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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE WATERFORD VILLAS

THIS DECLARATION is made as of the date shown on the close of this instrument, by Waterford Development, L.L.C. ("Declarant").

WITNESSETH:

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

Lots 32 - 47, inclusive, in Waterford, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

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

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

ARTICLE I
DEFINITIONS

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

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

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

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- (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.

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

Lots 32 - 47, inclusive in Waterford, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

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

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

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

Section 6. "Assessable Lot" shall mean and refer to any Improved Lot (other than any Lot owned by Waterford Development, L.L.C., its successors or assigns, or its designated builders.

Section 7. "Declarant" shall mean and refer to Waterford Development, L.L.C. and its successors and assigns.

Section 8. "Common Area" shall mean and refer to any property owned by or controlled by virtue of an easement in favor of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2010.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

which assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each

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

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

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 or 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 or 4 of this Article IV shall be sent to all Members not less than 7 days nor more than 50 days in advance of such meeting. At such meeting, the presence of Members, in person or by proxy, holding ten percent (10%) of the votes entitled to be cast shall constitute a quorum.

Section 6. Uniform Rate of Assessment. 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 payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of this Declaration, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

ARTICLE V EXTERIOR MAINTENANCE

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

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

- (a) Maintenance of the lawns on the Lot, including mowing of each Assessable Lot, excluding maintenance of private fences, pools and landscaping which shall remain the responsibility of the Owner of such Lot and of such improvements as may be within the confines of any fenced in area on any Assessable Lot. The Owner is responsible for replacement of all dead landscaping improvements, including dead perimeter trees, and if Owner fails to replace the same after seven (7) days written notice, the Owner agrees to allow the Association to replace such dead landscaping improvements, including dead perimeter trees, at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand, which amount shall be a lien upon the Lot and be enforceable as other liens in this Declaration. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (b) Operation of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to maintain the underground watering system

on Owner's Lot, including but not limited to turning off such system and clearing the pipes of such system during periods in which freezing temperatures may occur, and Owner shall remain liable for any damage caused to such system by a failure to maintain the same, which shall be a lien on the Lot and be enforceable as other liens in this Declaration;

- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors, which shall, at a minimum, include beginning removal of snow in excess of two (2") inches on the driveway and front sidewalk of any Assessable Lot within twelve hours after snowfall has stopped and, if four (4") inches or more of snow falls, driveways will be scraped prior to stoppage of falling snow. Only sand may be applied to any concrete surfaces within the Properties;
- (d) Weekly trash collection by the trash contractor designated by the Declarant; and
- (e) Optional services as deemed reasonably necessary and desirable by the Board of Directors.

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

- (a) Maintain, repair, and replace roofs, in the event that an Owner fails to do so, which cost shall be assessed against the Lot upon which the maintenance, repair, and/or replacement is made.
- (b) Maintain, repair (including painting) and replace exterior surfaces (including walls and doors), in the event that an Owner fails to do so, which cost shall be assessed against the Lot upon which the maintenance, repair, and/or replacement is made, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass.
- (c) Maintain, repair, and replace gutters, in the event that an Owner fails to do so, which cost shall be assessed against the Lot upon which the maintenance, repair, and/or replacement is made.

Association shall give seven (7) days written notice of its intent to perform any maintenance, repair and/or replacement pursuant to the provisions of this section. All replacements shall be of like kind if at all possible. Any special assessment made pursuant to this provision shall include the actual costs to the Association of any labor, materials, or other charge relating thereto and shall also include, in addition to such costs, a charge equal to an amount that is 20% of the total costs of labor, materials and other third party charges incurred by the Association, which shall be deemed to be payment for Association administration of such maintenance, repair and/or replacement. If such costs and 20% charge are not paid within thirty (30) days after written demand from the Association, such special assessment shall accrue interest, constitute a lien on the Lot, and be enforceable by the Association, all as set forth in Article IV. The Association may bring an action

at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Improved Lot through proceedings in any Court having jurisdiction of actions for the enforcement of such liens.

Section 3. Each Owner of an Improved Lot shall at all times maintain in good and clean condition and repair the trees, shrubs, lawn and other landscaping improvements within view from the streets and sidewalks adjacent to such Improved Lot, excluding the lawns to be maintained by the Association as provided in Section 1 of this Article V. If any Owner fails to properly maintain the landscaping improvements as provided in this Section 3, the Association may, at its option, after giving the Owner seven (7) days written notice (unless within such ten day period the Owner shall commence and thereafter pursue with due diligence to completion such maintenance), perform or have performed such maintenance. If the Association undertakes such maintenance due to the failure of Owner to perform the same, the costs of such maintenance shall be assessed against Owner and shall be paid to the Association by such Owner upon written demand for payment by the Association. If such costs are not paid within thirty (30) days after written demand from the Association, such assessment shall accrue interest, constitute a lien on the Improved Lot, and be enforceable by the Association, all as set forth in Article IV hereof. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Improved Lot through proceedings in any Court having jurisdiction of actions for the enforcement of such liens.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other improvement or structure, above or below ground, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications. Nothing in this paragraph shall be deemed to in any way restrict, supplant or supersede other architectural control requirements and restrictions that may encumber the Properties by virtue of the Declaration of Covenants, Conditions, Restrictions and Easement for Waterford, and amendments and/or restatements thereto.

ARTICLE VII GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. In addition to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, as amended and/or restated, every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulation, restriction or exclusion by the Association.
- (b) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.
- (c) No finish or preservative shall be applied to any wooden decks other than a clear wood finish or preservative.
- (d) No animals shall be maintained on any Lot, except for dogs and cats, however, not more than two (2) such animals may be maintained on any Lot at any time and such animals must be "house animals" and must be kept on a leash when outside at all times, and shall not disturb or annoy any occupants of any Lot. Any damage, deposit or other annoyance by any such animal shall be the responsibility of the respective Owner of the Lot from which such animal originates and any deposit on any Lot, street, sidewalk or other area within the Properties shall be removed promptly by such Owner.

ARTICLE VIII
INSURANCE

Section 1. The Association shall purchase and provide comprehensive general liability coverage insurance for the Properties in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide Directors and Officers liability coverage insurance for the Association, for its Officers, and members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation Insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws.

Section 2. Each Owner shall, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of insurance insuring such Owner and the Association, as an additional insured, against loss or damage by fire and such or risks as may be included within an extended coverage endorsement covering the full replacement cost of the buildings and other improvements from time to time erected upon or under such Owner's Lot. All such insurance shall be written by companies which are satisfactory to the Association and which are authorized to do insurance business in the State of Nebraska. Each policy shall contain an agreement by the insurer that it will not cancel or modify such policy except after thirty (30) days prior written notice to the Association and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of the insured. Certificates evidencing the existence of such insurance policies shall be delivered to the Association by the Owner annually and upon the reasonable request of the

Association. Each Owner may obtain such additional insurance for such Owner's benefit and at such Owner's own expense as may be deemed necessary by the Owner, including coverage for personal property damage or personal liability.

Section 3. In the event that any building on the Properties shall be damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the Owner of such building shall, at its expense, promptly and with due diligence repair, rebuild, and restore the same as nearly as practical to the condition existing just prior to such damage or destruction; or alternatively, the Owner of such building shall be required to clear, clean and raze the damaged building and landscape the entire Lot.

Section 4. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE IX

ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. Additional lots, contiguous to or encompassed within the Waterford development, owned by the Declarant, its successor or assigns, or any designated builder, if any, may be added to the Properties and become subject to this Declaration upon the written direction of the Declarant, its successor or assign and any designated builder, recorded in the same manner as Deeds shall be recorded at such time. This Declaration may be amended at any time during the initial twenty (20) year term referred to in Section 4 by the Declarant, its successor or assign, in its sole and absolute discretion, or, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by this Declaration, and thereafter by an instrument signed by the Owners of not less than seventy-five

percent (75%) of the Lots then covered by this Declaration. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. The 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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants, Conditions and Restrictions as of this 17th day of January 2002.

WATERFORD DEVELOPMENT,
L.L.C., Declarant,

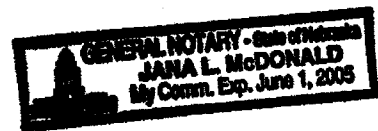
By: Maurice M. Udes
Maurice M. Udes, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

Before me the undersigned, a notary public, personally came Maurice M. Udes, to me personally known to be the Managing Member of Waterford Development, L.L.C., a Nebraska limited liability company, and that he acknowledged the execution of the above to be his voluntary act and deed as Managing Member and that the execution of this document was duly authorized as the voluntary act and deed of such company.

WITNESS my hand and notarial seal this 17th day of January 2002.

Jana L. McDonald
Notary Public






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Register of Deeds, Douglas County, NE
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Fullenkamp, Doyle & Johnson
11440 W. CENTER RD
OMAHA, NE 68144
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FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF WATERFORD, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS AMENDMENT TO AND RESTATEMENT OF DECLARATION is made the date hereinafter set forth by Waterford Development, L.L.C., a Nebraska limited liability company, Declarant.

RECITALS

A. On October 24, 2000, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska (hereinafter the "Declaration") for Lots 1 through 24, inclusive, 26 through 47, inclusive, and 49 through 89, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska at Book 1356 Page 161 of the Miscellaneous Records.

B. On June 19, 2003, a document entitled Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, in Douglas County, Nebraska for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, and Lots 45 through 47, inclusive, Lots 48 through 104, inclusive, Lots 114 through 123, inclusive, Lot 130, Lots 137 through 152, inclusive, Lots 199 and 200, Outlots H, I, J, N and O, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 through 5, inclusive, all in WATERFORD REPLAT I, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 through 63, inclusive, all in WATERFORD REPLAT 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book No. 2003118124 (hereafter the "Amendment and Restatement").

C. On August 15, 2003, a document entitled Second Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, in Douglas County, Nebraska for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 416, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and replats thereof and additions thereto, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book No. 2003158658 (hereafter the

“Second Amendment and Restatement”).

D. On September 14, 2004, a document entitled Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska, for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, and Lots 263 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded ind Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Delcarant in the office of the Register of Deeds of Douglas County, Nebraska as Document No. 2004122303 in the Miscellaneous Records (hereafter the “Third Amendment and Restatement”)(the Declaration, Amendment and Restatement, Second Amendment and Restatement and Third Amendment and Restatement are collectively referred to hereinafter as the “Declaration”).

E. On June 15, 2005, a document entitled Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska, for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, and Lots 263 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded ind Douglas County, Nebraska, and Lots 1 - 39, inclusive, all in KILTERA VILLAS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Delcarant in the office of the Register of Deeds of Douglas County, Nebraska as Document No. 2005069121 in the Miscellaneous Records (hereafter the “Fourth Amendment and Restatement”)(the Declaration, Amendment and Restatement, Second Amendment and Restatement, Third Amendment and Restatement and Fourth Amendment and Restatement are collectively referred to hereinafter as the “Declaration”).

F. Paragraph 3 of Article V of the Declaration provides that for a period of ten (10) years following at least October 24, 2000, the Declarant shall have the sole, absolute and exclusive right to waive, modify or amend all or any portion of the Declaration and Paragraph 3 of Article III of the Declaration grants the Declarant the right, without consent or approval of any Owner or Member, to add additional residential lots to the Declaration.

G. Declarant desires to annex an additional phase of Waterford known as Waterford

Crossing to this Declaration, as the same has been amended, and to the Waterford Homeowners Association, and to amend and restate the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on October 24, 2000 at Book 1356 Pages 161-174 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the Amendment and Restatement thereto recorded on June 19, 2003 at Miscellaneous Book 2003118124 with the Register of Deeds of Douglas County, Nebraska, the Second Amendment and Restatement thereto recorded on August 15, 2003 at Miscellaneous Book 2003158658 with the Register of Deeds of Douglas County, Nebraska, the Third Amendment and Restatement thereto recorded on September 14, 2004 at Miscellaneous Book 2004122303, and the Fourth Amendment and Restatement thereto recorded on June 15, 2005 at Miscellaneous Book 2005069121 with the Register of Deeds of Douglas County, Nebraska, should be and hereby are amended and restated in the following manner:

I. By deleting therefrom the Declaration, the Amendment and Restatement, the Second Amendment and Restatement, the Third Amendment and Restatement and the Fourth Amendment and Restatement in their entirety and adding in its place and stead the following:

THIS DECLARATION made on the date hereinafter set forth is made by WATERFORD DEVELOPMENT, L.L.C., a Nebraska limited liability company, 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 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, Lots 201 through 257, inclusive, Lots 263 through 395, inclusive, Lots 398 through 439, inclusive, Lots 443 through 445, inclusive, Lot 449, Lots 457 through 498, inclusive, and Lots 507 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded ind Douglas County, Nebraska, Lots 1 - 39, inclusive, all in KILTERA VILLAS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 26, inclusive, all in WATERFORD CROSSING, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 and 2, WATERFORD REPLAT SEVEN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 through 21, inclusive, all in WATERFORD REPLAT EIGHT, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto,

OJ-40705.

OJ-40706 replat

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OJ-40712

OJ-40713

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

The Declarant desires to provide for the preservation of the values and amenities of Waterford, for the maintenance of the character and residential integrity of Waterford, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Waterford. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Waterford, as well as any and all other facilities, acquired, constructed, improved, leased, maintained, operated, repaired and/or replaced by the Homeowners Association for the general use, benefit and enjoyment of the members of the Homeowners Association.

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 Lots 32 - 38, inclusive, Lots 45 - 47, inclusive, and Lots 201 through 257, inclusive, all in WATERFORD, Lots 1 - 5, inclusive, in WATERFORD REPLAT I and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, Lots 1 - 39, inclusive, all in KILTERA VILLAS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 26, inclusive, all in WATERFORD CROSSING, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and any other lots specifically designated by Declarant as a villa lot, which may be used for attached or detached duplexes (hereinafter the "Duplex Lots" or "Villa Lots"), and 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, neighborhood clubhouse, outlot or for other non-profit use.

2. No residence, fence (other than fences constructed by or at the direction of Declarant), building, driveway, swimming pool, pool house, storage shed, dog house, kennel, dog run, well, tennis court, rock garden, deck, mailbox, gym, playground equipment 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 light of the conditions and restrictions of Article I of this Declaration, the location of amenities in the Waterford development, the location of the proposed Improvement on the Lot, the view of neighboring Lots, and in relation to the type and exterior of improvements constructed, or approved for construction, on similar Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials, and that, when possible, views of lake amenities within the Waterford subdivision should be preserved. 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 Waterford Subdivision, the view of lake amenities within the Waterford development and to protect the value, character and residential quality of all similar Lots in a manner consistent with this Declaration. If Declarant determines that the proposed improvement does not conform with the surrounding improvements, interferes with the view or does not conform with the topography or 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 Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots, including all other phases, or ten (10) years from the date hereof, whichever shall occur first, all discretions of Declarant under this Article 1, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein, however, at no time shall Lots owned by the Declarant be subject to review and/or approval, architectural or otherwise, by the Homeowner's Association.

3. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be

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permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. Any patio, patio enclosure, swing set, playground equipment, tree house, satellite dish (less than eighteen inches (18") in diameter and approved by Declarant, or other communications device allowed by a binding order of a court or governmental agency) or flag pole shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. No solar-collecting panels or equipment, wind-generating power equipment, above ground swimming pools in excess of eighteen inches (18") in depth, solar heating or cooling device, storage sheds, wind mills shall be permitted on any of the lots subject to these covenants. No outside radio, television, ham broadcasting, earth station, satellite receiving station or dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

5. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No livestock or agricultural-type animals shall be allowed in Waterford Subdivision, including pot-bellied pigs.

6. 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. All Lots shall have a front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum interior side yard set back of five (5) feet, and a street side yard set back of fifteen (15) feet for those houses on corner lots. The restrictions of this paragraph may be waived by Declarant with respect to Villa Lots as reasonably necessary for construction of villas on said Villa Lots.

7. 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, simulated brick, stone, stucco, vinyl siding or other material approved by Declarant. All siding must be horizontal siding as 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 or other approved material. 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 or asphalt shingles, or other material and color specifically approved by Declarant.

8. All exterior wood and other surfaces shall only be painted or covered with colors

tones of browns and grays, which colors shall first be approved by Declarant, or its assigns, prior to the installation of the paint or covering. If vinyl siding is used on any improvement on any Lot, lap width, thickness and color shall be submitted to Declarant for review and approval or disapproval in its sole and absolute discretion in accordance with the provisions of architectural approval as stated in Paragraph 2 of this Article.

9. 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 eight (8) square feet advertising a lot as "For Sale". No premises shall 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. No business activities of any kind shall be constructed on the Lot. Provided, however, the provisions of this paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents, designated builders or assigns, during the construction and sale of the Lots. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining entrance monument displays as the Declarant deems acceptable, and such other signage as Declarant may approve.

10. 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 construction, and then only in as neat and inconspicuous a manner as possible. Any unused building material, junk, rubbish, or debris left on any Lot, except during actual building construction activity, may be removed by the Declarant or the Association, and the costs of such removal shall be a lien against the Lot, including interest thereon at the rate of 16% per annum, attorney's fees and costs, and may be recorded of record with the Register of Deeds of Douglas County, Nebraska.

11. 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. All residential Lots shall provide at least a 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. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 11 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

12. 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. Unless written waiver is given by Declarant, Owners shall use the trash removal contractor designated by Declarant, which designation may change from time to time, for trash removal and trash shall be removed weekly. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling

or Declarant approved storage shed 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 planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size. All Lots shall be fully sodded at the time of completion of the Improvements.

13. 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.

14. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building unless otherwise approved by Declarant. No tree(s), which diameter at the base of its trunk is two (2) inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of Declarant.

15. No fence shall be permitted to extend beyond the front line of a main residential structure. No fence shall be permitted on Lots 201 - 257, inclusive, Waterford, and Lots 1 - 5, Waterford Replat 6. Only wrought iron or blackline fencing not more than six (6) feet in height and not less than fifty (50%) percent open shall be used on Lots 263 - 300, inclusive, Lots 393 - 398, inclusive, Lots 456 - 460, inclusive, Lots 468 - 472, inclusive, and Lots 474-476, inclusive, all in Waterford. Lot 263, and Lots 288-300, inclusive, all in Waterford, shall be subject to an easement in favor of the Association for the construction, installation, repair and maintenance of a four (4') foot high, wrought iron or blackline fencing along the street-side lot line of such Lots. No wood fencing shall be used on Lot 301, Lots 320-321, Lots 328 - 347, inclusive, Lots 354 - 355, and Lot 374-424, inclusive, Lots 438 - 443, inclusive, Lots 449 - 455, inclusive, Lots 490-491, Lots 494 - 498, inclusive, all in Waterford. No chain link fencing shall be used on any Lot.

16. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement.

17. 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 constructed by the owner of the Lot in such locations as approved and directed by Declarant 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.

18. 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.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards and landscaped surrounding the unit so as not to be visible from the 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 vegetation, 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, debris or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. The Association may enter onto any Lot that is in violation of any part of this paragraph to remove dangerous, diseased or otherwise objectionable vegetation, shrubs or trees and/or to remove dumped earth, debris or waste material and such Lot shall be subject to a lien for all costs and expenses incurred by the Association for the same, which may be recorded of record against such Lot.

20. 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.

21. No structure of a temporary character, carport, trailer, tent, outbuilding, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently, except that with prior written approval of the Declarant, one (1) temporary construction trailer of a type, quality and with landscaping approved in writing by Declarant, may be used for not more than one (1) year during the period of actual construction of residences within the Waterford neighborhood. No structure or dwelling shall be moved from outside Waterford to any Lot without the written approval of Declarant.

22. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Waterford Subdivision.

ARTICLE II. LANDSCAPE BUFFER

1. Declarant, in its sole discretion, may construct a landscape buffer and/or fence along a twenty (20) foot wide strip of land abutting the rear boundary lines of any, some or all Lots 1 through 8, inclusive; 14 through 18 inclusive; 51 through 53, inclusive; 58 and 59; 76 through 79, inclusive, and 142 - 147, inclusive, all in Waterford (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 Waterford Homeowners Association to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lot for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

ARTICLE III. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of Waterford Homeowners Association, a Nebraska not for profit corporation (hereinabove and hereinafter referred to as the "Association"). The Association shall have as its purpose the preservation of the values and amenities of Waterford, the maintenance of the character and residential integrity of the Waterford subdivision, and replats thereof (collectively "Waterford"), as established by the Declarant from time to time and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, leasing, 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 the clubhouse, gatehouse, and swimming pools, tennis courts, basketball courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, fences, paths, ways and green areas; the Landscape Buffer, and signs and entrances for Waterford. 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 with the permission of said 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 to 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 Waterford; and the protection and maintenance of the residential character of Waterford.

2. Membership and Voting. Waterford was initially divided into eighty nine (89) separate single family residential lots and additional phases of the Waterford development, including but not limited to the residential lots in Waterford Phase II, Waterford Phase III, Waterford Phase IV, Kiltera Villas, and Waterford Crossing, including replats thereof, are also part of Waterford (collectively referred to as the "Lots"). The "Owner" of each Lot in Waterford shall be a Member of this Association. It is intended that future phases of Waterford as may be developed by the Declarant will be included in and annexed to this Declaration and the Association. 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.

Except for Lots owned by the Declarant, the owner of each Lot, whether one or more persons, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association. Lots owned by Declarant which shall be entitled to ten (10) votes for each Lot owned.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition to any other amendments made by Declarant in its discretion, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Waterford Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. 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, leasing, 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, paths, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Waterford.
- C. The option to uniformly paint and maintain the street light poles, street signage, and mailboxes. The uniform color shall be determined by Declarant.
- D. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, and or assessments made pursuant to the terms of this Declaration.
- E. 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, if acting on behalf of the Association.

F. 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.

G. 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.

H. 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.

I. 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 and the employment of individuals for the maintenance, administration and operation of the Common Facilities.

J. 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.

K. 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.

5. Mandatory Duties of Association. The Association shall operate, maintain and repair the clubhouse, gatehouse, swimming pools, silt pond, decorative street lights, any landscape, wall and/or fence buffer, entrance monuments, and signs which have been installed by Declarant or the Association to provide for a first class appearance, and shall maintain all Outlots in the Waterford development, including but not limited to Outlots A, B, D, E, F, K, M, and P - FF, inclusive, in Waterford, Outlot L, Waterford Replat 3, Lots 25 and 48 in Waterford, all of which are within the Waterford development, that are to be transferred to the Association or subject to an easement in favor of the Association. The Outlots in Kiltera Villas shall be owned, operated and maintained solely by the owners association formed for the exterior maintenance of the Kiltera Villas.

6. 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.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments 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.

8. Liens 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. .

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

10. Annual Dues. The Board of Directors may establish annual dues in such amount and in such manner against the Lots as deemed necessary to carry out the purposes and responsibilities of the Association. Dues and assessments shall be assessed against each Lot on a pro rata basis, except that neither dues nor assessments shall be assessed against any Lot during any period such Lot is owned by the Declarant.

11. 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.

12. Adjusted Uniform Rate of Assessment. Assessments and dues shall be fixed at an adjusted uniform rate as to all Lots adjusted upwards or downwards as the case may be as set forth in Paragraph 10 above, but dues may be abated as to individual Lots, as provided in Paragraph 7 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 assessments 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 and/or assessments shall bear interest from the due date at the rate of Fifteen percent (15%) per annum or the maximum legal rate of interest, whichever is less, 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, US West 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. 441 of Douglas County, Nebraska, and Sanitary and Improvement District No. 484 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 Company, 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 easement-ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement-ways 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

3. A perpetual easement is further reserved in favor of the Association for street monuments and/or signs over, under and across a 15' x 15' area abutting the intersection of the north and west property lines of Lots 201, 301, 321, 338, 355, 375, and 396, and a 15' x 15' area abutting the intersection of the south and west property lines of Lots 320, 337, 354, 374, 395 and 416.

4. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Boundary Lots and Lot 25 which is a non-buildable lot owned and maintained by the Association.

5. A perpetual easement is further reserved in favor of the Waterford Homeowners Association, Inc. for the purposes of erecting, operating and maintaining signage and landscaping on the southernmost 50 feet of the westernmost 50 feet of Lot 199, Waterford. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement-way but same may be used for other purposes that do not then or later interfere with the aforementioned uses or rights granted.

6. Other easements are provided for in the final plat of Waterford, which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2164 Page 736), replats thereof, including but not limited to Waterford Replat 1, Waterford Replat 2, Waterford Replat 3, Waterford Replat 6 and future phases of Waterford, including but not limited to Phases II, III and IV.

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 Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

3. By written consent of the Declarant, 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 Waterford subdivision and the Owner requesting the waiver. Declarant's decision on any requested 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 Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, 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.

5. 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 ___ day of August 2005.

WATERFORD DEVELOPMENT, L.L.C., a
Nebraska limited liability company, "Declarant,"

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

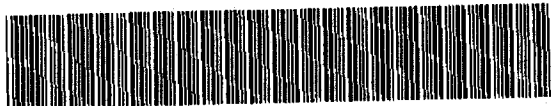
ss.

The foregoing instrument was acknowledged before me this 2nd day of August 2005, by Barbara Udes Shaw, Manager of Waterford Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person who executed the foregoing instrument and acknowledged the same to be her voluntary act and deed on behalf of said limited liability company.

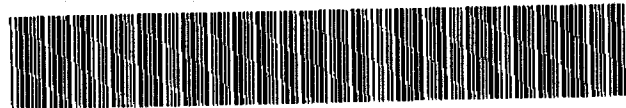
Jana L. McDonald

Notary Public





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max 550
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3/KP _____ C/O _____ COM _____
DEL _____ SCAN _____ FV _____
see attached
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/3/2007 10:33:01.39



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**SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF WATERFORD, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS AMENDMENT TO THE DECLARATION, is made the date hereinafter set forth by Waterford Development, L.L.C., a Nebraska limited liability company.

RECITALS

A. On October 24, 2000, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska (hereinafter the "Declaration") for Lots 1 through 24, inclusive, 26 through 47, inclusive, and 49 through 89, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska at Book 1356 Page 161 of the Miscellaneous Records.

B. On June 19, 2003, a document entitled Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, in Douglas County, Nebraska for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, and Lots 45 through 47, inclusive, Lots 48 through 104, inclusive, Lots 114 through 123, inclusive, Lot 130, Lots 137 through 152, inclusive, Lots 199 and 200, Outlots H, I, J, N and O, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 through 5, inclusive, all in WATERFORD REPLAT I, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 through 63, inclusive, all in WATERFORD REPLAT 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book No. 2003118124 (hereafter the "Amendment and Restatement").

C. On August 15, 2003, a document entitled Second Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, in Douglas County, Nebraska for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 416, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and replats thereof and additions thereto, was recorded by Declarant in the office of the Register of Deeds of

Full 1

Douglas County, Nebraska as Miscellaneous Book No. 2003158658 (hereafter the "Second Amendment and Restatement").

D. On September 14, 2004, a document entitled Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska, for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, and Lots 263 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Delcarant in the office of the Register of Deeds of Douglas County, Nebraska as Document No. 2004122303 in the Miscellaneous Records (hereafter the "Third Amendment and Restatement")(the Declaration, Amendment and Restatement, Second Amendment and Restatement and Third Amendment and Restatement are collectively referred to hereinafter as the "Declaration").

E. On June 15, 2005, a document entitled Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska, for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, and Lots 263 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 39, inclusive, all in KILTERA VILLAS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Delcarant in the office of the Register of Deeds of Douglas County, Nebraska as Document No. 2005069121 in the Miscellaneous Records (hereafter the "Fourth Amendment and Restatement")(the Declaration, Amendment and Restatement, Second Amendment and Restatement, Third Amendment and Restatement and Fourth Amendment and Restatement are collectively referred to hereinafter as the "Declaration").

F. On August 8, 2005, a document entitled Fifth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Waterford, a Subdivision in Douglas County, Nebraska, for Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, and Lots 263 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County,

Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded ind Douglas County, Nebraska, and Lots 1 - 39, inclusive, all in KILTERA VILLAS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Delcarant in the office of the Register of Deeds of Douglas County, Nebraska as Document No. 2005096397 in the Miscellaneous Records (hereafter the "Fifth Amendment and Restatement")(the Declaration, Amendment and Restatement, Second Amendment and Restatement, Third Amendment and Restatement, Fourth Amendment and Restatement, and Fifth Amendment and Restatement are collectively referred to hereinafter as the "Declaration").

G. Paragraph 3 of Article V of the Declaration provides that for a period of ten (10) years following at least October 24, 2000, the Declarant shall have the sole, absolute and exclusive right to waive, modify or amend all or any portion of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Declaration should be and hereby are amended in the following manner:

A. By Amending the legal description to read:

OJ-40705

Lots 1 through 24, inclusive, Lots 26 through 38, inclusive, Lot 45 - 47, inclusive, Lots 49 through 66, inclusive, Lots 69 through 95, inclusive, Lots 114 through 123, inclusive, Lots 137 through 152, inclusive, and Lots 201 through 257, inclusive, Lots 263 through 395, inclusive, Lots 398 through 439, inclusive, Lots 443 through 445, inclusive, Lot 449, Lots 457 through 490, inclusive, Lots 493 through 498, inclusive, and Lots 507 through 515, inclusive, all in WATERFORD, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 - 5, inclusive, all in WATERFORD REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 80, inclusive, all in WATERFORD REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 - 5, inclusive, all in WATERFORD REPLAT 6, a subdivision as surveyed, platted and recorded ind Douglas County,

OJ-40706

OJ-40708

OJ-40711

Nebraska, Lots 1 and 2, all in WATERFORD REPLAT 7, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 through 21, inclusive, all in WATERFORD REPLAT 8, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 and 2, all in WATERFORD REPLAT 11, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 through 21, inclusive, and Lot 23, all in KILTERA VILLAS, a

OJ-40713

OJ-40716

subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots 1 through 17, inclusive, all in KILTERA VILLAS REPLAT 1, a subdivision as surveyed, platted and recorded ind Douglas County, Nebraska, and replats thereof and additions thereto.

OJ-40712

OJ-20341

OJ-20342

B. By deleting in its entirety Article I Paragraph 2 Subparagraph E, only, and replacing it with the following:

E. At such time as there shall be a completed single family residence

constructed and occupied on one hundred percent (100%) of all Lots, including all other phases, or fifteen (15) years from the date hereof, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article II herein, however, at no time shall Lots owned by the Declarant be subject to review and/or approval, architectural or otherwise, by the Homeowner's Association.

C. By deleting in its entirety Article V Paragraph 2 and replacing it with the following:

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

D. By amending Article I at the end with Paragraph 24 as follows:

24. No fence abutting Waterford drive shall be made of any material other than black wrought iron, or black PVC or black aluminum designed to simulate the look of black wrought iron, without the express written consent of the Declarant. All fences abutting Waterford Drive shall still be subject to the provisions of Article I Paragraph 2 of this Declaration.

The Declarant has executed this Sixth Amendment to Declaration as of this 29 day of

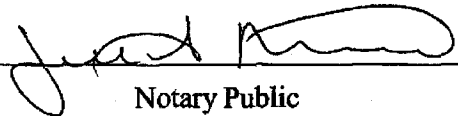
November 2007.

WATERFORD DEVELOPMENT, L.L.C., a
Nebraska limited liability company,
"Declarant,"

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of November 2007, by Barbara Udes Shaw, Manager of Waterford Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person who executed the foregoing instrument and acknowledged the same to be her voluntary act and deed on behalf of said limited liability company.



Notary Public

