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PROTECTIVE COVENANTS

The undersigned, CEDEVCO, INC., a Nebraska corporation (hereinafter referred to as "Declarant" or "Developer"), being the owner of Lots 71 through 292, inclusive, all in SPRINGBROOK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with an attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. No dog runs shall be permitted.

6. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

7. Weeds and Trees and Landscaping. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris. Any tree, landscaping and vegetation existing on any Lot, whether planted by the Developer or not, shall be the sole responsibility of the owner of such Lot and shall, at the sole expense of such owner, be maintained and, if removal is required due to damage or disease, such owner shall promptly remove and replace the such tree, landscaping and/or vegetation. In addition, any lot abutting any part of Outlot A, B, or C, Springbrook, shall be obligated to maintain, as reasonably necessary, the portion of such outlot abutting said owner's lot, including mowing, tree removal and other vegetation

FULLENBERRY DOYLE & JOBEUN
11440 WILSON CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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control, as required by the plat of Springbrook. Sanitary & Improvement District No. 504 of Douglas County, Nebraska shall own Outlots A, B and C, Springbrook, but its obligation to maintain the same shall be limited to cleaning out obstacles from within any drainageway located therein, also as provided on the plat of Springbrook.

8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

10. Signs/Model Homes. 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 signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. Boats and Trailers. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

14. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as disapproval

of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

15. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Springbrook, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, 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 and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Springbrook, or replat thereof or in a separate easement document, including but not limited to the following: a permanent easement and right-of-way that has been granted to Metropolitan Utilities District of Omaha affecting portions of Lots 44, 70, 88, 92 - 98, inclusive, and 288 - 292, inclusive, all in SPRINGBROOK, as more particularly depicted on the easement document recorded of record with the Douglas County Register of Deeds; and a permanent easement and right-of-way that has been granted to Metropolitan Utilities District of Omaha affecting portions of Lot 268, in SPRINGBROOK, as more particularly depicted on the easement document recorded of record with the Douglas County Register of Deeds; a permanent sixty (60') foot wide gas pipeline easement granted to Magellan Pipeline affecting portions of Lots 111-112, 233, 235 - 258, inclusive, all in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK and any separate easement document; a permanent twenty (20') wide sanitary sewer easement has been granted as depicted on the plat of SPRINGBROOK and in the separate easement document recorded with the Douglas County Register of Deeds at Book 1355 Page 692 and 697, affecting portions of Lots 112 - 132, inclusive, all in SPRINGBROOK; a permanent ten (10') foot wide storm sewer and drainageway easement has been granted to Douglas County, Nebraska, Sanitary & Improvement District No. 504 of Douglas County, Nebraska and the City of Omaha affecting portions of Lots 288 and 289, in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK; a permanent noise attenuation easement has been granted affecting portions of Lots 259, 262-266, inclusive, 288 - 292, inclusive, all in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK, and no structures, patios, decks, swing sets, playgrounds, pools, etc. shall be located in such easement area; a permanent forty (40') foot wide storm sewer and drainageway easement has been granted to Douglas County, Nebraska, Sanitary & Improvement District No. 504 and the City of Omaha affecting portions of Lots 260 and 261, in SPRINGBROOK, as more particularly depicted on the plat of SPRINGBROOK;

e. Direct vehicular access will not be allowed to 72nd Street, 78th Street, or Girard Street from any lot abutting any of said streets and also from Lots 263, 264 and 270, SPRINGBROOK, to Weber Street;

f. positive drainage over the storm sewer and drainageway easements between lots 260 and 261 and Lots 288 and 289, in SPRINGBROOK shall be perpetually maintained by the owners of such Lots.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, 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.

16. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

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

18. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

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

20. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

22. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 18 day of April 2005.

CEDEVCO, INC., Declarant,

By Gale L. Larsen
GALE L. LARSEN, President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

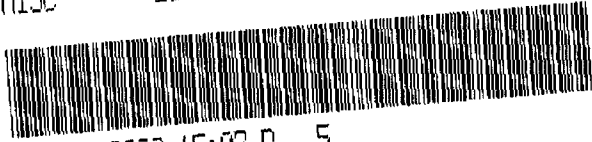
On this 18 day of April 2005, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of CEDEVCO, INC., known personally to me, who acknowledged such act to be his voluntary act and deed on behalf of said entity.

Loren Johnson
Notary Public





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FIRST AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Cedeveco, Inc., a Nebraska corporation ("Declarant").

RECITALS

A. On April 21, 2005, a document entitled Protective Covenants (hereinafter the "Declaration") for Lots 71 - 292, inclusive, all in SPRINGBROOK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Cedeveco, Inc., Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Instrument No. 2005045252.

B. Paragraph 20 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant as Developer for a period of ten (10) years following April 18, 2005.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on April 21, 2005 as Miscellaneous Instrument No. 2005045252 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom Paragraph 7 and adding in its place and stead the following:

7. Weeds and Trees and Landscaping. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris. Any tree, landscaping and vegetation existing on any Lot, whether planted by the Developer or not, shall be the sole responsibility of the owner of such Lot and shall, at the sole expense of such owner, be maintained and, if removal is required due to damage or disease, such owner shall promptly remove and replace the such tree, landscaping and/or vegetation. In addition, any lot abutting any part of Outlot A or B, Springbrook, shall be obligated to maintain, as reasonably necessary, the portion of such outlot abutting said owner's lot, including mowing, tree removal and other vegetation control, as required by the plat of Springbrook. Sanitary & Improvement District No. 504 of Douglas County, Nebraska shall own Outlots A, B and C, Springbrook, but its obligation to maintain the same shall be limited to cleaning out obstacles from within any drainageway located therein, also as provided on the plat of Springbrook. No person or entity or owner adjacent to Outlot C, Springbrook shall maintain or otherwise use Outlot C, Springbrook without the prior written approval of Sanitary & Improvement District No. 504 of Douglas County, Nebraska and the U.S. Army Corps of Engineers. Nor shall any person or entity or any owner take any action that would violate the terms of the Declaration of Restrictive Covenant - Jurisdictional Waterway (hereafter the "Outlot C Restrictions") and/or U.S. Army Corps of Engineers Permit No. 2003-11432 (hereafter the "Permit"). A true and correct copy of the Outlot C Restrictions is attached hereto and incorporated herein by this reference and a copy of the permit is available upon request from the U.S. Army Corps of Engineers Omaha Office.

All other terms of said Declaration shall remain in full force and effect.

Dated this 1 day of March 2006.

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ADH

CEDEVCO, INC., a Nebraska corporation,
By: *Gale Larsen*
GALE LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1 day of March 2006, before me, a Notary Public in and for said County and State, personally came Gale Larsen, as President of Cedeveco, Inc., a Nebraska corporation, known personally to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said entity.

Loren Johnson
Notary Public



**DECLARATION OF RESTRICTIVE COVENANT – JURISTICTIONAL WATERWAY
WITH BUFFERS**

THIS DECLARATION is made this 7th day of August 2005, by SANITARY & IMPROVEMENT DISTRICT NO. 504 OF DOUGLAS COUNTY, NEBRASKA ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of the real property legally described as OUTLOT "C", SPRINGBROOK as platted and recorded in Douglas County, Nebraska, hereinafter referred to as the "Real Property";

WHEREAS, the Declarant desires to provide for certain restrictions and covenants to enhance the Real Property and comply with the conditions required of it pursuant to Permit No. 2003-11432 issued by the U.S. Army Corps of Engineers.

NOW THEREFORE, Declarant hereby declares that the Real Property shall be held, sold and conveyed subject to the following restrictions and covenants, all of which are for the purpose of enhancing the Real Property and complying with all conditions identified in the U.S. Army Corps of Engineers Permit No. 2003-11432. These restrictions and covenants shall run with the Real Property and shall be binding on all parties having or acquiring any right, title or interest in said Real Property, or any part, which shall be subject to all and each of the following:

1. The Real Property will be maintained pursuant to conditions identified in U.S. Army Corps of Engineers Permit No. 2003-11432.
2. There shall be no construction or placement of or placement of buildings or mobile homes, fences, signs, billboards, or other advertising material, or other structures, whether temporary or permanent, on the land.
3. There shall be no removal, destruction, or cutting of trees or plants, spraying with biosides, insecticides, or pesticides, grazing of animals, farming, tilling, or other agricultural activity.
4. There shall be no filling, draining, dredging, or drilling. There shall be no excavation or removal of topsoil unless conducted strictly for adaptive management purposes, subsequent to approval by the District Engineer of the Omaha District of the US Army Corps of Engineers
5. There shall be no building of roads or paths for vehicular or pedestrian travel nor any change in the topography of the land.

EXHIBIT A

Page 1 of 2

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Declaration of Restrictive Covenant
SID 504, Douglas County

- 6. There shall be no operation of snowmobiles, dune-buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicle on the land.
- 7. This covenant may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Nebraska.
- 8. This covenant is made in perpetuity, and runs with the land, such that the present owner and its successors and assigns forever shall be bound by the terms and conditions set forth herein.
- 9. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 7th day of December, 2005.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT NO.
504 OF DOUGLAS COUNTY, NEBRASKA,
Declarant:

By: [Signature]
Clerk

By: [Signature]
Gale Larsen, Chairman

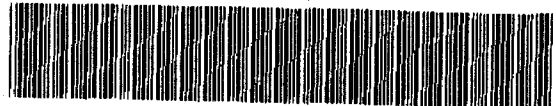
STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Gale Larsen as Chairman of Sanitary & Improvement District No. 504 of Douglas County, Nebraska, a Nebraska political subdivision, known personally to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said entity.

WITNESS my hand and Notary Seal on this 7th day of December, 2005.

Seal: [Signature]
Notary Public

 EXHIBIT A
 2 of 2



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SPRINGBROOK TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by CR Investments, Inc., a Nebraska corporation, hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots 1 through 7, inclusive, Lots 38 through 70, inclusive, all in SPRINGBROOK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 8 through 37, inclusive, SPRINGBROOK to be known as Lots 1 through 44, inclusive, all in Springbrook Replat One.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title 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.

**ARTICLE I
Definitions**

Section 1. "Association" shall mean and refer to Springbrook Townhome Owners Association, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and excluding such properties that are hereafter be detached from jurisdiction of the Association by amendment to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to CR Investments, Inc., its successors and assigns, including Celebrity Townhomes, Inc., if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II
Membership and Voting Rights**

Section 1. 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.

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

**FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482**

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person 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. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on June 1, 2012.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual 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. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and of the homes situated upon the Properties, including exterior maintenance as provided hereinafter, limited maintenance (as defined by the Association in its sole and absolute discretion) of the landscape easement granted to the Association in the Plat of Springbrook Replat One and maintenance of park area and/or trails owned by or controlled by easement in favor of the Association or with the permission of any owner that is a public entity.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Three Hundred Twenty dollars (\$1,320.00) per Lot. For the purposes of determining the amount of the maximum annual assessment, any assessments or charges levied pursuant to Article III, Section 7 and/or Article IV, Section 2 shall not be included.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent

to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as provided for in Article III, Section 7 and Article IV, Section 2, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis, as may be established by the Board.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the sole discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The assessments may be collected on a monthly or other periodic basis by the Association. 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.

Section 7. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Lots based upon the total number of Lots, however, vacant lots shall not be assessed but shall be maintained by the owners. Assessments may be apportioned against Lots where inordinate wear, tear and/or damage occurs to the items to be maintained by the Association due to the fault or negligence of a Lot owner.

Section 8. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association or a designated agent of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear the maximum rate of interest allowable 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 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 of title or transfer of such Owner's Lot.

Section 10. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

ARTICLE IV
Exterior Maintenance

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

Section 1. Assessments levied against each Lot, as defined in Article I, Section 4, 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) Operation and maintenance of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's costs resulting from such interference may be assessed against such Owner's Lot, which shall be a lien against such Lot and may be recorded of record. Owner shall remain liable for any damage caused to such system by any act or omission of such Owner or Owner's invitee, licensee or guest;
- (c) Painting of the exterior of each dwelling upon each Lot;
- (d) Providing trash pickup service for each Lot;
- (e) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (f) Maintaining any mailboxes upon the Properties;
- (g) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of 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.

Section 2. With the exception of improvements to any Common Area and any duties undertaken pursuant to section 1 of this Article, the Association shall have no duty to repair, replace or

maintain any concrete surfaces, buildings, systems, fences or other improvements to the Properties, but may, at its discretion, in the event that any Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings and any other improvements erected thereon, including, but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE V
Architectural Control

No fence shall be commenced, erected or maintained upon the Properties, except fences erected by the Developer or Declarant. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Association. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to act shall be deemed disapproval. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.

ARTICLE VI
Party Walls

Section 1. Each wall which is built as part of the original construction of any dwelling upon the Lots, and which is placed on the dividing line between any adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repairs and maintenance of any party wall shall be shared by the owners who make use of such party wall in proportion to the length of each Lot and party wall.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner or owners shall thereafter make use of such party wall, such other owners or owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner or owners to call for a larger contribution from other owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage caused by the elements.

Section 5. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and all owners shall be bound by any decision arrived at by a majority of all such arbitrators. Arbitration shall be governed by the terms of the Uniform Arbitration Act, to the extent consistent with the foregoing provisions.

ARTICLE VII
General Restrictions and Other Provisions

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

(a) 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 Association, shall any "For Sale" 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. In no event shall any "For Sale" sign larger than 9 square feet be displayed on any Lot, on any property adjacent to any Lot, or at the entryway to the subdivision. In no event shall any "For Rent" sign be displayed anywhere on any Lot, within any Improvement on any Lot, on any property adjacent to any Lot, or at the entryway to the subdivision. The Association shall have the right to remove any signs violating any prohibition contained in this Section or to levy a fine in the amount of Ten and NO/100ths (\$10.00) Dollars per day per sign for each sign violating this subsection. 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.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, other than non-exotic household pets. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred, or maintained for any commercial purposes. The Board of Directors of the Association shall make reasonable rules and regulations for the accommodation of pets.

(c) No fences, except those erected by the Developer, or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties.

(d) No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. 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. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant.

(e) Except as placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots or as provided in Section 1(a) of this Article, no sign, billboards, unsightly objects, or nuisances shall be erected, place, or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof.

(f) No offensive or unsightly appearance shall be maintained or allowed to exist 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. The Association shall have the right to require all owners to place trash and garbage in containers in specified areas for pick-up 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 designated by the Association. Trash and garbage containers and other refuse may only be visible from public view on any Lot when placed in front of the Lot on trash pick-up day, and, after pickup, such containers and anything not picked-up shall be returned to the dwelling of the Lot within eight (8) hours after trash collection has occurred.

(g) 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 uses of such Property, and except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Area.

(h) No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any of the Lots.

(i) No television antenna or radio receiver, satellite dish exceeding 24" in diameter, or other similar device shall be attached to or installed on any Lot, unless contained entirely

within the interior of a dwelling or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Properties. Any antenna, radio receiver, satellite dish or similar device installed shall be installed so that it is not visible from any public street abutting the Lot on which such device is located.

(j) No improper, offensive, or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

(k) No salt or de-icing material shall be utilized, at any time, on any driveway, sidewalk, stoop or step within the Properties.

(l) No playground equipment, swimming pool, pond, landscaping or other obstruction, as determined by the Association in its sole and absolute discretion, shall be installed on any Lot. In the event of a violation of this Section, the Association shall have the right to enter upon such Lot and remove such obstruction.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

ARTICLE VIII

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 IX

Insurance

Section 1. Townhome 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.

Section 2. Liability Insurance. The Association shall 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.

Section 3. 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.

ARTICLE X
Utility, Pipeline and Other Easements

1. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest, and any company which has been franchised to provide cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, 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 and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines, except those side boundary lines which are occupied by the common wall between the duplex units; an eight-foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and a perpetual easement is hereby granted to the Metropolitan Utilities District and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets, avenues and circles, whether public or private;

2. A permanent noise attenuation easement has been reserved in favor of Sanitary and Improvement District No. 504 of Douglas County, Nebraska and the City of Omaha which affects portions of Lots 1 - 26, inclusive, all in Springbrook Replat One, as more particularly depicted and described on the Plat of Springbrook Replat One;

3. A permanent landscape easement has been granted to the Springbrook Townhome Owners Association, affecting portions of Lots 1 - 38, inclusive, all in Springbrook Replat One, as more particularly depicted in the Plat of Springbrook Replat One and described in this Declaration;

4. A permanent fifteen (15') foot wide sound barrier facility easement has been granted to Sanitary and Improvement District No. 504 of Douglas County, Nebraska and the City of Omaha, affecting portions of Lots 1 - 7, inclusive, Springbrook, as more particularly depicted on the Plat of Springbrook and any related easement document;

5. A permanent fifty (50') foot wide gas line easement has been granted to Magellan Pipeline affecting portions of Lots 1 - 7, inclusive, Springbrook, as more particularly depicted on the Plat of Springbrook and any related easement document;

6. A permanent easement and right-of-way has been granted to Metropolitan Utilities District affecting portions of Lots 44 and 70, all in Springbrook as more particularly described in the easement document recorded with the Douglas County Register of Deeds;

No permanent buildings or retaining walls shall be placed in the said easement ways, but, if not contrary to the easement granted, 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. No direct vehicular access to Girard Street, 72nd Street or 78th Street from any Lot abutting any part of said streets shall be allowed.

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 by 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.

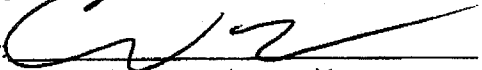
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be changed, altered, modified or otherwise amended during the first twenty (20) year period by the Declarant, in its sole and absolute discretion, which shall include but not be limited to the right to remove or otherwise detach any Lot or Lots from this Declaration and from the jurisdiction of the Association for the purpose of converting the use of said Lot or Lots to single family residential use and, if applicable, including such Lot or Lots in the single family homeowners association created by Declarant. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by the Declarant, in its sole and absolute discretion, or with the consent of two-thirds (2/3) of the members of the Association.

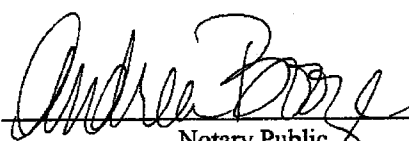
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of FEBRUARY 2005.

CR INVESTMENTS, INC., a Nebraska corporation, Declarant

By: 
Chad Larsen, Vice-President

State of Nebraska)
) ss.
County of Douglas)

Before me, a Notary Public, in and for said county and state, personally came Chad Larsen, Vice-President of CR Investments, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.


Notary Public

