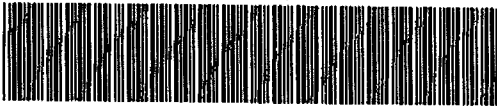


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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the date shown on the close of this instrument, by Apollo Building Corp., a Nebraska corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 20, inclusive, and Outlot A of Legacy Villas, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Legacy Villas Homeowners Association, a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to:

- (a) 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, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

(Ret) Apollo Bldg Corp.
RCF/237343.3
13467 Fowler Ave
18114-6292 22336

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(b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to:

Lots 1 through 20, inclusive, and Outlot A of Legacy Villas, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded;

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any platted Lot (other than the Common Area) shown upon any recorded subdivision map of the Properties.

Section 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

Section 6. "Assessable Lot" shall mean and refer to any Improved Lot, other than any Lot owned by Declarant or its successors and assigns

Section 7. "Declarant" shall mean and refer to Apollo Building Corp, a Nebraska corporation, and its successors and assigns.

Section 8. "Common Area" shall mean and refer to Outlot A of Legacy Villas, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Section 9. "Common Area Improvements" shall mean and refer to (i) any improvement, including but not limited to signs, paving, curbs, landscaping, lighting standards, roadways, common storm drains, utility lines, sewers and other service facilities, located from time to time on the Common Area and (ii) any entry gate system and perimeter fencing on the Properties and any signage which serves all of the Lots.

ARTICLE II
PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an 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.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of Declarant and its successors and assigns. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B. Class B Members shall be Declarant and its successors and assigns, which shall be entitled to nine (9) votes for each Lot owned by Declarant or its successors and assigns. The Class B membership shall terminate and be converted into Class A membership upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2012.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, shall be deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and
- (3) Common Area maintenance assessments for repair, maintenance and other operational expenses with respect to the Common Area Improvements as deemed necessary by the Association,

which assessments shall be established and collected as hereinafter provided. The special assessments, monthly assessments and Common Area 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 shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance, Common Area maintenance, and other matters as more fully set out in Articles V and VI herein.

Section 3. Monthly Assessments. The Board of Directors shall have the authority to levy and assess against each Assessable Lot an initial monthly maintenance assessment for the purpose of meeting the requirements of Section 1 of Article V herein for exterior maintenance. At the commencement of each calendar year thereafter, the Board of Directors shall have the authority to increase the monthly maintenance assessment against each Assessable Lot by a percentage of the prior assessment, which percentage shall be the greater of five percent (5%) or the percentage increase in the U. S. Department of Labor Consumer Price Index (All Items) for All Urban Consumers, 1982-84=100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will accomplish the same result of reflecting general consumer price changes in the United States economy. Any additional increase in the monthly maintenance assessment above that authorized by the Board of Directors must be approved by a majority of the votes cast by the Members at a meeting duly called for such purpose.

Section 4. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against an Assessable Lot for the purpose of meeting the requirements of Section 2 of Article V herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on such Lot, including fixtures and personal property related thereto, provided that any such assessment shall be approved by the vote of the members, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 5. Common Area Maintenance Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any Common Area maintenance assessment for the purpose of meeting the requirements of Article VI herein for repair, maintenance and other operational expenses with respect to the Common Area Improvements; provided, however, Declarant shall pay such Common Area maintenance assessments in full until fifty percent (50%) or more of the Lots are Improved Lots.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 or 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 of this Article IV shall be sent to all Members not less than 10 days nor more than 60 days

in advance of such meeting. At such meeting, the presence of Members, in person or by proxy, holding ten percent (10%) of the votes entitled to be cast shall constitute a quorum.

Section 7. Uniform Rate of Assessment. The monthly assessments and Common Area maintenance assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments and Common Area maintenance assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of this Declaration, is sixteen (16) percent per annum. 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 may foreclose the lien of such assessment 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 herein by abandonment or title transfer of such Owner's Lot.

Section 9. Payment of Assessments by Electronic Funds Transfer. Every Owner shall take all actions and execute and deliver all documents as reasonably requested by the Association to arrange for preauthorized payment of the assessments from the Owner's bank account to the bank account designated by the Association for receipt of such electronic funds transfers. Such actions will include, without limitation, the necessary authorization by the Owner to the Owner's bank to allow such bank to make the periodic payment of the assessments directly to the Association's bank account by electronic funds transfer. Each Owner further agrees to maintain adequate funds in its bank account to provide for the full payment of the assessments when due.

ARTICLE V
EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Assessable Lot as set forth hereinafter.

Section 1. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of lawns as originally installed on each Assessable Lot, excluding portions thereof within the confines of any fenced in area on any Assessable Lot or installed by or at the direction of the Owner. The Owner is responsible for replacement of all dead landscaping improvements and the Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (b) Operation of an underground sprinkler system, including Spring activation, water flow and area coverage adjustments, and Fall shut down and winterization of the sprinkler system. However, the Owner is responsible for all necessary repairs and replacements to the sprinkler system, including but not limited to replacement of sprinkler heads, rotors, risers, nozzles, control panels, backflow preventors, and water lines. The Owner agrees to allow the Association to make such repairs and replacements to the sprinkler system at the expense of the Owner of record at the time of such repair or replacement and such Owner shall reimburse the Association on demand.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.
- (d) Spring and Fall exterior window cleaning as deemed necessary by the Board of Directors.

Section 2. Special assessments may be assessed for, but not limited to, the following:

- (a) Maintain, repair, and replace roofs.
- (b) Maintain, repair (including painting) and replace exterior surfaces (including walls and doors), with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass.
- (c) Maintain, repair, and replace gutters.
- (d) Maintain and replace trees, shrubs and other exterior landscaping improvements on any Assessable Lot.

- (e) Excess snow removal above the budgeted amount.

All replacements shall be of like kind if at all possible.

Section 3. Each Owner of an Improved Lot shall at all times maintain in good and clean condition and repair the trees, shrubs, and other landscaping improvements within view from the streets and sidewalks adjacent to such Improved Lot. If any Owner fails to properly maintain the landscaping improvements as provided in this Section 3, the Association may, at its option, after giving the Owner ten (10) days written notice (unless within such ten day period the Owner shall commence and thereafter pursue with due diligence to completion such maintenance), perform or have performed such maintenance. If the Association undertakes such maintenance due to the failure of Owner to perform the same, the costs of such maintenance shall be assessed against Owner and shall be paid to the Association by such Owner upon written demand for payment by the Association. If such costs are not paid within thirty (30) days after written demand from the Association, such assessment shall accrue interest, constitute a lien on the Improved Lot, and be enforceable by the Association, all as set forth in Article IV hereof. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Improved Lot through proceedings in any Court having jurisdiction of actions for the enforcement of such liens.

ARTICLE VI MAINTENANCE OF COMMON AREA IMPROVEMENTS

The Association may from time to time repair, maintain, and operate the Common Area Improvements, which maintenance may include, but not be limited to, the following:

- (a) Maintaining the surface of the roadways on the Common Area in a level, smooth, and evenly covered condition;
- (b) Snow removal as to be determined by the guidelines set forth by the Board of Directors;
- (c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;
- (d) Repairing and replacing when necessary such artificial lighting facilities;
- (e) Maintaining and repairing any and all common storm drains, utility lines, sewers and other service facilities which are necessary for the operation of the dwellings on the Properties (common storm drains, utility lines, sewers and other service facilities are those which serve all of the Lots);
- (f) Maintaining any entry gate system and all common fences including those on the perimeter of the Properties;

- (g) Payment of all electrical, water, and other utility charges or fees for services furnished to the Common Area;
- (h) Payment of all real property taxes and other special taxes and assessments assessed against the Common Area or the Common Area Improvements; and
- (i) Payment of all premiums for general public liability insurance insuring against claims for personal injury, death or property damage occurring in, upon or about the Common Area.

As provided in Article IV herein, the Board of Directors may levy and assess Common Area maintenance assessments against each Assessable Lot for the costs and expenses of the repair, maintenance and operations of the Common Area Improvements as provided in this Article VI.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color 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, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

ARTICLE VIII
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger (including but not limited to laundry umbrellas or other retractable apparatus) shall be constructed on any Lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna or dish, other than an inconspicuously mounted or screened satellite dish antenna of less than 19 inches in diameter, shall be erected on any Lot within the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets which, in the case of dogs, shall be limited to one per household. With respect to other non-exotic household pets, the Board of Directors may from time to time establish limits as to the size, weight, and

quantity per household. All pets shall be leashed when outside of the residential structure unless restrained by fencing (including invisible sound-barrier fencing) authorized as provided in this Declaration. No such pet shall be kept, bred or maintained for commercial purposes. All reptiles and pot-bellied pigs are classified as exotic pets. All unpleasantries created by the household pet shall be the responsibility of the Owner who shall be obligated to clean up after the animal. The Owner also shall prevent any prolonged barking or other noises from the household pets from becoming offensive or annoying to other Owners.

- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by the Declarant, its agents, and the Association as a sales and rental office, or as a model home or both, and while any Lot is so used, they shall have the right, for themselves, or their nominees, to place signs on the premises advertising such office or model home, or both.
- (e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.
- (f) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulation, restriction or exclusion by the Association.
- (g) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.
- (h) No finish or preservative shall be applied to any wooden decks other than a clear wood finish or preservative.

ARTICLE IX
ACCESS

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 purposes.

ARTICLE X EASEMENTS

Section 1. Ingress and Egress. There hereby is reserved in favor of the Owners and their tenants, agents, and invitees, and the agents and invitees of such tenants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the Common Area Improvements existing from time to time on the Properties, including but not limited to roadways, entrances, and exits and other service facilities located in, upon or under the Common Area, subject to such reasonable and uniformly applied rules and regulations as the Board of Directors may establish from time to time with respect to such use.

Section 2. Utility Lines. There hereby is reserved in favor of and granted to the Owners non-exclusive easements under, through and across the Common Area for water drainage systems, water mains, sewers, water sprinkler system lines, telephone and electrical conduits or systems, gas mains, other public utilities and service easements, which reservation shall include the right of an Owner to reasonably join in the use of any such existing systems, structures, mains, sewers, conduits, lines, and other public utilities and service facilities. The grantee of such easement shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use, provided the costs of maintaining and repairing common storm drains, utility lines, sewers and other service facilities are expenses in accordance with Article VI.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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 or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. Additional lots owned by Declarant in Legacy Subdivision in Douglas County, Nebraska, if any, may be added to the Properties and become subject to this Declaration upon the written direction of Declarant recorded in the same manner as Deeds shall be recorded at such time. Subject to the preceding sentence, this Declaration may be amended at any time by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by this Declaration. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

