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Glory J. Dowling

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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE THIRD PLATTING, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots 111 through 192, inclusive, in Lincoln Place Third Platting, a subdivision in Sarpy County, Nebraska.

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 Lincoln Place, for the maintenance of the character and residential integrity of Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Lincoln Place. 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 Lincoln Place, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's 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:

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

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ARTICLE 1.
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, driveway, swimming pool, pool house, dog house, 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 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 and in relation to the type and exterior of improvements 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 Lincoln Place Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or 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

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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, 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 III herein.

3. Any patio, patio enclosure, swing set, playground equipment, dog house, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. One (1) small shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line of a Lot, of material similar in style and color to the primary Improvement on said Lot, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns as provided in Article I, paragraph 2.

5. No solar-collecting panels or equipment, wind-generating power equipment, flag poles, or above ground swimming pools in excess of eighteen inches (18") in depth, metal storage sheds or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.

6. 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, which shall be located adjacent to the rear portion of the dwelling concealed from public view. No dog runs or kennels of any kind shall be allowed in Lincoln Place Subdivision. No livestock or agricultural-type animals shall be allowed in Lincoln Place Subdivision, including pot-bellied pigs.

7. 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. Residences on all lots shall comply with all zoning and subdivision ordinances of the City of Gretna, including but not limited to any required minimum front set back, minimum rear set back, minimum side set back, and minimum street side yard set back.

8. 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 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, wood or other material approved in writing by Declarant. Unless

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other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, or other material and color specifically approved by Declarant.

9. All exterior wood surfaces shall only be painted in tones of browns and grays, which color shall first be approved by Declarant, or its assigns, prior to the installation of the paint.

10. 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 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 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.

11. 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.

12. 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 Gretna, 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 12 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.

13. 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 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 maintained in rear yards. All Lots shall be commercially hydroseeded or fully sodded, at the time of completion of the Improvements.

14. 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.

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15. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, PVC or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet. No fence shall be installed less than six (6") inches above the ground except for fencing material, approved by Declarant, in writing, which does not impede the natural flow of storm and other water drainage.

16. 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.

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 placed six (6) 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 Gretna,

18. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approaches 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 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 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.

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 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 Lincoln Place 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.

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

24. Each Owner, other than the Declarant, shall establish drainage areas on and abutting such Owner's Lot as provided in Article IV, Paragraph 3 and Exhibit "A," attached hereto and incorporated herein by this reference. No drainage area on any Lot established in conformity with the drainage plan by the Declarant's engineer shall be changed or impeded in any way. Declarant, its representatives and agents, including its engineer, shall not incur any liability for damage due to drainage on any Lot regardless of whether such drainage was established in conformance with Declarant's drainage plan.

ARTICLE II INTENTIONALLY OMITTED

ARTICLE III. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Lincoln Place Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have 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 Lincoln Place. 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 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 Lincoln Place; and the protection and maintenance of the residential character of Lincoln Place.

2. Membership and Voting. Lincoln Place is being initially divided into one hundred and three (103) separate single-family residential lots, and additional single-family residential lots such as those within the third platting (all such lots and other phases collectively referred to

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as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Lincoln Place 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 entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association.

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, 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, except that such additional Lots may, at the Declarant's option, be subject to a separate Declaration of Covenants, Conditions, Restrictions and Easements and in the event of any inconsistencies between the original Declaration and any separate Declaration, the separate Declaration shall control as to such additional Lots that it encumbers, except as to Article III, in which case the original Declaration, as amended shall control. The Owners of the additional residential lots shall be Members of the Lincoln Place 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, 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, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Lincoln Place.

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.

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

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.

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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 as deemed necessary to carry out the purposes and responsibilities of the Association.

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. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

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 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 assessment shall bear interest from the due date at the rate of Fifteen percent (15%) per

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annum or the maximum rate of interest allowed by law, 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, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, the City of Gretna and Sanitary and Improvement District No. 202 of Sarpy 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 People's Natural Gas, 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

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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. A perpetual drainage easement is hereby reserved along a five (5') foot wide strip of land abutting all lot lines in favor of the immediately adjoining Lots and any and all upstream and downstream Lots. The owner of each Lot upon commencement of construction for Improvements on such Lot shall create drainage swales and other measures along the easement on such owner's Lot and along adjoining Lots in the easementways created hereby in accordance with the drainage plan developed by the Declarant's engineer, such plan being attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Other easements are provided for in the final plat of Lincoln Place Third Platting which is or will be filed in the Register of Deeds of Sarpy County, Nebraska.

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 all loss or damages arising out 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, 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 Lincoln Place 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

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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.

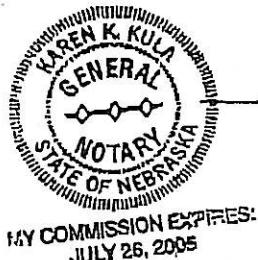
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 31st day of May 2002.

LINCOLN 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 signed before me this 31st day of May 2002, by Barbara Udes Shaw, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Manager of said limited liability company.



Karen K. Kuehn
Notary Public

FILED SARPY CO. NE
INSTRUMENT NUMBER:

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Steve J. Downing

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Fee \$ 61.50
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REGISTRATION OF THE FOURTH AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS FOURTH AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on June 4, 1999, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated July 6, 1999, and recorded in Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on July 8, 1999, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated May 15, 2000, and recorded in Instrument Number 2000-11813 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on May 18, 2000, and the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated August 21, 2000, and recorded in Instrument Number 2000-21303 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on August 25, 2000 (the "Declaration") by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots 1 through 103, inclusive, in Lincoln Place, First Platting, a subdivision in Sarpy County, Nebraska.

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

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

1. Article I, Paragraph 7 is deleted in its entirety and replaced with the following Paragraph 7:

2000-34232A

"7. 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. Residences on all lots shall have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of seven and one half (7.5) feet, and a street side yard set back of fifteen (15) feet for those houses on corner lots."

2. The Declaration is in all other matters ratified and affirmed.

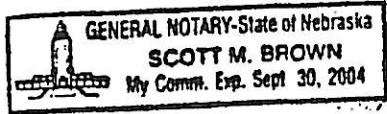
14th IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of December, 2000.

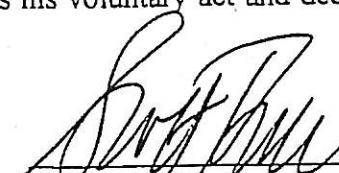
LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 14th day of December, 2000, by Maurice M. Udes, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.





Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 21303

Counter S
Verify _____
D.E. _____
Proof _____
Fee \$ 71.50
Ck Cash Chg
9370

Stanley Downing

THIRD AMENDMENT TO THE DECLARATION
REGISTER OF DEEDS
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS THIRD AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on June 4, 1999, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska, dated July 6, 1999, and recorded in Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on July 8, 1999, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Sarpy County, Nebraska dated May 15, 2000, and recorded in Instrument Number 2000-11813 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, on May 18, 2000, (the "Declaration") by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots 1 through 103, inclusive, in Lincoln Place, First Platting, a subdivision in Sarpy County, Nebraska.

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

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

1. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

"15. No fence shall be permitted to extend beyond the front line of a main residential structure. For Lots Two (2) through Twenty-Four (24), inclusive, Lots Thirty-Four (34) through Forty-Nine (49), inclusive, and Lots Fifty-Three (53) through Fifty-Six (56), inclusive, and Eighty-

Three (83) through Ninety-Four (94), fences shall be only composed of a four (4) feet high picket fence, over-scalloped with gothic posts with the specifications shown in Exhibit "A" which shall be two (2) feet from the rear property boundary. For all other lots not described herein, permitted fences shall only be composed of wood or wrought iron unless other materials are specifically approved in writing by Declarant. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet."

2. The Declaration is in all other matters ratified and affirmed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this
21st day of August, 2000.

LINCOLN DEVELOPMENT, L.L.C., a Nebraska
limited liability company, "Trustor"

By: Maurice M. Udes
Maurice M. Udes, Manager

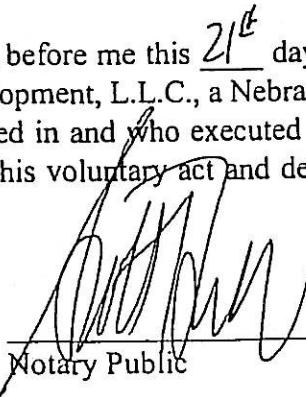
By: Paul M. Brown
Paul M. Brown, Manager

By: Paul McCune
Paul McCune, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 21st day of August, 2000, by
Maurice M. Udes, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company,
to me known to be the identical person named in and who executed the foregoing instrument and
acknowledged that he executed the same as his voluntary act and deed as Manager of the limited
liability company.

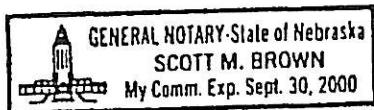


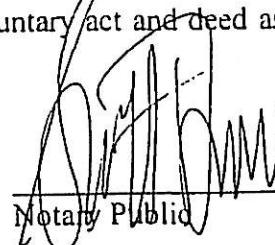


Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 21st day of August, 2000, by Paul M. Brown, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.

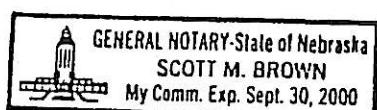


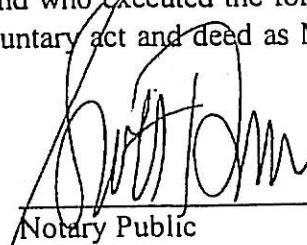


Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

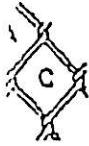
The foregoing instrument was signed before me this 22nd day of August, 2000, by Paul S. McCune, Manager of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.





Notary Public

Exhibit "A"



AMERICAN FENCE

14803 FRONTIER ROAD • OMAHA, NE 68138

PHONE: (402) 896-6722

NAT'L. WATS 1-800-242-6040

FAX: (402) 896-9730

4' Picket Fence, over-scalloped with gothic posts

Western Red Cedar rails & pickets. Treated post with 30 year warranty. All posts set in concrete.

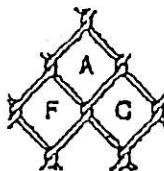
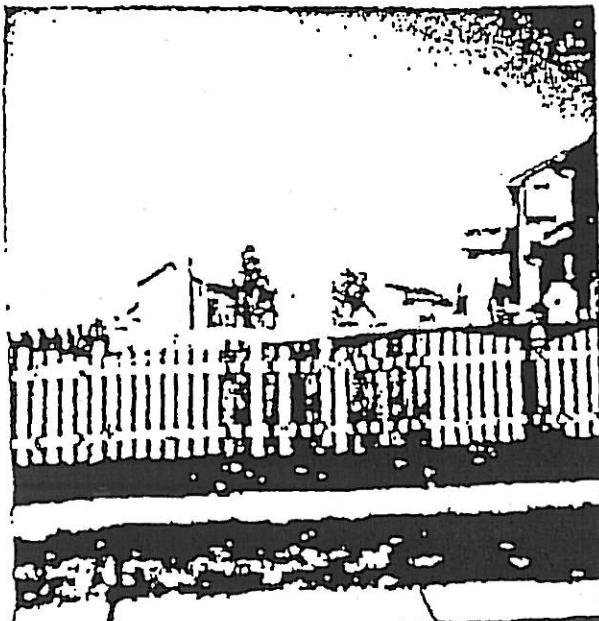
1" x 4" x 6' posts with gothic tops

1" x 4" x 4' Cedar pickets with 2 1/4" gap

2" x 4" Cedar rails

Approximately 8' bays

This fence should be within 2' of property line.



ORNAMENTAL IRON, PVC
CHAIN LINK & CEDAR
ELEC. GATE OPENERS

www.americanfence.milac.net
Email american@milac.net

American Fence Company, Inc.

14803 FRONTIER ROAD • OMAHA, NE 68138

MIKE FAUVER
SALES

(402) 896-6722
(800) 242-6040
FAX 402-896-9730

RECODER NOTE
Indexed in
Lincoln Place
First Platting

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 11813
2000 MY 18 AM 11:19

George A. Downing
REGISTER OF DEEDS

Counter Sa
Verify JK
D.E. JK
Proof b1.50
Fee \$ b1.50
Ck Cash Chg

SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS SECOND AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on June 4, 1999, amended by the First Amendment to the Declaration dated July 6, 1999, and recorded in Instrument Number 99-021633 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska filed on July 8, 1999, by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots .1 through 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

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

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

1. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

"15. No fence shall be permitted to extend beyond the front line of a main residential structure. In addition, no fence shall be permitted on Lots Two (2) through Twenty-Four (24), inclusive, Lots Thirty-Four (34) through Forty-Nine (49), inclusive, and Lots Fifty-Three (53) through Fifty-Six (56), inclusive, and Eighty-Three (83) through Ninety-Four (94). Unless other materials are specifically approved in writing by Declarant, permitted 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 the height of six (6) feet."

2000 - 11813 A

2. Article I, Paragraph 17 is deleted in its entirety and replaced with the following Paragraph 17:

"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. For all lots except 83 through 103, inclusive, the sidewalk shall be placed six (6) 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. For lots 83 through 103, inclusive, 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 Gretna."

3. The Declaration is in all other matters ratified and affirmed.

15th IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of May, 2000.

LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes
Maurice M. Udes, Manager

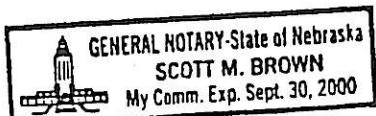
By: Kevin Irish
Kevin Irish, Manager

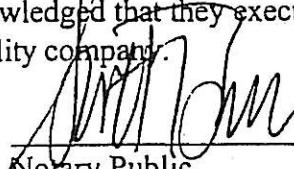
By: Paul M. Brown
Paul M. Brown, Manager

By: Paul McCune
Paul McCune, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 15th day of May, 2000, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.




Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-021633

49-21633

Counter DD

Verify S

D.E. M

Proof

Fee \$ 61.50

Ok Cash Chq

**RECORDER NOTE:
INDEXED IN
LINCOLN PLACE
FIRST PLATTING**

Slowly Handwritten Signature

REGISTER OF DEEDS

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS FIRST AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Lincoln Place, a subdivision in Douglas County, Nebraska, dated June 1, 1999, and recorded in Instrument Number 99-017671 in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration") on June 4, 1999, by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots 1 through 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

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

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

1. Article I, Paragraph 4 is deleted in its entirety and replaced with the following Paragraph 4:

"4. No storage sheds shall be permitted on Lots 1-64 inclusive. For Lots 65-103 inclusive, one (1) small shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line, of wood similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns."

2. Article I, Paragraph 15 is deleted in its entirety and replaced with the following Paragraph 15:

C74-01632A

"15. No fence shall be permitted to extend beyond the front line of a main residential structure. In addition, no fence shall be permitted on Lots Two (2) through Twenty-Four (24), inclusive, Lots Thirty-Four (34) through Forty-Nine (49), inclusive, and Lots Fifty-Three (53) through Fifty-Six (56), inclusive. Unless other materials are specifically approved in writing by Declarant, permitted 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 the height of six (6) feet."

3. The Declaration is in all other matters ratified and affirmed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6th day of July, 1999.

LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes
Maurice M. Udes, Manager

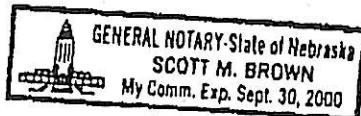
By: K. Irish
Kevin Irish, Manager

By: Paul M. Brown
Paul M. Brown, Manager

By: Paul McCune
Paul McCune, Manager

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

The foregoing instrument was signed before me this 6 day of July, 1999, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.



Notary Public

Recorder note:
Indexed in
Lincoln Place first
plattting

91-17671

FILED SAFFY CO. NE.
INSTRUMENT NUMBER
99-012671
09-10-04 11:00:00

REGISTER OF DEEDS

Counter a
Verify m
D.E. s
Proof sl
Fee \$ 116.50
Ek Cash Chg
*plus
25¢
stamp
copy*



THIS PAGE ADDED FOR RECORDING INFORMATION.

DOCUMENT STARTS ON NEXT PAGE.

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LINCOLN PLACE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by LINCOLN 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 Sarpy County, Nebraska and described as follows:

Lots 1 through 103, inclusive, in Lincoln Place, a subdivision in Sarpy County, Nebraska.

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 Lincoln Place, for the maintenance of the character and residential integrity of Lincoln Place, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Lincoln Place. 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 Lincoln Place, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's 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 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, driveway, swimming pool, pool house, dog house, 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 and in relation to the type and exterior of improvements 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 Lincoln Place Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or 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, 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 III herein.

3. Any patio, patio enclosure, swing set, playground equipment, dog house, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. No storage sheds shall be permitted on Lots 1-82 inclusive. For Lots 83-103 inclusive, one (1) small shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line, of wood similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns.

5. No solar-collecting panels or equipment, wind-generating power equipment, flag poles, or above ground swimming pools in excess of eighteen inches (18") in depth, metal storage sheds or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.

6. 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, which shall be located adjacent to the rear portion of the dwelling concealed from public view. No dog runs or kennels of any kind shall be allowed in Lincoln Place Subdivision. No livestock or agricultural-type animals shall be allowed in Lincoln Place Subdivision, including pot-bellied pigs.

7. 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. Residences on all lots shall have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of ten percent (10%) of the distance measured at the twenty-five foot setback, and a street side yard set back of fifteen (15) feet for those houses on corner lots.

8. 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 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, wood 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 asphalt shingles, or other material and color specifically approved by Declarant.

9. All exterior wood surfaces shall only be painted in tones of browns and grays, which color shall first be approved by Declarant, or its assigns, prior to the installation of the paint.

10. 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 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 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.

11. 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.

12. 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 Gretna, 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 12 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.

13. 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 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 maintained in rear yards. All Lots shall be commercially hydro-seeded, as set forth in Exhibit "A", or fully sodded, at the time of completion of the Improvements.

14. 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.

15. No fence shall be permitted to extend beyond the front line of a main residential structure. 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 the height of six (6) feet.

16. 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.

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 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 Gretna.

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 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 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.

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 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 Lincoln Place 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 Lincoln Place Subdivision.

ARTICLE II.
LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along the north sixteen (16) feet of Lots 33 and 34, the east sixteen (16) feet of Lots 48, 50, 59, 60, 61, the south sixteen (16) feet of Lots 1 and 82, the north sixteen (16) feet of Lots 83 and 103. (the "Landscape Buffer and Boundary Fence"). 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 Lincoln Place 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 Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause the incorporation of Lincoln Place Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have 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 Lincoln Place. 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 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 Lincoln Place; and the protection and maintenance of the residential character of Lincoln Place.

2. Membership and Voting. Lincoln Place is being initially divided into one hundred and three (103) separate single-family residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Lincoln Place 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 entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association.

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, 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 Lincoln Place 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, 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, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Lincoln Place.

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.

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

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 as deemed necessary to carry out the purposes and responsibilities of the Association.

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. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

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 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 assessment shall bear interest from the due date at the rate of Fifteen percent (15%) 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, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, People's Natural Gas, the City of Gretna and Sanitary and Improvement District No. 202 of Sarpy 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 People's Natural Gas, 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. 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.

4. Other easements are provided for in the final plat of Lincoln Place which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 99, Page 11358).

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 all loss or damages arising out 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 Lincoln Place 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.

15 IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of April, 1999.
June

LINCOLN DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes
Maurice M. Udes, Manager

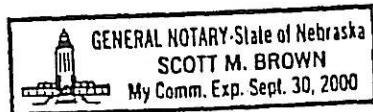
By: K-I-R
Kevin Irish, Manager

By: Paul M. Brown
Paul M. Brown, Manager

By: Paul McCune
Paul McCune, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 15 day of June, 1999, by Maurice M. Udes, Kevin Irish, Paul Brown, and Paul McCune, Managers of Lincoln Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Managers of the limited liability company.



Notary Public