence, either temporarily or permanently.
- (d) Dwellings shall not be moved from outside of WALDRUH to any Lot within this addition.
- (e) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations. No

repair of automobiles will be permitted outside of garages on any Lot at any time.

(f) No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

(g) Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time, however, small family gardens are permitted.

(h) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any Living Unit unless completely screened from view from every street and from all other Lots in the addition. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Living Unit except when in actual use unless completely screened from view from every street and from all other Lots in the addition. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any Living Unit at any time except one umbrella-type

clothes line per Lot. Any exterior airconditioning condenser unit shall be placed in the rear or side yard.

(i) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the Living Unit may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that the total number of dogs and cats kept within the Living Unit or on the Lot shall not exceed two. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the Living Unit.

(j) No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any Lot except that real estate for-sale or for-rent signs of a size no greater than 4.6 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale or rent. No satellite dishes or antenna shall be permitted that can be seen from the front yard.

(k) All exposed portions of the foundation on each living unit shall be covered with either siding or brick.

(l) All Living Units shall have wood shingles.

(m) All Living Units shall have indoor garage space for a minimum of two automobiles, and shall have driveway space for a minimum of

two automobiles. Each garage must be equipped with electric garage door openers.

(n) No fences or dog runs shall be permitted.

(o) Each lot owner must, within twelve (12) months following date of conveyance from Waldruh, Inc., complete construction of a dwelling unit on said lot and finish construction within one hundred eighty (180) days from the date of initial excavation.

"Finish construction" shall mean complete and ready for occupancy including exterior landscape. For each day following the date that construction is to be finished until actual final construction, the owner shall pay a penalty of Twenty five dollars (\$25.00) which shall be payable to the Homeowner's Association and shall be a lien on the subject lot in the same manner as provided in Article VI Section 8.

(p) No use shall be made of the Common Properties which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Properties.

(q) No Owner, other than the Declarant, successors and assigns, shall place any structure whatsoever upon the Common Properties, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Properties to all members.

(r) The use of the Common Properties shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

(s) Each ranch style single family home must have at least 1500 finished square feet (outside dimension) on the main floor, excluding garage, and each two story must have a minimum square footage of 2200 finished square footage on the upper two levels above ground. From the front of the house view point the home may not be taller than a two story structure.

(t) Hard surface driveways are required with at least 5% bomanite imprint.

(u) All fireplace chimneys must be covered by brick, stone, or other material approved by the Architectural Control Committee.

(v) Each home must be traditional in design and be surfaced on the outside by at least 20% brick or stone and the remaining of wood or other material approved by the Architectural Control Committee.

ARTICLE IX

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

Section II. Coverage. The Association shall obtain and maintain in effect for any improvements upon the Common Properties, one or more policies of insurance against the perils of fire, lightning,

malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by and any such peril, without deduction for depreciation. Such coverage shall include "contents coverage". The Association shall obtain and maintain in effect public liability insurance in such limits as determined by the Board of Directors, but in no event less than \$500,000/\$1,000,000/\$100,000 covering the Common Properties with the Association, Board, its employees and agents as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined by the Board.

Section 2. Liability of the Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage obtained either in settlement of an insurance claim or the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

ARTICLE X

EASEMENTS

The Properties are, and shall perpetually be, unless any thereof is terminated, subject to all and each of the following easements for common use, construction, maintenance, support, repair, recreational and other access, private and public sewer and utility line construction and services and roadway easements.

Section 1. Utility Easement. Declarant hereby grants a perpetual easement to itself and to the Association, Omaha Public Power District, Peoples Natural Gas, Metropolitan Utilities District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits, pipes and other related facilities, and to extend thereon wires on cables for the carrying and transmission of electric current for light, heat, and power, and for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system, over, through, under and across Lots 1 and 3.

Section 2. Roadway Easement. Declarant hereby grants to itself, and to the Association, its successors and assigns, a perpetual roadway easement, together with rights of egress, ingress, and other access thereto, on and over Lots 1 and 3, Waldruh, for the purposes of constructing, maintaining, repairing and reconstructing roadways over, under, and upon the Common Properties. Declarant further grants to itself the Association, each Owner, contract purchaser and lessee (while in possession of any Living Unit in The Properties) their families, guests, employees, agents and invitees, an easement for access, ingress, egress, use and enjoyment upon and

over each such roadway for traffic to and from each Lot and the Common Properties.

Section 3. All telephone and electric power service lines from property line to dwellings shall be underground.

ARTICLE XI

GENERAL PROVISIONS

Section 11. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which it shall be automatically extended for successive periods of 10 years, unless amended.

Section 2. Amendments. The covenants, conditions and restrictions of 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, until such time as the Declarant has conveyed fee simple title to Twenty-four (24) of the Lots. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds ($2/3$) of the Lots covered by this Declaration. Written notice of any proposed amendment and a

meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior to such proposed meeting, by the Board of Directors of the Association. The Notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded.

Section 3. Notices. Any notice required to be sent to any Member, Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; Provided, that it shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing of its interest in a Lot prior to the responsibility arising in the Association to notify said contract purchaser or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 4. Enforcement. If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to vitiate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them so doing or to recover damages or other dues for such violation. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this 16th day of February, 1990, before me, a Notary Public, in and for said County, personally came the above named Richard F. Hosking, President, and Richard F. Hosking who are personally known to me to be the identical persons whose names are affixed to the above document as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

 GENERAL NOTARY-State of Nebraska
MARJEAN SUTTON
My Comm. Exp. June 14, 1992

Marjean Sutton
Notary Public

covenants; and failure by the Association or any owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. 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.

ARTICLE XII

Notwithstanding anything to the contrary contained in this paragraph XII, commencing on the date five years after these covenants are duly recorded in the Office of the Sarpy County, Nebraska, Register of Deeds, the restrictions herein provided may be waived, provided, however, that a written waiver of the restriction is given by each subdivision owner of property within 200 feet of the boundary lines of the lot upon which the restriction is sought to be lifted.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 16th day of February, 1990.

WALDRUH, INC.,

By

President

ATTEST:

Patricia A. Locking
Secretary