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

These Amended and Restated Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as Amended and Restated Declaration) shall become effective upon the filing of the same with the Register of Deeds Office in Douglas County, Nebraska, and shall replace in the entirety, the Declaration of Covenants, Conditions and Restrictions filed on March 10, 2014, with the Register of Deeds Office in Douglas County, Nebraska, and appearing as Filing No. 2014017514. The Amended and Restated Declaration shall read as follows:

THESE AMENDED AND RESTATED DECLARATIONS made on the date hereinafter set forth by Kingswood Estates, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant",

Witnesseth:

WHEREAS, the Declarant is the Owner of certain real property in Douglas County, Nebraska, which is more particularly described as:

Lots 1 thru 17, inclusive, and Outlot "A", Kingswood Heights, a subdivision as surveyed, platted, and recorded, in Douglas County, Nebraska.

All of the above-described real property has been zoned R-4 and, therefore, is available for single family detached homes.

NOW THEREFORE, Declarant hereby declares that all of the Properties (as hereinafter defined in Article I, Section 4), and described immediately above, shall be held, sold, and conveyed subject to these Amended and Restated Declaration which include easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Declarant has heretofore caused the organization of Kingswood Heights Property Owners Association, Inc., which is a non-profit corporation organized under the laws of the

State of Nebraska, formed for the purpose of providing for maintenance, preservation and architectural control of the Properties and dwelling amenities, as set forth herein and as set forth in the Bylaws of the corporation.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Kingswood Heights Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors elected by a majority vote of the members of the Association, its successors and assigns.

Section 3. "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 of the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Lots 1 thru 17, inclusive, and Outlot "A", Kingswood Heights, a subdivision as surveyed, platted, and recorded, in Douglas County, Nebraska.

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

Section 6. "Declarant" shall mean and refer to Kingswood Estates, LLC, its successors, assigns and legal representatives.

Section 7. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

Section 8. "Improved Lot" shall mean and refer to any Lot on the Properties owned by someone other than the Declarant, upon which shall be erected a dwelling, the construction of which shall be 80% complete, according to the plans and specifications for the construction of said dwelling or, an Improved Lot shall also mean a lot owned by someone other than Declarant who has owned such Lot for a period of six (6) months regardless of whether such Owner has commenced to erect a dwelling upon such Lot. At a minimum, all Lots sold by the Declarant shall be considered an Improved Lot on the first day of the month following the six (6) month anniversary of the Lot being conveyed by the Declarant to a new Owner.

Section 9. "Other Operative Documents" shall mean and refer to the Articles of Incorporation and the Bylaws of Kingswood Heights Property Owners Association, Inc., as amended from time to time.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Membership and Voting Rights.

- (1) The Declarant shall be a member of the Association for as long as the Declarant owns a Lot within the Association. Furthermore, every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.
- (2) The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned as long as such Lot is subject to assessment. 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant or its successors and assigns and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when the Declarant and/or its successors and assigns no longer own any Lots.

The Association has the right to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association. It is anticipated that the Association will publish and prepare rules and regulations for the management of the Association and such rules and regulations will be deemed adopted when the membership approves such rules and regulations by a majority vote of all members entitled to vote on such matter (all Class A and Class B members identified above).

Section 2. Covenants for Maintenance and Assessments.

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purpose along with the specific easements, if any, identified within Bylaws of the Association which Bylaws are incorporated herein by this reference. To the extent that the Amended and Restated Declaration conflicts with the Bylaws of the Association, the Amended and Restated Declaration shall prevail.

- (1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of such Deed for such Lot, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

- (a) Annual assessments or charge; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- (c) Provided, however, notwithstanding this Section 2, the Declarant shall not be obligated to pay any annual assessment or special assessment without Declarant's written consent.

The annual and special assessments, together with interest costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney 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.

- (2) Purpose of Assessments. The assessments levied by the Association through its Board of Directors, shall be used exclusively to promote the maintenance, recreation, health, safety, and welfare of the Owners of the Properties and to maintain Outlot "A" within such Properties as described herein and as described within the Association's Bylaws.
- (3) Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall initially be determined by the Declarant and such amount shall be \$1,200.00 per year and be collected on a monthly basis.
 - (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by not more than ten percent (10%) without the Board receiving a vote from the Owners as provided for in Subparagraph (b) immediately below.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) of Owners (Class A and Class B) who are voting or proxy at a meeting duly called for this purpose.
 - (c) A majority vote by the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum established in paragraph 3(a) above.
- (4) Notice and Quorum for Any Action Authorized: Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (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 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 sixty (60) days following the preceding meeting.

- (5) Uniform Rate of Assessment. Both annual and special assessments, with respect to all Improved Lots, shall be uniform in amount. Said assessments may be collected on a monthly, quarterly, or annual basis, as approved by the Board of Directors. Declarant shall not be responsible for the payment of any assessments. The only Lots subject to assessments will be Improved Lots as defined in Article 1, Section 8. Lots owned for less than six (6) months, by an Owner who has acquired such Property from the Declarant, shall not be considered an Improved Lot unless such Owner has erected a dwelling, the construction of which shall be eighty percent (80%) complete in accordance with the plans and specifications for the construction of such dwelling, then, in that event, such Unimproved Lot shall be treated as Improved Lot for purposes of assessment. After a period of six (6) months, any Lot conveyed by the Declarant to an Owner, shall be considered an Improved Lot.
- (6) Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots the first day of the month following six (6) months from the date such Lot was conveyed by the Declarant to a subsequent Lot Owner unless, prior to that time, a Lot Owner has erected a dwelling on the Lot and such construction is at least eighty percent (80%) completed according to the plans and specifications for the construction of said dwelling. The Declarant shall not be subject to any assessments at any time. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment. 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 of the Association. The Board of Directors and/or an appointed representative of 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 against a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- (7) Effect of Non-Payment 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 percent (6%) per annum. The six percent (6%) rate of interest on all of assessment not paid within thirty (30) days after the due date may be adjusted by the Board of Directors, but in any event, the interest rate shall never exceed the maximum amount allowed by law. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for any reason, including abandonment of such Owner's Lot.

- (8) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.
- (9) Insurance.
- (a) Owner's All-Risk Insurance. Each Owner shall procure and maintain all-risk coverage insurance for the Owner's Lot and improvements thereon in amounts satisfactory to the Association. Proof of insurance shall be submitted annually to the Association according to the rules and regulations established by the Association.
- (b) Liability Insurance. The Association may purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.
- (c) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.
- (d) Each Lot Owner may obtain additional insurance for such Lot Owner's own benefit and at such Lot Owner's own expense.
- (10) Special Assessments. In addition to the annual assessment, the Board of Directors of the Association may levy an assessment or assessments for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any fixture, personal or real property relating to capital improvements. The aggregate assessment in each calendar year shall be limited to an amount of \$200.00 per Lot provided however, Lots owned by the Declarant shall not be subject to special assessment.

Section 3. Exterior Maintenance.

The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: snow removal, lawn service, library access sidewalk maintenance, and east and south side fence maintenance and other exterior improvements that the Board from time to time determines to be appropriate.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, painting of exterior wood and metal building surfaces, roof repair or replacement, repair or maintenance of gutters, down spouts, sprinkler systems, garbage pickup, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including, but not limited to, such items as glass, garage doors, entrance doors, and Owner's personal property. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner.

Assessments levied against each Lot may be assessed for, but not limited to, the following:

- (a) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping or other improvements as originally installed by the builder, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.
- (b) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (c) Maintaining any mailboxes upon the Properties;
- (d) Maintaining Outlot "A" in the Kingswood Heights subdivision as if owned or controlled by the Association;

No repair, replacement, maintenance, or other work ordered or otherwise requested by anyone other than the Association by and through its designated officers or property manager shall be the responsibility of the Association. Any repair, replacement, maintenance, or other work requested by any Owner shall be the sole responsibility of such Owner, whether or not such maintenance or other work shall relate to any responsibility of the Association.

ARTICLE III

Section 1. Architectural Control.

- (1) Before the construction of the original structure on each Lot, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon each Lot, 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, 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. The Board of Directors of the Association has the power and authority to establish an Architectural Control Committee ("Committee") composed of two (2) or more representatives appointed by the Board and if such Committee is created by the Board, it shall have the same authority as hereinafter established by the Board as it relates to Architectural Control. In the event the Board, or the Committee (if established by the Board) fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

- (2) After the construction of the original structure on each Lot, no new structure, building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Lot, 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, 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 and/or the Committee.
- (3) Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvements may be required of the applicant at the discretion of the Board and/or Committee. Each applicant shall submit to the Board and/or Committee the following documents, materials, and/or drawings:
 - (a) Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks; and
 - (b) Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas on each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials. **Vinyl siding will not be allowed.**

Section 2. Restrictions for Residential Units.

- (1) Each Lot is designed for the construction of a residence to be built upon such Lot which shall comply with the following minimum size requirements:
 - (a) Each residence shall contain no less than 1,400 square feet of living area above the ground level, exclusive of basement (if any) and garage area.
- (2) Other residence styles not described above in this Section, will be permitted only if approved by the Board and/or Committee and shall not be approved unless they are compatible with other residences to be built on the Property in the opinion of the Board and/or Committee in its sole and absolute discretion.
- (3) All residences shall, as a minimum, have attached, enclosed, side-by-side, two car garages which must contain a minimum area of 400 square feet built at approximately the main level of the residence. Other or additional garages may be permitted at the discretion of the Board and/or Committee.
- (4) For the purposes of these restrictions, two-story height shall (when the basement wall is exposed above finished grade), be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Living Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages,

or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

- (5) All buildings shall be located at least twenty-five feet (25') from the front and rear lot lines. All buildings shall have at least five foot (5') side yards. On corner Lots, either street side may be designated by the owner/builder as the front, and either non-street side as the rear. The minimum setback requirement for the non-front street exposure is fifteen feet (15') from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building. The above provisions parallel the present zoning requirements of the City of Omaha for the Lots. In the event that the zoning requirements for a Lot or Lots are subsequently changed by The City of Omaha to be less restrictive than the present requirements, or in the event a waiver or variance of some of the requirements for a Lot or Lots is granted by the appropriate authority, the Board and/or Committee shall have the right and authority, but not the obligation, to grant in whole or in part the relaxation of requirements allowed by the zoning changes, waiver or variance, all in the sole and absolute discretion of the Board and/or Committee.
- (6) Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear shall be painted.
- (7) In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted, and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.
- (8) No fence(s) may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. Fences shall be constructed only of vinyl, decorative iron, brick or stone and are subject to the approval of the Board and/or Committee. Temporary or permanent barbed wire, electrified, wood and/or snow fences are strictly prohibited. Privacy fences for patio(s) and/or deck(s) may be approved by the Board and/or Committee. Such plans shall be submitted to the Board and/or Committee for approval prior to construction.

- (9) No structure of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be erected on any of said Lots, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwelling or log houses shall be constructed or erected on any of said Lots. No dwelling shall be moved from outside of the Properties onto any of said Lots.
- (10) No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Board and/or Committee in its sole and absolute discretion. **Heritage 30 year asphalt shingles of weathered wood color are accepted.**
- (11) Public sidewalks are the responsibility of, and shall be constructed by, the Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the governing public domain and any revisions thereof. The repair of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.
- (12) The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. The plan, called "the Post Construction Management Plan" is on file in the City of Omaha Public Works Department. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

ARTICLE IV

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 Board of Directors or Committee (if established), which consent will be given within thirty (30) days from the date in which such proposal is submitted to the Board of Directors or Committee (if established). If the Board of Directors or Committee fails to act within such thirty (30) day period, the awning and/or sun screen shall be deemed approved.

Section 2. Building or Uses Other Than for Residential Purposes. No building or structure of any sort may ever be placed, erected, or used for business, professions, trade, or commercial purposes on any of the Lots within the Properties. Provided, however, the prohibition shall not apply to any of the following:

- (a) Any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public services to the Properties; or
- (b) 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.

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 Board of Directors or Committee (if established). No truck, trailer, boat, motor home, camper equipment, or machinery or cars not in daily use ever be parked, located, or otherwise maintained on any Properties.

No machinery or equipment of any kind shall be placed, operated, or maintained upon the Properties, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted use of such Properties, and except that which Declarant or the Board of Directors of the Association may require or permit for the operation and maintenance of Lots owned by Declarant or Outlot "A".

The Association is expressly authorized to tow away, at an offending Owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors.

Television and radio antennas and satellite dish installations must be approved by the Board of Directors or Committee (if established) of the Property Owners Association. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any of the Lots. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjacent Lot Owners.

Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

Section 4. Livestock and Poultry Prohibited. No livestock or poultry of any kind shall be raised or kept on any Lot within the Properties. Household pets shall be allowed but shall be limited to dogs, cats, and caged birds, which are further limited to two (2) such pets per Lot. All pets shall be leashed when outside of the home and patio areas and provisions made that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner. 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, dumped upon any vacant building site, nor shall anything ever be done which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 6. Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction, and improvement of the Lots or any other commercial activity on the Properties, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Properties, or, without the prior written authorization of the Board of Directors, shall any "For Sale" or "For

Rent" signs be displayed by any Person, firm, or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section is intended to restrict the right of any Lot Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Lots shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.

Section 7. Outbuildings Prohibited. No outbuildings or other attached or unattached structures appurtenant to a residence may be erected on any of the building sites hereby restricted. This includes, but is not limited to, dog houses or dog runs.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding may be used at any time as a residence; provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing, or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of 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 of selling, renting, or leasing the Properties.

Section 9. All garage doors must remain closed at all times, except when cars are entering or exiting from the garage space and except when the occupant is present. Private barbecue grills may be subject to reasonable regulation, restriction, or exclusion by the Board of Directors. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use except water hoses and reels. Automobile parking will be subject to regulation and restriction as adopted by the Board of Directors or a committee selected by the Board of Directors.

The Association shall have the right to require all Owners to place trash and garbage in containers located in areas as may be designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or garbage shall be stored indoors or screened from view of any public street and/or sidewalk except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.

Section 10. No automobile or vehicle repair will be permitted outside of garages on any Lot at any time. No automobiles in a state of disrepair shall be kept on the premises of any Lot or be permitted to park on the streets for a period in excess of three (3) days.

Section 11. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Section 12. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation or footings were dug for said dwelling.

Section 13. Small vegetable gardens and rock gardens shall be permitted only if approved by the Board of Directors and/or a committee selected by the Board of Directors to make decisions regarding such requests.

Section 14. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, and a Certificate of Occupancy has been issued by the local government authority.

Section 15. All driveways, sidewalks, and stoops shall be constructed of concrete or brick. No salt or de-icing material shall be utilized, on any driveway, sidewalk, stoop, or step until two (2) years has elapsed from the installation of such driveway, sidewalk, stoop or steps within the Properties.

Section 16. The front, side, and rear yards of all Lots shall be sodded, and one (1) tree, not less than one (1) caliper inch in diameter, shall be planted in the first year of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the Lot was initiated.

ARTICLE V

EASEMENTS AND LICENSES

Section 1. A perpetual license and easement to the Omaha Public Power District, Century Link QC, and any company which has been granted or franchised to provide a cable television system in the area within the Properties, their successors and assigns, to erect and operate, maintain, repair, and renew poles, wires, cross arms, down guys and anchors, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power, for the transmission of signals and sounds of all kinds and the reception thereof, as outlined in the Plat and Dedication filed with the Register of Deeds Office of Douglas County, Nebraska, and appearing as Document No. 2014025340 and filed April 10, 2014. This easement extends to and for all telephone, television, and communications services on, over, through, under, and across a sixteen foot (16') wide strip of land adjoining the rear boundary Lot lines, and a five foot (5') wide strip of land adjoining the side boundary lines of all Lots. Said licenses being granted for the use and benefit of all present and future owners of said Lots. No permanent buildings shall be placed on perpetual easementways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

A perpetual easement is also granted to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipeline, hydrants, valves, and other related facilities and to the extent thereon, pipes for the transmission of gas and water on, through, under and across a five (5) foot long and one (1) foot wide strip of land abutting all streets, avenues, and circles where the public will profit.

Futhermore, any easement or license which was granted to any other entity identified in the plat and dedication filed with the Register of Deeds Office of Douglas County, Nebraska and appearing as Document No. 2014025340 and filed April 10, 2014, was also granted a perpetual and license agreement under this Amended and Restated Declaration.

Section 2. All telephone, cable television, and electric power lines from property line to dwelling shall be underground.

Section 3. Post Construction Management Plan and Subdivision Agreement. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. The plan, called "The Post Construction Management Plan" is on file in the City of Omaha Public Works Department. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan, nor cause damage to the building or neighboring buildings or Lot. All Lot Owners and improvements on any Lots within the Properties shall be subject to this plan filed with the City of Omaha Public Works Department

The Declarant, Kingswood Heights Property Owners Association, Inc. and the City of Omaha have entered into a Subdivision Agreement dated the 19th of November, 2013 relating to the development of improvements on the Properties. Any improvements on any Lots within the Properties shall be governed by the terms and conditions of the Subdivision Agreement which is filed with the City of Omaha Public Works Department.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Board of Directors of 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. The failure of the Board of Directors of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. As long as there are Class B Lot Owners, The Declarant shall have the sole and exclusive right to amend, modify, or supplement all of any portion of these Declaration of Covenants, Conditions, and Restrictions. When there is no longer a Class B Lot Owner, these covenants, conditions, and restrictions of record may be amended, supplemented or modified from time to time by recording one or more amendments to these Declaration of Covenants in the Office of the Register of Deeds of Douglas County, Nebraska, duly executed and acknowledged by all of the Lot Owners of at least seventy-five percent (75%) of the Lots subject to these covenants, conditions, and restrictions. The covenants, conditions and restrictions of this Declaration herein contained shall run with the land and be binding upon all Lot Owners for a period of twenty-five (25) years from the date hereof. Thereafter, the covenants, condition, and restrictions of this Declaration shall automatically renew for a successive ten (10) year periods unless terminated or amended by the Owners of not less sixty percent (60%) of said Lots and if the same occurs, such termination or amendment shall thereupon be upon all Lots.

Section 4. Enforcement by Developer or Declarant. Nothing contained herein shall in any way be construed as imposing upon the Declarant or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, the Declarant has caused these presents known as Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed on the date(s) shown.

DECLARANT:

KINGSWOOD ESTATES, LLC
a Nebraska Limited Liability Company

Date: June 6, 2014

By: [Signature]
Robert E. Dreessen, Member

Date: JUNE 6, 2014

By: [Signature]
Gloria D. Baran, Member

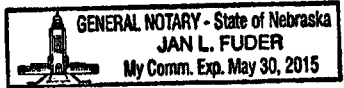
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on the 6th day of June, 2014, by Robert E. Dreessen, a Member of Kingswood Estates, LLC, a Nebraska Limited Liability Company, on behalf of the Limited Liability Company. Robert E. Dreessen personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on the 6th day of June, 2014, by Gloria D. Baran, a Member of Kingswood Estates, LLC, a Nebraska Limited Liability Company, on behalf of the Limited Liability Company. Gloria D. Baran personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

[Signature]
Notary Public