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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR A PART OF HUNTINGTON PARK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by BENNINGTON COMPANY, a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 38 through 308, inclusive, in Huntington Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

Lots 32 through 37, inclusive, in Huntington Park, originally contained within the Declaration of Covenants filed with the Register of Deeds of Douglas County, Nebraska, on March 31, 1993, at Book 1064, Page 270 of the Miscellaneous Records, have been renumbered as Lots 303 through 308, inclusive, Huntington Park.

The Declarant desires to provide for the preservation of the values and amenities of Huntington Park, for the maintenance of the character and residential integrity of Huntington Park, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Huntington Park.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs", flag pole, solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shake shingles. Woodruff products or roofs are specifically prohibited.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the

business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.
7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.
9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.
10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet.
12. No swimming pool may extend more than one foot above ground level.
13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.
15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Huntington Park Subdivision. No livestock or agricultural-type animals shall be allowed in Huntington Park subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Huntington Park to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II. BOUNDARY FENCE

1. Declarant plans to construct boundary fences along both 156th and Blondo Streets (collectively the "Boundary Fence"). The Boundary Fence will be situated on the easterly most boundary line of Lots 1, 61 through 72, inclusive, 131, 305 through 308, inclusive, and will extend west approximately ten (10) feet; and on the southerly most boundary line of Lots 266 through 273, inclusive, and 275 through 277, inclusive, and will extend north approximately ten (10) feet. Each of such lots are collectively referred to as the "Boundary Lots".

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Huntington Park Homeowners Association to maintain, repair and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to place the Boundary Fence on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of HUNTINGTON PARK HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Huntington Park. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Huntington Park; and the protection and maintenance of the residential character of Huntington Park.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Huntington Park as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Huntington Park.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. Lien and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien

for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Sixty and no/100 Dollars (\$60.00) per Lot.

B. In each calendar year beginning on January 1, 1995, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

**ARTICLE IV.
EASEMENTS**

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 374 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service 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 (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell Telephone Company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by Northwestern Bell Telephone Company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Northwestern Bell Telephone Company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

4. Other easements are provided for in the final plat of Huntington Park which is filed in the Register of Deeds of Douglas County, Nebraska (Plat Book 1958, Page 134).

ARTICLE V.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by BENNINGTON COMPANY, a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by BENNINGTON COMPANY, a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. BENNINGTON COMPANY, a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

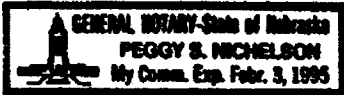
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of Sept., 1993.

BENNINGTON COMPANY, a Nebraska corporation,
"Declarant"

By Kelli Trummer
President

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

The foregoing instrument was acknowledged before me this 30 day of September, 1993, by Lisa Trummer, President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.



Peggy S. Nicholson
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



RECEIVED

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GEORGE J. B. FISHER
REGISTERED
DOUGLAS CO.

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF VILLAS OF
HUNTINGTON WOODS, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA

THESE DECLARATIONS are made as of the date shown at the close of this instrument, by the parties executing this Declaration who are, whether one or more, referred to herein as the "Declarant."

W I T N E S S E T H:

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

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lot 301, Huntington Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Villas of Huntington Woods, and for the maintenance of the character and residential integrity of Villas of Huntington Woods;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements 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

1. "Assessable Lot" shall mean and refer to each Lot upon which shall be erected a single family residence the construction of which shall be at least 80% completed according to the plans and specifications for construction of said single family residence.
2. "Association" shall mean and refer to Villas of Huntington Woods Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.
3. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
4. "Lot" shall mean and refer to each platted Lot shown upon the recorded subdivision map of the Properties, as amended.
5. "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
 - (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.
6. "Properties" shall mean and refer to:

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, resulting from a replat of Lot 301, Huntington Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

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

**ARTICLE II
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An Owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions in Article II of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Villas of Huntington Woods Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, Declarant may refuse approval of any proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed one and one-half stories in height, exclusive of basement level.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood shake shingles. Woodruff products or roofs are specifically prohibited.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any

lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska. All garage doors must be closed when not in use.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be stored or be permitted to remain outside except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence or mass planted hedges or shrubs or other structures which effectively act as a fence shall be permitted on any Lot.

12. No swimming pool may extend more than one foot above ground level.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in the Villas of Huntington Woods Subdivision. No livestock or agricultural-type animals shall be allowed in the Villas of Huntington Woods subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to

constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No temporary structure of any character, and no carport, trailer, open basement, storage or tool shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house, or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Villas of Huntington Woods to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. The use of private barbecue grills and the outside use or storage of barbecue grills is allowed on outside decks and patios, but may be subject to written regulation, restriction or exclusion by the Association.

22. No tree situated upon any Lot may be moved, removed, cut or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefore, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article II. For purposes of this paragraph, "tree" shall mean and refer to a tree of any type with a diameter larger than one and one-half (1½) inch at a height of five (5) feet. The front yard of each Assessable Lot must have a minimum of two (2) trees which are classified as deciduous. Subject to the Association's Exterior Maintenance Service Obligations described in Article V, Section 1 of this Declaration, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along the ten (10) foot public sidewalk easement area on their Lot. Should any of such trees, shrubs or bushes be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes or shrubs with trees, bushes or shrubs of the same or similar quality. In the event such replacement does not occur within thirty (30) days following written notice from either the Declarant or the Association, then either Declarant or the Association may cause such replacement to occur and charge the Owner of the Lot for such replacement.

23. The exterior trim and siding on each residence constructed on a Lot must be maintained in good and proper condition and must be fully painted no less frequently than the earlier of (i) sixty (60) months following completion of initial construction and thereafter no less frequently than sixty (60) months following the previous painting; or (ii) within ninety (90) days following notification from the Association to the Owner that the exterior paint on the Owner's residence has deteriorated to less than a good and proper condition.

24. Any landscape beds that are to be maintained by the Association shall be covered with river rock.

25. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

**ARTICLE III
BOUNDARY FENCE**

1. Declarant plans to construct boundary fences along the westerly, northerly and easterly boundaries of the Properties (collectively the "Boundary Fence"). The Boundary Fence will be situated along the easterly most boundary line of Lots 1 through 11, inclusive, extending west approximately ten (10) feet (herein referred to as the "Easterly Boundary Fence"), along the northerly most boundary line of Outlot 1 and Lots 12 through 22, inclusive, extending south approximately ten (10) feet (herein referred to as the "Northerly Boundary Fence") and along the westerly most boundary of Lots 22 through 29, inclusive, extending east approximately ten (10) feet (herein referred to as the "Westerly Boundary Fence"). Each of such Lots are collectively referred to herein as the "Boundary Lots."

2. Declarant hereby grants, reserves and declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant, the Association, and the Huntington Park Homeowners Association, a Nebraska nonprofit corporation (the "Huntington Park Association") to construct, maintain, repair, remove and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant, Association, and the Huntington Park Association may come upon any of the Boundary Lots for the purpose of constructing, repairing, maintaining, removing and replacing the Boundary Fence.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association and the Huntington Park Association that the Association and the Huntington Park Association have failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) neither the Association nor the Huntington Park Association place the Boundary Fence on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

**ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

1. Declarant has caused the incorporation of the Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

- (a) The acquisition, construction, landscaping, improvement, maintenance, operation, repair, upkeep and replacement of any Common Facilities for the general use, benefit and enjoyment of the members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Villas of Huntington Woods. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a sanitary improvement district.
- (b) The performance of Exterior Maintenance Services as described in Article V of this Declaration.
- (c) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applied to all members. The rules and regulations may permit or restrict use of the Common Facilities by members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use and enjoyment of the Common Facilities.
- (d) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Villas of Huntington Woods; and the protection and maintenance of the residential character of Villas of Huntington Woods.

2. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment. The Association shall have two classes of members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarants. 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 the Declarants, or their successors and assigns, which shall be entitled to three votes for each Lot they own. All Class B memberships 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, 2000.

3. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the members right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. Failure to attend a meeting of the members either personally or by proxy is a violation of this covenant. The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the

Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

4. 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 Owners family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

5. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include, but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of any Common Facilities, and the enforcement of the rules and regulations relating to any Common Facilities.

B. The doing and taking of such actions as may be necessary or appropriate to perform or secure performance of the Exterior Maintenance Services.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

**ARTICLE V
EXTERIOR MAINTENANCE SERVICES**

1. The Association shall provide exterior maintenance services upon each Assessable Lot as follows (herein the "Exterior Maintenance Services"):

- (a) Care and maintenance of trees, shrubs, bushes and lawns (to include regular mowing and application of chemical fertilizers and herbicides as necessary) and other exterior landscaping improvements as originally installed by the Declarant or developer of Villas of Huntington Woods, provided, however, that the Association's obligations to maintain trees, shrubs and bushes is limited to trees, shrubs and bushes installed in accordance with the original landscape allowance of \$1,000.00. Any trees, shrubs, bushes, or exterior landscaping improvements installed by or at the direction of the Owner of a Lot shall be and remain the responsibility of the Owner. Owner acknowledges that the original trees, shrubs, bushes and exterior landscaping improvements as installed by the Declarant or developer of the Villas of Huntington Woods are warranted for a period of one year from the time of installation. Thereafter, the Owner is responsible for replacement of all dead trees, shrubs and bushes, or other exterior landscaping improvement and upon failure to do so and after notice as provided in Article II, Section 22 of

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this Declaration each Owner shall allow the Association to replace such dead trees, shrubs and bushes or exterior 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 and maintenance of an underground watering system.
- (c) Maintenance, repair, removal and replacement of the Westerly Boundary Fence as may be deemed necessary or appropriate by the Board of Directors. The Huntington Park Association shall be responsible for maintaining, repairing, removing and replacing the Northerly Boundary Fence and Easterly Boundary Fence unless otherwise agreed by the Board of Directors of the Association.
- (d) Removal of snow from drives, front walks and stoops only, as determined by guidelines set forth by the Board of Directors.
- (e) Removal of trash no less often than weekly.
- (f) Exterior window washing two (2) times per year.

2. The Association shall provide "exterior painting services" for each Assessable Lot for which the Owner has made an election to secure exterior painting services and has paid the exterior painting assessment. "Exterior painting services" shall mean the following:

Exterior painting of the Owner's residence no less frequently than every forty-two (42) months, or such shorter period as determined by the Board of Directors of the Association from time to time, during which the Owner has continuously paid the exterior painting assessment provided in Article VI, Section 7 of this Declaration. Owners may elect to secure exterior painting services by delivering written notice to the Association, together with the first monthly exterior painting assessment.

3. There is hereby reserved and granted to the Declarant and the Association, and their respective officers, directors, employees, agents and contractors, a perpetual and nonexclusive easement for access to, from, on and along all Lots for the purpose of performing all Exterior Maintenance Services.

ARTICLE VI DUES AND ASSESSMENTS

1. The Association may fix, levy and charge the Owner of each Assessable Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

2. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Assessable Lot, and shall abate all dues and assessments due in respect of any Assessable Lot during the period such Assessable Lot is owned by the Declarant. Assessable Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

3. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

4. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of Article IV to perform the Powers and Responsibilities of the Association described in Section 5 of Article IV and to perform the Exterior Maintenance Services described in Section 1 of Article V.

5. Unless excess dues have been authorized by the Members in accordance with Section 7, below, the aggregate dues which may become due and payable in any month shall not exceed the greater of:

- A. Ninety-five and no/100 Dollars (\$95.00) per Assessable Lot.

B. In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

6. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year made under this Section 6 shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

7. For each Assessable Lot for which the Owner has made an election to secure exterior painting services, there shall be due a monthly exterior painting assessment of Thirty and no/100 Dollars (\$30.00) per month, provided commencing on January 1, 1998, the Board of Directors of the Association shall have the authority to increase the monthly exterior painting assessment by up to twenty-five percent (25%) on an annual basis to reflect actual increases in the cost of providing exterior painting services.

8. With the approval of seventy-five percent of the votes of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

9. The monthly 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 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 on which payments are due shall be established by the Board of Directors. 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.

10. 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.

11. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, 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, first deed of trust or initial purchase money security device 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 the sole responsibility to collect all assessments due.

ARTICLE VII GENERAL PROVISIONS

1. 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.

2. 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.

3. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by

the Owners of not less than sixty six and two-thirds percent (66 2/3%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than fifty one percent (51%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

4. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this 28th day December 1995.

"Declarant"

BENNINGTON COMPANY, a Nebraska corporation

By: Barbara Shaw
President

WHIT SMITH CONSTRUCTION, INC., a Nebraska corporation

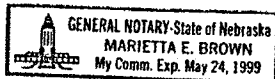
By: [Signature]
Whit Smith, President

HALLMARQ CONSTRUCTION, INC., a Nebraska corporation

By: [Signature]
Michael J. Hall, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of December, 1995, by Barbara Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 28th day of December, 1995, by Whit Smith, President of Whit Smith Construction, Inc., a Nebraska corporation, on behalf of the corporation.

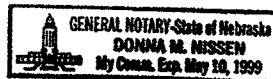


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 22nd day of December, 1995, by Michael J. Hall, President of Hallmarq Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CANNES, MULLEN, PANSING &
ROGAN
10650 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114



RECEIVED

APR 22 11 59 AM '96

GEORGE J. ...
REGISTER ...
DOUGLAS ...

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR A PART OF
HUNTINGTON PARK, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA**

This First Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements for a part of Huntington Park, a subdivision in Douglas County, Nebraska, dated September 30, 1993, and recorded with the Douglas County Register of Deeds on October 1, 1993, Miscellaneous Records, in Book 1098 at Page 229 (the "Declaration"), by Bennington Company, a Nebraska corporation (referred to as the "Declarant") and by Whit Smith Construction, Inc., a Nebraska corporation ("Whit Smith"), and Hallmarq Construction, Inc., a Nebraska corporation ("Hallmarq").

PRELIMINARY STATEMENT

The Declaration was made by the Declarant in connection with the development of Lots 38 through 308, inclusive, in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (such lots are herein referred to collectively as the "Lots" and individually as each "Lot"). The Lots are part of Huntington Park, a residential subdivision in Douglas County, Nebraska ("Huntington Park").

Lot 301, Huntington Park, has been replatted into 61 individual lots as shown on the plat recorded with the Douglas County Register of Deeds on February 16, 1995, in Book 1998, Page 132 (herein the "Villas Lots").

Lots 277 and 278, inclusive, Huntington Park, have been replatted into one (1) individual lot as shown on the administrative subdivision recorded in the Miscellaneous Records with the Douglas County Register of Deeds on March 1, 1995, in Book 1141, Page 292 (herein one of the "Lots").

Due to the various replattings, the above-identified Lots are now legally described as follows:

Lots 38 through 276, inclusive, Lots 279 through 300, inclusive, and Lots 302 through 308, inclusive, in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

MC-17850

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

MC 40332

Lot 1, Huntington Park Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

MC 17851

Except as specifically provided herein, for purposes of the Declaration, each of the above-identified Lots shall be deemed individual Lots governed by the provisions of the Declaration.

Declarant, Whit Smith and Hallmarq have considered amendment of the Declaration for purposes of: (i) excluding Lots 295 through 300, inclusive, and 302 from encumbrance by Article I and Article III of the Declaration; (ii) excluding Lot 131 from encumbrance by Article III of the Declaration; (iii) excluding the Villas Lots from encumbrance by Article I, of the Declaration; (iv) amending Article I, Section 2, Subparagraph B of the Declaration; (v) amending Article II, Section 1 of the Declaration; (vi) amending Article III, Section 4 of the Declaration; (vii) adding a new Article III, Section 16; and (viii) adding a new Article V, Section 5. Article V, Section 2 of the Declaration allows the Declarant to amend the Declaration in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date of the Declaration. Declarant has investigated the effect which the proposed amendments to the Declaration would have on the Lots and has concluded that the amendments would further the preservation of Huntington Park, and would further the maintenance of the character and residential integrity of Huntington Park, would further the benefits and protection afforded to the Lots by the Declaration.

04432
100.00
[Signature]

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2 of the Declaration, Declarant, Whit Smith and Hallmarq hereby amend and supplement the Declaration as follows:

- 1. Lots 295 through 300, inclusive, and 302 shall no longer be restricted or encumbered by Article I or Article III of the Declaration.
- 2. Lot 131 shall no longer be restricted or encumbered by Article III of the Declaration.
- 3. The Villas Lots shall no longer be restricted or encumbered by Article I of the Declaration.
- 4. Article I, Section 2, Subparagraph B of the Declaration shall be amended in its entirety to provide as follows:

B. Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Huntington Park Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, Declarant may refuse approval of any proposed Improvement.

- 5. Article II, Section 1 of the Declaration shall be amended in its entirety to provide as follows:

1. Declarant plans to construct boundary fences along 156th Street, along Blondo Street, along the northerly boundary of the Villas Lots and along the Westerly Boundary of the Villas Lots (collectively called the "Boundary Fence"). The Boundary Fence will be situated along the southerly most boundary of Lots 266 through 273 inclusive and Lots 275 through 277, inclusive, along the easterly most boundary of Lot 1, Lots 305 through 308 inclusive, Lots 61 through 72 inclusive, Lot 131, and Villas Lots 1 through 11, inclusive, along the northerly most boundary of Villas Outlot 1 and Villas Lots 12 through 22, inclusive, and along the westerly most boundary of Villas Lots 22 through 29. The referenced Lots are collectively referred to as the "Boundary Lots".

- 6. Article III, Section 4 of the Declaration shall be amended in its entirety to provide as follows:

4. Mandatory duties of Association. The Association shall maintain, repair, replace, and remove any Boundary Fence installed by Declarant on the Boundary Lots (with the exception of that portion of the Boundary Fence situated along the westerly most boundary of Villas Lots 22 through 29, inclusive), and shall maintain and repair entrance monuments and signs which have been installed by Declarant, all in a generally good and neat condition.

- 7. Article III, Section 16 shall provide as follows:

16. Additional Lots. From time to time, without the consent or approval of an Owner or Member, the Association may be expanded to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Huntington Park Subdivision. Such expansion(s) may be effected from time to time by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (herein after the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article III, and the owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

8. Article V, Section 5 shall provide as follows:

5. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Huntington Park Subdivision and the owner requesting the waiver. Declarant's decision on any request, waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any request for waiver, modification or amendment.

9. In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

10. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19th IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the day of February, 1996.

BENNINGTON COMPANY, a Nebraska corporation, "Declarant"

By Barbara Shaw
President

WHIT SMITH CONSTRUCTION, INC., a Nebraska corporation

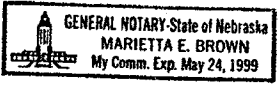
By: [Signature]
Whit Smith, President

HALLMARK CONSTRUCTION, INC., a Nebraska corporation

By: [Signature]
Michael J. Hall, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

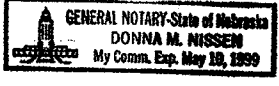
The foregoing instrument was acknowledged before me this 19th day of February, 1996, by Barbara Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

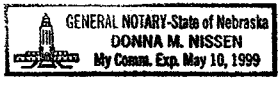
The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 1996, by Whit Smith, President of Whit Smith Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 1996, by Michael J. Hall, President of Hallmark Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

RECEIVED

SEP 13 3 04 PM '96



10431

10431

GEORGE S. BUESE
REGISTRAR
DOUGLAS COUNTY, NE

TEL. 60 COMP UP
S231 / 11V

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR A PART OF
HUNTINGTON PARK, A SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA**

This Second Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements for a Part of Huntington Park, a Subdivision in Douglas County, Nebraska, dated September 30, 1993, and recorded with the Douglas County Register of Deeds on October 1, 1993, Miscellaneous Records, in Book 1098, at Page 229, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements For a Part of Huntington Park, a Subdivision in Douglas County, Nebraska, dated February 19, 1996, and recorded with the Douglas County Register of Deeds on April 22, 1996, in Book 1174, at Page 742, Miscellaneous Records (as amended the "Declaration"), by Bennington Company, a Nebraska corporation (referred to as the "Declarant").

PRELIMINARY STATEMENT

The Declaration was made by the Declarant in connection with the development of residential lots in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("Huntington Park"). Certain of the lots of Huntington Park which are subject to the Declaration, have been replatted and, due to the various replattings, the lots encumbered by the Declaration are now legally described as follows (the "Declaration Lots"):

Lots 38 through 276, inclusive, Lots 279 through 300, inclusive, and Lots 302 through 308, inclusive, in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

mc-17850

Lots 1 through 61, inclusive, Villas of Huntington Woods, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

mc-40332

Lot 1, Huntington Park Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

mc-17851

Declarant is also the owner of two residential lots adjacent to the Declaration Lots, which two lots are legally described as follows (the "Additional Lots"):

Lot 440 and Lot 434, Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

mc-17850

Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the residential character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restrictions and easements set forth in the Declaration.

Horgan Development Company ("Horgan") is the owner of the Declaration Lots which are legally described as follows (the "Excluded Lots"):

Lots 198 through 201, inclusive, Lot 218, and Lot 219, in Huntington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Horgan has acquired the Excluded Lots from Declarant and will develop the Excluded Lots as part of an additional phase of Huntington Park. Horgan desires to have the Declarant release the Excluded Lots from encumbrance by the Declaration since the Excluded Lots will be subject to the Declaration of Covenants to be recorded against the Huntington Park lots being developed by Horgan.

Declarant has considered amendment of the Declaration for purposes of: (i) including the Additional Lots as "Lots" subject to the Declaration and subject to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration; and (ii) excluding the Excluded Lots from encumbrance by the Declaration.

Article V, Section 2 of the Declaration allows the Declarant to amend the Declaration in any manner which it may determine its full and absolute discretion for a period of five (5) years from the date of the Declaration.

Declarant has investigated the effect which the proposed amendments to the Declaration would have on the Lots as defined in the Declaration and has concluded that the amendments would further the preservation of Huntington Park, will further the maintenance of the character and residential integrity of Huntington Park, and further the benefits and protection afforded to the lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2 of the Declaration, Declarant, hereby amends and supplements the Declaration as follows:

1. Lot 440 and Lot 434, Huntington Park, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

2. Lots 198 through 201, inclusive, Lot 218, and Lot 219, in Huntington Park, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, shall no longer be restricted or encumbered by the Declaration.

3. In each and every other respect, the Declaration shall remain in full force and effect according to its terms.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

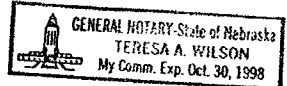
IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the 10th day of September, 1996.

BENNINGTON COMPANY, a Nebraska corporation,

By: Barbara Shaw
Barbara Shaw, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of September, 1996, by Barbara Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the corporation.



Teresa A. Wilson
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



MISC 2004042227



APR 05 2004 09:37 P 13

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/5/2004 9:37:43 AM



2004042227

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, is adopted on the date hereinafter set for by the undersigned, who constitute owners (including spouses where applicable) of more than sixty-six and two-thirds percent (66 2/3%) of the Lots, hereinafter described, which are the subject of the original Declaration, as amended, and this Amendment.

RECITALS

1. The undersigned are owners of more than sixty-six and two-thirds percent (66 2/3%) of the Lots in the VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, which Subdivision is legally described as follows:

Lots 1 through 31, inclusive, Lots 34 through 39, ⁵⁰ mc-40332 inclusive, Lots 43 through 61, inclusive, Villas of Huntington Woods, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska

and

Lots 1 and 2, Villas of Huntington Woods, Replat 2, a mc-40334 Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska

and

Lot 1, Villas of Huntington Woods, Replat 3, a subdivision, as surveyed, platted and recorded, in Douglas County, mc-40335 Nebraska

2. The above described real property is subject to a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS, dated the 28th day of December, 1995, and recorded on the 4th day of January, 1996, at Book 1105, Page 741 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, as amended by the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF HUNTINGTON PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, recorded on the 13th day of September, 1996, at Book 1187, Page 742 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska.

misc
13 / 59
FEE 94.50 FB See above
C/D COMP BW
DEL SCAN FV

3. The undersigned have determined that the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS should be further amended as hereinafter set forth.

NOW, THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA dated the 28th day of December, 1995, as amended by the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF HUNTINGTON PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, are hereby further amended as follows:

1. Section 6, ARTICLE II, RESTRICTIONS AND COVENANTS, is amended by deleting the first sentence thereof.

2. The first sentence of Section 8, ARTICLE II, RESTRICTIONS AND COVENANTS, is amended so as to provide as follows:

No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than seven (7) days within a calendar year.

3. Section 23, ARTICLE II, RESTRICTIONS AND COVENANTS, is amended so as to provide as follows:

23. The exterior trim and siding on each residence constructed on a Lot must be maintained in good and proper condition. If the exterior paint on the Owner's residence has deteriorated to less than a good and proper condition as determined by the Board of Directors, the exterior must be fully painted within ninety (90) days following notification from the Association to the Owner. All exterior paint colors, for both initial and subsequent paintings, must be approved by the Board of Directors of the Association.

4. Section 24, RESTRICTIONS AND COVENANTS, beginning with "Any landscape beds.." and ending with "..river rock" is deleted in its entirety.

5. Sections 1 (a) and (b), ARTICLE V, EXTERIOR MAINTENANCE SERVICES, are amended so as to provide as follows:

(a) Care and maintenance of lawns (to include regular mowing and application of chemical fertilizers and herbicides as necessary). The Owner is responsible for replacement of all dead trees, shrubs, and bushes, or other exterior landscaping improvement and upon failure to do so, and after notice as provided in ARTICLE II, Section 22 of this Declaration, each Owner shall allow the Association to replace such dead trees, shrubs and bushes or exterior 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) The Association shall provide only the following underground watering system maintenance: spring turn-on and fall turn-off. Operation and maintenance of underground watering systems shall be the responsibility of the Owner.

6. Section 2, ARTICLE V, EXTERIOR MAINTENANCE SERVICES, beginning with "The Association shall provide.." and ending with "..exterior painting assessment" is deleted in its entirety.

7. Section 7, ARTICLE VI, DUES AND ASSESSMENTS, beginning with "For each Assessable.." and ending with "..exterior painting services" is deleted in its entirety.

Except as amended as provided above, all terms and conditions of the original recorded DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, as previously amended, shall remain in full force and effect.

This AMENDMENT may be signed in counterpart signatures and when the signature and acknowledgment pages with signatures are attached to a single document, said single document shall be as legally effective and binding as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

This AMENDMENT shall be effective when it has been executed by the Owners of sixty-six and two-thirds percent (66 2/3%) of the above described lots composing the VILLAS OF HUNTINGTON WOODS, a subdivision in Douglas County, Nebraska.

The undersigned, being sixty-six and two-thirds percent (66 2/3%) of the Owners of the above described Lots in the VILLAS OF HUNTINGTON WOODS, a subdivision in Douglas County, Nebraska, hereby adopt this THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA for the above described lots.

The following Owners have executed this THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA as of the date indicated with their signature.

Dated this 23 day of September, 2003.

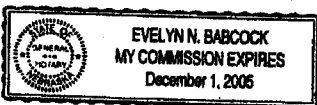
Edmond F. Keating
Signature
Edmond F. Keating
Printed Name (s) of Owner(s)
15706 Bedford Ave
Address
Lot 13, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003 by

Edmond F. Keating (EKB)

Evelyn N. Babcock
NOTARY PUBLIC



Dated this 23 day of Sept, 2003

JoAnn Redfern
Signature

JoAnn Redfern
Printed Name (s) of Owner(s)

3227 N 159 Ave
Address
Lot 34 Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003 by

JoAnn Redfern



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept, 2003

Frank J. Duffy
Signature

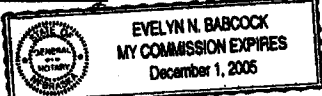
Frank J. Duffy
Printed Name (s) of Owner(s)

3234 N. 159 St.
Address
Lot 40, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003 by

Frank J. Duffy



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept, 2003

W.T. HOLTHAUS
Signature

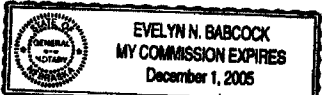
W.T. HOLTHAUS
Printed Name (s) of Owner(s)

3237 N 159 Ave
Address
Lot 46, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003 by

W.T. Holthaus



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept., 2003

Leland J. Bauer
Signature

LELAND J. BAUER
Printed Name (s) of Owner(s)

3830 N. 159th St.
Address

Lot , Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September 2003 by Leland J. Bauer.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of September, 2003

James R. Dunlap
Signature

JAMES R. DUNLAP
Printed Name (s) of Owner(s)

3246 North 159 St.
Address

Lot 37, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September 2003 by James R. Dunlap.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept., 2003

Marie P. Roth
Signature

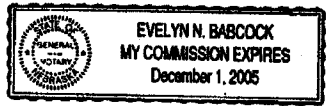
Marie P. Roth
Printed Name (s) of Owner(s)

3220 N. 157 St.
Address

Lot 57, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September 2003 by Marie P. Roth.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept, 2003

Maurice W. Conner
Signature

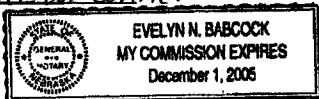
MAURICE W. CONNER
Printed Name (s) of Owner(s)

3208 N. 157th St.
Address

Lot 60, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003, by Maurice W. Conner



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Sept, 2003

Mary Beth Lee
Signature

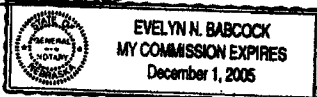
Mary Beth LEE
Printed Name (s) of Owner(s)

3210 N. 159th Ave
Address

Lot 30, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003, by Mary Beth Lee



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 23 day of Spt, 2003

Joyce Wohl
Signature

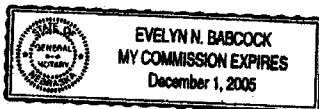
Joyce Wohl
Printed Name (s) of Owner(s)

3233 N. 159 St
Address

Lot 49, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003, by Joyce Wohl



Evelyn N. Babcock
NOTARY PUBLIC


Dated this 23 day of September, 2003.

Peggy Samuelson
Signature
Peggy Samuelson
Printed Name (s) of Owner(s)
15916 Bedford Ave.
Address

Lot 20, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003, by

Peggy Samuelson


Evelyn N. Babcock
NOTARY PUBLIC

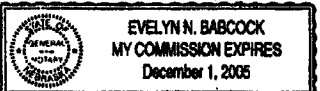
Dated this 23 day of September, 2003.

Donald D. Bienhoff
Signature
Donald D. BIENHOFF
Printed Name (s) of Owner(s)
3216 No 157th St.
Address

Lot 58, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 23 day of September, 2003 by

Donald D. Bienhoff


Evelyn N. Babcock
NOTARY PUBLIC


Dated this 14 day of October, 2003.

Jerry A. Ebers
Signature
Jerry A. Ebers
Printed Name (s) of Owner(s)
3224 No. 157th St.
Address

Lot 56, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 14 day of October, 2003 by

Jerry A. Ebers


Evelyn N. Babcock
NOTARY PUBLIC

Dated this 3rd day of NOVEMBER, 2003

Thomas Spain
Signature
THOMAS SPAIN
Printed Name (s) of Owner(s)
3234 N. 157th St.
Address
Lot 54, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 3rd day of November, 2003 by Thomas Spain.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 12 day of Jan., 2004

Robynne C. Wall
Signature
Robynne C. Wall
Printed Name (s) of Owner(s)
3232 N. 159th St.
Address
Lot 29, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 12 day of January, 2004, by Robynne C. Wall.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 12 day of Jan., 2004

Elizabeth R. Hearity
Signature
Elizabeth R. Hearity
Printed Name (s) of Owner(s)
3236 N. 159th Ave
Address
Lot 24 Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 12 day of January, 2004, by Elizabeth R. Hearity.



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 12 day of Jan., 2004

Jane M. Schweiger
Signature

Jane M. Schweiger
Printed Name (s) of Owner(s)
3245 No. 159th Street
Address

Lot 52, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 12 day of January, 2004, by

Jane M. Schweiger



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 12 day of January, 2004

Connie C. O'Neil
Signature

Connie C. O'Neil
Printed Name (s) of Owner(s)
3214 N. 159 Ave
Address

Lot 29, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 12 day of January, 2004, by

Connie C. O'Neil



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004

Mitch Johnson
Signature

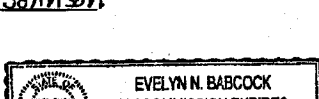
Mitch Johnson
Printed Name (s) of Owner(s)
15920 Bedford Ave
Address

Lot 21, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by

Mitch Johnson



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004

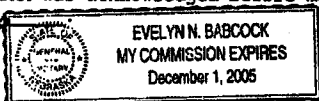
Donald R. Van
Signature

Donald R. Van
Printed Name (s) of Owner(s)

15710 Bedford Drive
Address
Lot 14, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by Donald R. Van



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004

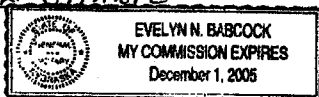
Philip L. Gilmore
Signature

Philip L. Gilmore
Printed Name (s) of Owner(s)

3238 No 157th St
Address
Lot 52, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by Philip L. Gilmore



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004

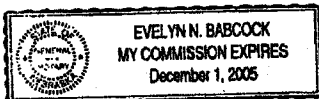
Harvey Sankey
Signature

Harvey Sankey
Printed Name (s) of Owner(s)

3204 N. 157th St
Address
Lot 61, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by Harvey Sankey



Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25th day of January, 2004

William J. Blivas
Signature

William J. Blivas
Printed Name (s) of Owner(s)

3205 No 159th
Address
Lot 43, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by William J. Blivas

 EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004


Theresa A. Bush
Signature

Theresa A. Bush
Printed Name (s) of Owner(s)

3217 No 159th St.
Address
Lot 45, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004, by Theresa A. Bush

 EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of January, 2004

Jennifer K. Ihle
Signature

Jennifer K. Ihle
Printed Name (s) of Owner(s)

3291 North 159th St.
Address
Lot 46, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004 by Jennifer K. Ihle

 EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Evelyn N. Babcock
NOTARY PUBLIC

Dated this 21 day of JANUARY, 2004.

Richard H. Weaver
Signature

RICHARD H. WEAVER
Printed Name (s) of Owner (s)
3206 N 159th AVE, OMAHA NE 68116
Address
Lot 21, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004 by

Richard H. Weaver
EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Evelyn N. Babcock
NOTARY PUBLIC

Dated this 25 day of JANUARY, 2004.

John Keith Power
Signature

JOHN KEITH POWER
Printed Name (s) of Owner (s)
3212 N. 157th St. Omaha 68116
Address
Lot 59, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 25 day of January, 2004 by

John Keith Power
EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Evelyn N. Babcock
NOTARY PUBLIC

Dated this 10 day of MARCH, 2004.

Gloria O. Webb
Signature

Gloria O. Webb
Printed Name (s) of Owner (s)
3242 N 159 St
Address
Lot 38 Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 10 day of March, 2004 by

Gloria O. Webb

Evelyn N. Babcock
NOTARY PUBLIC

EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Dated this 16th day of March, 2004.

Evelyn Eipperle
Signature

Evelyn Eipperle
Printed Name (s) of Owner(s)

3240 N. 159th St
Address

Lot 3, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 16 day of March, 2004, by EVELYN EIPPERLE.

[Signature]
NOTARY PUBLIC

Dated this 2 day of April, 2004.

[Signature]
Signature

Daniel M. Matuszek
Printed Name (s) of Owner(s)

3231 N. 159th Avenue
Address

Lot 35, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

GENERAL NOTARY - State of Nebraska
RICK BACANI
My Comm. Exp. Feb. 2, 2005

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this 2nd day of April, 2004, by Daniel M. Matuszek.

[Signature]
NOTARY PUBLIC

EVELYN N. BABCOCK
MY COMMISSION EXPIRES
December 1, 2005

Dated this ___ day of _____, 200__.

Signature _____

Printed Name (s) of Owner(s) _____

Address _____

Lot __, Villas of Huntington Woods

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF VILLAS OF HUNTINGTON WOODS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA was acknowledged before me this ___ day of _____, 200__, by _____.

NOTARY PUBLIC

RETURN TO:
James T. Boler
Attorney at Law
11718 Nicholas St., Suite 101
Omaha, NE 68154