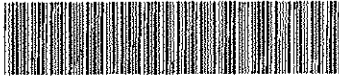


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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 OCT 28 AM 7:50

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[The Space Above Line is for Recording Data]

PERMANENT FENCE EASEMENT

THIS INDENTURE AND GRANT OF EASEMENT made this 29 day of June, 1998, between HearthStone Homes, Inc., *aka* Construction Sciences, Inc., a Nebraska corporation, and Todd A. Roland and Jodi L. Roland, husband and wife (hereinafter referred to collectively as "Grantor"), in favor of Rayman Associates Omaha, L.P., an Illinois limited partnership, its agents, employees, successors and assigns (hereinafter referred to as the "Grantee").

Hearthstone Homes, Inc. aka Construction Sciences, Inc.
RECITALS: *June*

WHEREAS, Grantor is the owner of the following described real property, to wit:

Lots 2 through 21, inclusive, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter referred to collectively as the "Lots" and individually as a "Lot");

WHEREAS, Todd A. Roland and Jodi L. Roland, husband and wife, are the owners of the following described real property, to-wit:

Lot 1, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter also referred to as a "Lot" as set forth above);

WHEREAS, Grantee is the owner of the following described real property, to wit:

Lot 254, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter "Lot 254");

WHEREAS, Grantor desires to grant to Grantee, for the benefit of Grantee and the future owners of Lot 254, a one (1') foot permanent easement running along the rear boundary line of the Lots and a one (1') foot permanent easement running along the east boundary line of Lot 1, for the purpose of erecting a fence in the approximate location indicated on Exhibit A attached hereto, and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto Grantee a one (1') foot permanent easement running along the rear boundary line of the Lots and a one (1') foot permanent easement running along the east boundary line of Lot 1, for the purpose of erecting a fence in the approximate location indicated on Exhibit A attached hereto, and incorporated herein by this reference.

TO HAVE AND TO HOLD for the ~~non~~-exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee herein and to their respective successors and assigns.
2. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the Grantee referred to herein above. The parties hereto further expressly disclaim the creation of any rights in or for the benefit of the public.
3. The Grantee agrees to erect and maintain the fence at its sole cost and expense and shall keep and maintain the fence in good condition and repair. *normal wear: tear excepted June*
4. Grantee shall have the right of reasonable access over, across and through the Lots for the purposes of erecting, maintaining and replacing the fence.
5. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 29 day of June, 1998.

GRANTOR:

HEARTHSTONE HOMES, INC., *aka*
CONSTRUCTION SCIENCES, INC., a
Nebraska corporation,

By: *[Signature]*
Title: VICE PRESIDENT

15910
FEE 000 *MA-00910*
BKP COMP C/O COMP
DEL SCAN *dc* FV

GRANTEE:
RAYMAN ASSOCIATES OMAHA, L.P., an Illinois limited partnership, by its general partner,

By: _____
Title: President

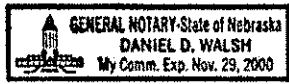
Todd A. Roland
Todd A. Roland

Jodi L. Roland
Jodi L. Roland

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said County and State, personally came JAMES M. ECKER, VICE PRESIDENT of HearthStone Homes, Inc., f/k/a Construction Sciences, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 26 day of June 1998.

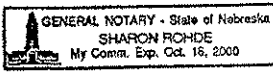


Daniel Walsh
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came STEVEN RAYMAN, PRESIDENT of RAYMAN ASSOCIATES, general partner of Rayman Associates Omaha, L.P., a Illinois limited partnership, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ___ day of _____ 1998.

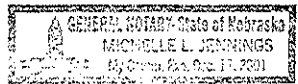


Sharon Romde
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

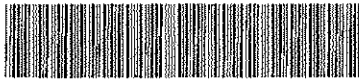
Before me, a Notary Public qualified for said County and State, personally came Todd A. Roland and Jodi L. Roland, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notary Seal on this 3rd day of August 1998.



Michelle L. Jennings
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



1268 523 MISC



15542 98 523-524

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 OCT 28 AM 7:50

RECEIVED

[The Space Above Line is for Recording Data]

PERMANENT FENCE EASEMENT

THIS INDENTURE AND GRANT OF EASEMENT made this 29 day of June, 1998, between HearthStone Homes, Inc., *t/k/a* Construction Sciences, Inc., a Nebraska corporation, and Todd A. Roland and Jodi L. Roland, husband and wife (hereinafter referred to collectively as "Grantor"), in favor of Rayman Associates Omaha, L.P., an Illinois limited partnership, its agents, employees, successors and assigns (hereinafter referred to as the "Grantee").

Hearthstone Homes, Inc. a/k/a Construction Sciences, Inc.
RECITALS: *JME*

WHEREAS, Grantor is the owner of the following described real property, to wit:

Lots 2 through 21, inclusive, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter referred to collectively as the "Lots" and individually as a "Lot");

WHEREAS, Todd A. Roland and Jodi L. Roland, husband and wife, are the owners of the following described real property, to-wit:

Lot 1, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter also referred to as a "Lot" as set forth above);

WHEREAS, Grantee is the owner of the following described real property, to wit:

Lot 254, Arbor Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter "Lot 254");

WHEREAS, Grantor desires to grant to Grantee, for the benefit of Grantee and the future owners of Lot 254, a one (1') foot permanent easement running along the rear boundary line of the Lots and a one (1') foot permanent easement running along the east boundary line of Lot 1, for the purpose of erecting a fence in the approximate location indicated on Exhibit A attached hereto, and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto Grantee a one (1') foot permanent easement running along the rear boundary line of the Lots and a one (1') foot permanent easement running along the east boundary line of Lot 1, for the purpose of erecting a fence in the approximate location indicated on Exhibit A attached hereto, and incorporated herein by this reference.

TO HAVE AND TO HOLD for the ~~non~~ exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee herein and to their respective successors and assigns.
2. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the Grantee referred to herein above. The parties hereto further expressly disclaim the creation of any rights in or for the benefit of the public.
3. The Grantee agrees to erect and maintain the fence at its sole cost and expense and shall keep and maintain the fence in good condition and repair. *normal wear: tear excepted JME*
4. Grantee shall have the right of reasonable access over, across and through the Lots for the purposes of erecting, maintaining and replacing the fence.
5. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 29 day of June, 1998.

GRANTOR:

HEARTHSTONE HOMES, INC., *t/k/a*
CONSTRUCTION SCIENCES, INC., a
Nebraska corporation,

By: *[Signature]*
Title: VICE PRESIDENT

15512
FEE 2.00 MA:00910
BKP COMP C/O COMP
DEL SCAN dc FV

GRANTEE:
RAYMAN ASSOCIATES OMAHA, L.P., an Illinois limited partnership, by its general partner,

By: _____
Title: President

Todd A. Roland
Todd A. Roland

Jodi L. Roland
Jodi L. Roland

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said County and State, personally came JAMES M. ECKER, VICE PRESIDENT of HearthStone Homes, Inc., f/k/a Construction Sciences, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 26 day of June 1998.

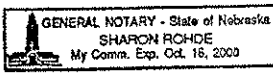


Daniel Walsh
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

Before me, a Notary Public qualified for said County and State, personally came STEVEN RAYMAN, PRESIDENT of RAYMAN ASSOCIATES, general partner of Rayman Associates Omaha, L.P., a Illinois limited partnership, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ___ day of _____ 1998.

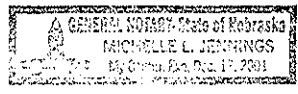


Sharon Rohde
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said County and State, personally came Todd A. Roland and Jodi L. Roland, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notary Seal on this 3rd day of August 1998.

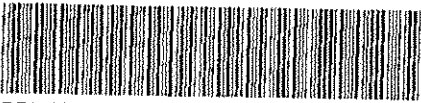


Michelle L. Jennings
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 MAY 12 AM 8:42

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARBOR OAKS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots 1 through 252 inclusive, Arbor Oaks, a subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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

ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

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2.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish (exceeding 18 inches in diameter) or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

H. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

I. Declarant, its successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

J. Notwithstanding the provisions of Paragraphs No. "A" and "I" the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning

or the granting of waivers or special use permits.

K. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner that 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 or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

L. If a fence is constructed on the subject lots; the owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs banners, or any such thing on the fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

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

ARTICLE II HOMEOWNERS ASSOCIATION

1. Definitions:

- (a) "Association" shall mean and refer to the Arbor Oaks Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that 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.
- (c) "Properties" shall mean and refer to:
Lots 1 through 252, inclusive, Arbor Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

- 4
- (d) "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels or one of three parcels resulting from a Lot Split of a duplex or triplex zoned Lot.
 - (e) "Improved Lot" shall mean and refer to any Lot included within the Properties upon which a dwelling has been erected and the initial construction is completed.
 - (f) "Assessable Lot" shall mean and refer to any Improved Lot that the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.
 - (g) "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
 - (h) "Common Area" shall mean and refer to any land owned by Sanitary and Improvement District No. 418 of Douglas County, Nebraska, and any land controlled by easement or right-of-way in favor of Sanitary and Improvement District No. 418 of Douglas County, Nebraska.
 - (i) "Common Area Improvements" shall mean and refer only to (i) signs and landscaping, which may be located from time to time on the Common Area and (ii) any perimeter fencing on the Properties or Common Area.
 - (j) "Common Area Expenses" means expenditures made on an annual basis by or financial liabilities of the Association, together with any allocations to reserves.

2. General Information. The Association shall be required to maintain the Common Area Improvements in good condition and repair as more particularly set forth in this Declaration. The fiscal year of the Association shall be the calendar year. The Office of the Association shall be located at such location as the Board of Directors or the managing agent shall designate from time to time.

- (a) All Lot Owners, by virtue of their ownership of a Lot, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. The foregoing is not intended to include

persons or entities who hold an interest merely as security for the performance of an obligation.

- (b) The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant and thereafter be elected as provided for in the By-Laws.

3. Membership. The membership of the Association shall consist of all Owners of the above designated Lots within in the Arbor Oaks subdivision as surveyed, platted and recorded in Douglas County, Nebraska. Membership in the Association shall be mandatory and no Owner during his ownership of a Lot shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
4. Succession. The membership of each Owner shall terminate when they cease to be an Owner of a Lot, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.
5. Voting. 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 the Owners of all Lots other than Lots owned by Declarant or Lots that are subject to a mortgage or deed of trust in favor of Declarant. 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 Owners of all Lots owned by Declarant or Lots that are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. Each Class B Member shall be entitled to one vote for each Lot owned 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

No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

6. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray annual Common Expenses and administrative expenses of the association.

7. Assessments.

- (a) All Owners shall be obligated to pay the assessments imposed by the Board of Directors of the Association to meet the Common Area Expenses of the Association. The Common Area Expenses of the Association shall be equally assessed among all of the Lot Owners. Annual Assessments for the estimated Common Area Expenses of the Association shall be due in advance of the first day of January of each year. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual Lots.
- (b) Each Lot Owner's obligation of payment of assessments shall be due on the first day of the month in which the closing of the purchase of a Lot occurs.
- (c) Assessments shall be based upon the cash requirements deemed to be such aggregate sum the Board of Directors of the Association shall from time to time determine is to be paid by all of the Lot Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, alterations and improvements of and to Common Area Improvements and for the creation of a reasonable contingency and reserve for the same.
- (d) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the owner's obligation to pay the same.
- (e) Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall provide a summary of the Budget to all the Lot Owners,

and shall set a date for a meeting of the Lot Owners to consider ratification of the Budget that date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the vote entitled to be cast, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors.

8. Association Lien for Non-Payment of Common Expenses.

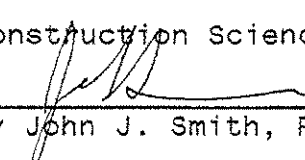
- (a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any Mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by such encumbrances. In the event of default in the payment of the assessment, the Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws of the Association. To evidence such lien, the Board of Directors Shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of to the owner of the Lot and a description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon, shall have been fully paid.
- (b) Such lien may be enforced by the foreclosure on the defaulting owner's Lots by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice to claim thereof. In any such

proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

- (c) Any Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of this mortgage of encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee, the Association shall report to the Mortgagee of a Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.
- (d) The Recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas, County, Nebraska.
- (e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

9
IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 9th day of October, 1997.

Construction Sciences, Inc., a Nebraska Corporation


by John J. Smith, President

STATE OF NEBRASKA)

) ss.

County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.


Notary Public

