

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned SKYLINE GOLF CLUB LTD., a Nebraska limited Partnership, hereinafter referred to as "Declarant", being the owner of all of lots 1 through 33 inclusive, Skyline Woods, a Subdivision, located in Douglas County, Nebraska, all as surveyed, platted and recorded in Douglas County, Nebraska and the Declarant being desirous of establishing a general plan for the development and use of the aforescribed property and to secure the enforcement of uniform restrictions and covenants upon the usage and development of said lots, Declarant hereby makes, declares and publishes that all of the aforescribed properties shall be owned, held, sold or conveyed subject to the following restrictions, conditions, reservations and covenants, to-wit:

1. All provisions herein contained shall be binding upon, inure to the benefit of, and apply to the undersigned, its respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until the year 2000, and shall be automatically extended for successive periods of ten (10) years respectively. However, the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant may for a period of twelve (12) years from the date hereof, amend

this document in its full and absolute discretion and thereafter this document may be amended only by an instrument signed by the owners of not less than fifty-one percent (51%) of the aforescribed Lots and any such instrument to be effective must be duly executed and recorded in the manner provided by law for conveyance of real estate.

2. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot in the aforescribed subdivision shall confer upon and vest in the Declarant or any owner or owners of any lot herein, the right and cause of action to bring and prosecute any and all suits, actions, and proceedings at law or in equity, to prevent or restrain such violation; to recover damages therefor; and to have such other or further relief as a court may deem just and equitable. Nothing herein, however, shall require the Declarant to undertake to enforce these covenants.

3. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, Metropolitan Utilities District, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service

under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if said utility companies fail to construct wires or conduits along any of said side lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused portions.

4. In order to maintain and establish continuity, integrity, beauty and uniqueness of the development an Architectural Control Committee shall be established. The Committee shall consist of three persons appointed by the Declarant and need not be residents of Skyline Woods initially. Upon resignation of one of the Committee members, the remaining members shall appoint a replacement. Until such appointment is made, the remaining members shall exercise the Committee's authority. All future members, other than the original three members, must be property owners in the development. On January 1, 1987, the Committee must vote to replace any member not living in the development with a resident of Skyline Woods.

5. The Architectural Control Committee shall approve any and all improvements including exterior color schemes, building or architectural plans, specifications of any nature, including grading or landscaping, in regard to the development and any structures to be placed thereon.

The structure or associated structures comprising a residence will consist of a dwelling designed to accommodate a single person or one family group together with household servants of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

A) The ground floor area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall not be less than One Thousand Six Hundred (1,600) square feet.

B) The ground floor enclosed area of every two-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than Nine Hundred (900) square feet and the first floor and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

C) The ground floor enclosed area of every one and one-half story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Two Hundred (1,200) square feet and the first and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

D) The ground floor enclosed area of every tri-level and/or split-level dwelling including floor area above garage, exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Seven Hundred and Fifty (1,750) square feet.

E) The ground floor enclosed area of every split-entry

type of dwelling with the garage built under the primary living level, shall have a ground floor area, including floor area above the garage, exclusive of open porches, open breezeways, basement and garages, of not less than One Thousand Six Hundred and Fifty (1,650) square feet.

F) The ground floor enclosed area of any other type dwelling not described in the aforementioned paragraphs will be subject to approval or disapproval of the Architectural Control Committee.

G) Notwithstanding any specific restrictions herein, Declarant or its authorized agents, assigns or grantees, may construct multi-family dwelling units of a condominium nature only, within the development if said structures are approved by the Architectural Control Committee and are generally in conformity with the general appearance of the development.

6. The approval or disapproval of the Architectural Control Committee as referred to in Section 5 herein, shall be in writing, signed by a majority of the Committee and mailed to the applicant's last known address. In case of disapproval only, the Committee shall include in its written response a statement of the reasons for disapproval and shall further indicate what the Committee will approve for the subject property.

7. The following use restrictions shall apply to all lots within the development unless waived in writing as to any such lot by the Architectural Control Committee:

A) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and

other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

B) No advertising sign or billboards except one four foot square "For Sale" sign may be placed on any of the lots in the development.

C) No business activity of any kind whatsoever shall be conducted in any structure, or on any portion of the subject premises.

D) Covenants (b) and (c) shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns during the construction and sale period of the development.

E) No noxious, illegal or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F) No repair or storage of automobiles will be permitted outside of garages on any property at any time, nor will any vehicle offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood.

G) No boats, camping trailers, snowmobiles, golf carts, auto-drawn trailers of any kind, mobile homes, trucks, jeeps, motorcycles, heavy machinery of any type or aircraft shall be stored outside the garage or be left exposed in any manner on any property at any time. Recreational vehicles may be kept on the premises provided they are fully screened from view (not visible from street or neighboring properties and golf course fairways.)

H) No field crops shall be grown upon any property at any time.

I) No incinerator or trash burner shall be permitted on any property. No fuel tank shall be permitted to remain outside of any dwelling unless fully screened from view. No garbage or trash cans shall be permitted outside of any dwelling unless fully screened from view.

J) No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothes lines shall be permitted outside of any dwelling at any time unless in a screened-in area.

K) Dwellings or module homes shall not be moved from outside of Skyline Woods to any property within this subdivision.

L) Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the Purchaser in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be placed in such a manner that the sidewalk extends from four feet to eight feet from the curbline adjacent to the said sidewalk and driveways. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of each improved lot shall be faced with clayfired brick, stone, or wood to grade. All driveways shall be of concrete from curb to sidewalk. Driveways from

sidewalk to dwelling shall be constructed of concrete, brick, or asphalt materials.

M) The chimneys of all dwellings shall be faced with clayfired brick, stone, or wood. No exposed metal fireplace chimneys will be allowed.

N) All roofs on improved residential lots shall be constructed with wood shake or wood shingle material.

O) A dwelling on which construction has begun must be completed within one (1) year, except where such completion is impossible or would result in great hardship to owner or builder due to strikes, fires, or national emergencies.

P) No structure of a temporary character, outbuilding, or trailer shall be erected upon, or used on, any property at any time as a residence, either temporary or permanently.

Q) No unused building material, junk, or rubbish shall be exposed on any property except during actual building operations.

R) No property owner may golf on the fairways just behind his or her house, nor on any part of the golf course except starting and paying at the clubhouse.

S) No perimeter fencing shall be allowed. However, privacy fencing of a limited nature may be allowed upon approval of the Architectural Control Committee by submission of all plans and specifications relating to the construction thereof.

T) Each lot, shall, where not improved by buildings or paving, be sodded contemporaneously with the completion of improvements on the premises.

U) All plumbing, electrical wiring, telephone service, or other services connecting the house or any structure constructed on the premises to any public utility service shall be placed and located underground.

V) Each lot shall be kept well trimmed and shall be kept free and clear of all disease of any type which may affect the foliage and trees thereon.

W) No trees with trunks over one inch in diameter shall be moved, removed, damaged or destroyed without prior written approval of the Architectural Control Committee.

8. The provisions herein contained are in pursuant of a general plan of improvement and development and each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision.

9. The Declarant and/or the Architectural Control Committee shall have the exclusive right to modify or waive these covenants or restrictions, in whole or in part, or to any lot or lots in cases wherein the Declarant's or Committee's discretion it is deemed such waiver or modification to be necessary or advisable because of special circumstances to prevent hardship or for any other reason considered sufficient herein.

DATED this 3rd day of March, 1981.

SKYLINE GOLF CLUB LTD., a Nebraska
Limited Partnership

By: [Signature]
Bob. A. Circo, General Partner

By: [Signature]
Dennis P. Circo, General Partner

4/1 Signed

SECOND AMENIMENT TO DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

Re: Lots 1 through 33 inclusive, Skyline Woods, a subdivision in Douglas County, Nebraska

The undersigned SKYLINE GOLF CLUB LTD., a limited partnership, organized and existing under the laws of the State of Nebraska, hereinafter referred to as "Declarant", has previously filed a Declaration of Protective Covenants which are recorded at Page 582 in Book 649 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska, and has also filed an Amendment to the Declaration of Protective Covenants which are recorded at Page 406 in Book 691 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska, and said Declarant hereby makes, declares and publishes the following additional amendments to the previously filed Declaration of Protective Covenants, as amended, to-wit:

1. A new subsection (Y) to Paragraph 7 is added as follows:

"The windows of all dwellings shall have a protective covering consisting of (i) plexiglass, (ii) laminated glass, (iii) tempered glass, (iv) a wire screen or (v) such other protective covering as may be approved by the Architectural Control Committee."

2. A new subsection (Z) to Paragraph 7 is added as follows:

"All mail boxes must be contained within a masonry enclosure, or such other enclosure or design as may be approved by the Architectural Control Committee."

3. A new subsection (AA) to Paragraph 7 is added as follows:

"All dwellings must have gas and water meters adequate for the usages of the particular dwelling."

4. Subject to the foregoing amendment, the original Declaration of Protective Covenants, as amended, as previously filed is hereby ratified and affirmed in all respects.

DATED this 21 day of September, 1983.

Witness:

[Signature]

Witness:

Christine Lindgren

SKYLINE GOLF CLUB LTD., a
Limited Partnership

By [Signature]
Seb A. Circo, General Partner

By [Signature]
Dennis P. Circo, General Partner

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THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

~~BOOK 741 PAGE 707~~ BOOK 742 PAGE 464

RE: Lots 4 through 12 inclusive, and Lots 19 through 30 inclusive, Skyline Woods
Lots 1 through 15, inclusive, Skyline Woods Replat II

The undersigned SKYLINE GOLF CLUB, LTD., a Limited Partnership, organized and existing under the laws of the State of Nebraska, hereinafter referred to as "Declarant", has previously filed a Declaration of Protective Covenants which are recorded at Page 582 in Book 649 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska. The undersigned has also filed (a) an Amendment to the Declaration of Protective Covenants which are recorded at Page 406 in Book 691 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska, (b) a Second Amendment to the Declaration of Protective Covenants which are recorded at Page 192 in Book 697 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska, and (c) a Ratification and Reaffirmation of Declaration of Protective Covenants which are recorded at Page 507 in Book 739 of the Miscellaneous Records of the Douglas County Register of Deeds in Douglas County, Nebraska. Said Declarant hereby makes, declares and publishes the following additional amendment to the previously filed Declaration of Protective Covenants, as amended, to-wit: Paragraph 4 is hereby amended in its entirety to read as follows:

"In order to maintain and establish continuity, integrity, beauty and uniqueness of the development, an Architectural Control Committee shall be established. The Committee shall consist of three persons appointed by the Declarant and need not be residents of Skyline Woods initially. Upon resignation of one of the Committee members, the remaining members shall appoint a replacement. Until such appointment is made, the remaining members shall exercise the Committee's authority. All future members, other than the original three members, must be property owners in the development. On January 1, 1991, the Committee must vote to replace any member not living in the development with a resident of Skyline Woods."

Subject to the foregoing amendment, the original Declaration of Protective Covenants, as amended, is hereby ratified and affirmed in all respects.

Dated this 7th day of June, 1985.

Witness:

Judith L. Schmidt

Witness:

Devi M. Zelensky

Skyline Golf Club, Ltd.,
a Limited Partnership

By [Signature]
Seb A. Circo
General Partner

By [Signature]
Dennis P. Circo
General Partner

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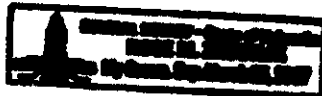
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified in and for said county, on this 16 day of June, 1985, personally came Seb A. Circo and Dennis P. Circo, known to me to be the identical persons who signed the foregoing Third Amendment to Declaration of Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed.

John M. Zwick
Notary Public



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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 742
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REGISTER OF DEEDS
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RATIFICATION AND REAFFIRMATION
OF
DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned SKYLINE GOLF CLUB LTD., a Limited Partnership (the "Declarant") duly filed and recorded a Declaration of Protective Covenants against Lots 1 through 33, inclusive, Skyline Woods, a subdivision, in Douglas County, Nebraska (the "Property"), pursuant to an instrument dated March 30, 1981, recorded at Book 649, Page 582, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, (the "Original Covenants") and,

WHEREAS, the Declarant duly filed and recorded an Amendment to Declaration of Protective Covenants dated June 14, 1983, recorded at Book 691 at Page 406 of the Miscellaneous Records of Douglas County, Nebraska, and further filed for record a Second Amendment to Declaration of Protective Covenants dated September 21, 1983, recorded at Book 697 at Page 192 of the Miscellaneous Records of Douglas County, Nebraska (said Amendment and Second Amendment herein called the "Amendments to Covenants"), and

WHEREAS, the Declarant subsequently replatted portions of the Property into Skyline Woods Replat I, Lots 1 through 11, and

WHEREAS, the Declarant subsequently replatted portions of the Property in Skyline Woods and Skyline Woods Replat I into Skyline Woods Replat II, Lots 1 through 15, and

WHEREAS, the Declarant has never released any of the Property from the covenants, and,

WHEREAS, in view of the above-referenced replattings, the Declarant wishes to memorialize and place of record a statement clarifying his intent as to the covenants against the above-referenced Property.

NOW, THEREFORE, with the intent of establishing a general plan for the development and use of the afore-described property meant to secure the enforcement of the existing restrictions and covenants upon the usage and development of all said lots, Declarant hereby announces, ratifies and reaffirms the Original Covenants and the Amendments to Covenants as recorded in the Miscellaneous Records of Douglas County, Nebraska, and announces and declares that said covenants are and shall be binding upon, the adhere to the benefit of, and apply to the undersigned, as well as its respective successors and assigns with respect to all of said property covered by the Original Covenants and the Amendments to Covenants including, but not limited to,

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the property known as Lots 1 through 33 in Skyline Woods, Lots 1 through 11 in Skyline Woods Replat I, and Lots 1 through 15 in Skyline Woods Replat II, all subdivisions in Douglas County, Nebraska.

The covenants shall otherwise be deemed to remain in full force and effect and shall be binding pursuant to their original terms.

SKYLINE GOLF CLUB LTD.,
A Limited Partnership

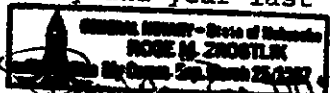
By [Signature]
Seb A. Circo
General Partner

By [Signature]
Dennis P. Circo
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1965, before me a notary public in and for said county and state personally appeared Seb A. Circo and Dennis P. Circo, general partners in Skyline Golf Club Ltd., to me known to be the identical persons who subscribed their names and the name of said Partnership to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


[Signature]
Notary Public

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Book 739
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RATIFICATION AND REAFFIRMATION
OF
DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned SKYLINE GOLF CLUB LTD., a Limited Partnership (the "Declarant") duly filed and recorded a Declaration of Protective Covenants against Lots 1 through 33, inclusive, Skyline Woods, a subdivision, in Douglas County, Nebraska (the "Property"), pursuant to an instrument dated March 30, 1981, recorded at Book 649, Page 582, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, (the "Original Covenants") and,

WHEREAS, the Declarant duly filed and recorded an Amendment to Declaration of Protective Covenants dated June 14, 1983, recorded at Book 691 at Page 406 of the Miscellaneous Records of Douglas County, Nebraska, and further filed for record a Second Amendment to Declaration of Protective Covenants dated September 21, 1983, recorded at Book 697 at Page 192 of the Miscellaneous Records of Douglas County, Nebraska, and further filed for record a Third Amendment to Declaration of Protective Covenants dated June 7, 1985, recorded at Book 742, Page 464 of the Miscellaneous Records of Douglas County, Nebraska (said Amendment, Second Amendment, and Third Amendment herein called the "Amendments to Covenants"), and

WHEREAS, the Declarant duly filed and recorded a Ratification and Reaffirmation of Declaration of Protective Covenants dated May 20, 1985, recorded at Book 739, Page 506 of the Miscellaneous Records of Douglas County, Nebraska (said Ratification and Reaffirmation of Declaration of Protective Covenants herein called the "Reaffirmation"), and

WHEREAS, the Declarant subsequently replatted portions of the Property into Skyline Woods Replat I, Lots 1 through 11, and

WHEREAS, the Declarant subsequently replatted portions of the Property in Skyline Woods and Skyline Woods Replat I into Skyline Woods Replat II, Lots 1 through 15, and

WHEREAS, the Declarant subsequently replatted portions of the Property in Skyline Woods and Skyline Woods Replat II into Skyline Woods Replat III, Lots 1 through 12, and

WHEREAS, the Declarant has never released any of the Property from the covenants, and,

WHEREAS, in view of the above-referenced replattings, the Declarant wishes to memorialize and place of record a statement clarifying his intent as to the covenants against the above-referenced Property.

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NOW, THEREFORE, with the intent of establishing a general plan for the development and use of the afore-described property meant to secure the enforcement of the existing restrictions and covenants upon the usage and development of all said lots, Declarant hereby announces, ratifies and reaffirms the Original Covenants and the Amendments to Covenants and the Reaffirmation as recorded in the Miscellaneous Records of Douglas County, Nebraska, and announces and declares that said covenants are and shall be binding upon, the adhere to the benefit of, and apply to the undersigned, as well as its respective successors and assigns with respect to all of said property covered by the Original Covenants and the Amendments to Covenants and the Reaffirmation including, but not limited to, the property known as Lots 4 through 12 inclusive, and Lots 24 through 28 inclusive, in Skyline Woods, Lots 1 through 2 inclusive, and Lot 10 and Lots 13 through 15 inclusive, in Skyline Woods Replat II, and Lots 1 through 12 in Skyline Woods Replat III, all subdivisions in Douglas County, Nebraska.

The covenants shall otherwise be deemed to remain in full force and effect and shall be binding pursuant to their original terms.

SKYLINE GOLF CLUB LTD., A Limited Partnership,

By Seb A. Circo
Seb A. Circo, General Partner

By Dennis P. Circo
Dennis P. Circo, General Partner

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 22nd day of July, 1986, before me a Notary Public in and for said County and State personally appeared Seb A. Circo and Dennis P. Circo, general partners in Skyline Golf Club Ltd., to me known to be the identical persons who subscribed their names and the name of said Partnership to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[Signature]
Notary Public

To: OCCIDENTAL hereinafter d

Occident that the form of which incorpora property:

All of L except th SUBDIVIS surveyed, vacated a 239 feet Lots 4 an Lots 5, 6 Douglas C

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