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**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES**

[Signature]
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

**ARTICLE I
DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 50 through 135, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

004521

99-04521A

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

99-04521B

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is

99-04521C

constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the

99-04521D

dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

99-04521E

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV

Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and 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 services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said 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 lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 5a through 179, inclusive, in Lakewood Villages are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Lake Area. Lakewood Villages includes a Lake Area (Outlots 1, 2, 2A and 2B) which includes two lakes and land adjacent to the lakes. This Lake Area is a private area owned by the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation ("the Association"). The Association has the responsibility to maintain the Lake Area and related facilities and has the right to determine who may use the Lake Area and the terms and conditions under

99-045216

which it may be used, or to restrict the use of the Lake Area to members of the Association only.

D. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect 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 9th day of February, 1999.

DECLARANT:

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

By: [Signature]
W. L. Morrison, Jr., President

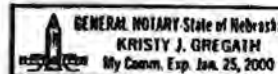
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 9th day of February, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

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

[Signature]
Notary Public

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Verify: *JK*
D.E.: *JK*
Proof: *JK*
Form: *JK*
CN: *JK*
Crest: *JK*
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DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES - LAKE LOTS

Shirley J. Lawling
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOOD VILLAGES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 136 through 179, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lake Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lake Lots described in Article I.D. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lake Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lake Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lake Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Association" shall mean and refer to the Lakewood Villages Lake Lot Owners Association, Inc., a Nebraska non-profit corporation, and 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 Lake Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, including contract sellers.

C. "Properties" shall mean and refer to all of Lots 136 through 179, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Lake Lot" shall mean and refer to each of Lots 136 through 179, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

E. "Declarant" shall mean and refer to Lakewood Villages Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

F. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

004520

G. "Lake Area" shall mean and refer to Outlots 1, 2, 2A and 2B, Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

H. "Living Area" shall mean finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

I. "Shoreline Easement" shall mean the easement herein granted to the Association on the rear twenty (20) feet of all Lake Lots to provide for shoreline maintenance and temporary water storage when necessary to accommodate storm water accumulation.

J. "Additional Lake Lots" shall be lots developed in a later phase of Lakewood Villages which will have a common lot line with the Lake Area.

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lake Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lake Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion, will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lake Lot number, street address, grading, surface drainage and sidewalks.

99-04520B

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Lake Lots. All Lake Lots shall be subject to the following restrictions.

1. The Lake Lot shall be used only for residential purposes and no Lake Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lake Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,800 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 2,300 square feet of total Living Area above the basement level with a minimum of 1,300 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Lake Lots in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lake Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The

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basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other side(s).

3. Exposed portions of the foundation on all sides of each dwelling are to be covered with clay-fired brick or stone.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lake Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling nor in the Shoreline Easement area and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lake Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lake Lots. No pre-cut dwelling shall be assembled on any of said Lake Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lake Lot. No dwelling shall be moved from outside of the Properties onto any of said Lake Lots. Detached accessory buildings are not permitted.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lake Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of said Lake Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lake Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lake Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lake Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lake Lot of their Owner and are not permitted to run loose outside the Lake Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lake Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision and from the Lake Area. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lake Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lake Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lake Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lake Lots when construction is started on the main residential structure intended for such Lake Lot. In addition, vacant Lake Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lake Lots shall be allowed to reach more than a maximum height of twelve (12) inches. The Association shall have the right to clear and/or mow Lake Lots in violation of the above and to lien said Lake Lots under the provisions in Article V hereof.

14. Except for the purpose of controlling erosion on vacant Lake Lots, no field crops shall be grown upon any Lake Lot at any time.

15. No noxious or offensive activity shall be conducted on any Lake Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

99-04520E

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lake Lot, behind the dwelling on said Lake Lot and not in the Shoreline Easement area of the Lake Lot. Further, vegetable gardens and rock gardens will not be allowed unless approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lake Lot in the promotion or sale of any Lake Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lake Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Lakewood Villages or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lake Lots shall be subdivided, split or in any manner combined with any other Lake Lot, or portion of any other Lake Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lake Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lake Lot was completed.

23. No solar collecting panels or equipment and no wind generating power equipment shall be allowed on the Lake Lots. No television antenna, no antenna of any kind or nature and no satellite dish shall be allowed on the Lake Lots unless completely screened from view from every street, from all other Lake Lots in the Subdivision and from the Lake Area in a manner approved by the Architectural Control Committee.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF LAKE AREA

A. By the Developer. The Developer shall be solely responsible, at its sole expense, for the initial construction and installation of the lakes, dams, spillways and related facilities in the Lake Area. Also, at its sole cost, Developer shall install a seawall along the north and northwest shoreline of the Lake Area only. Said seawall shall be on the common lot line of the Lake Lots and the Lake Area and on the shoreline of the Lake Area between those Lake Lots. After the initial construction and installation of all these facilities, the developer shall transfer ownership of the Lake Area including all those facilities to the Association and shall have no continuing liability nor obligation for any repair, maintenance,

operation, insurance, replacement, or restoration of any of the foregoing facilities, or the addition of any other new facilities, all of which shall be the continuing obligation and liability of the Association, in accordance with the provisions of this Declaration.

B. By the Association. The Association shall own, administer, insure, operate, manage, control, maintain, repair, rebuild and restore all of the improvements in or on the Lake Area, for the benefit of the Association and the benefit of the adjoining Lake Lot Owners, and so that the improvements in or on the Lake Area stay clean, safe, in good repair and operating order, and consistent with the overall quality as constructed. To assure compliance with this Paragraph, the Association will have the dams and spillways inspected at least annually and shall file a copy of said inspection reports with the City of Bellevue within ninety (90) calendar days thereafter.

**ARTICLE V
LAKE LOT OWNERS ASSOCIATION**

A. Membership. Every Owner shall be a member of the Association as defined in Paragraph A of Article I hereof. Memberships shall be appurtenant to and may not be separated from ownership of the Lake Lots. Ownership of a Lake Lot(s) or a portion of a Lake Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.

B. Additional Members. Owners of Additional Lake Lots as defined in paragraph J of Article I hereof shall become members of the Association when those Additional Lake Lots have been developed and are made subject to this Declaration, or to this Declaration as amended as outlined herein. From and after the date they become members of the Association, they shall have all the rights, privileges and obligations of membership as shown herein for Owners of Lake Lots.

C. Voting Rights. Members shall be entitled to one (1) vote for each Lake Lot owned. When more than one person holds an interest in any Lake Lot or a portion of a Lake Lot, all such persons shall be members. The vote for such Lake Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lake Lot. In the event Owners attempt to vote more than one (1) vote per Lake Lot, the officers of the Association shall have the discretion to count only the first vote cast for the Lake Lot or to disallow all votes cast for that Lake Lot.

D. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lake Lot owned by the Declarant, and each Owner of any Lake Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant and agree to pay to the Association all assessments or charges which shall be established and collected, both as herein provided. These assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lake Lots and shall be a continuing lien on the Lake Lot against which each assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LAKE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of all person(s)

who were an Owner of such Lake Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of said Owner(s) unless expressly assumed by such person, but the lien shall continue on the Lake Lot and the personal liability of all who were Owners at the time the lien was created shall continue.

2. Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes: (a) to own, administer, insure, operate, manage, control, maintain, repair, and inspect the Lake Area, including but not limited to the lake, dams and seawall, and including all the improvements, structures, facilities and fixtures on the Lake Area and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the Association in Paragraph B.13. of Article III hereof; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures in or on the Lake Area, including personal property used in connection therewith; (d) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and (e) to pay the real estate taxes on the Lake Area, and (f) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of its members and consistent with the provisions of this Declaration.

3. Annual Assessment. Before each fiscal year, the Board of Directors of the Association, hereinafter referred to as "the Board", shall adopt and fix in reasonably itemized detail an annual budget for the anticipated expenses and costs for that year, and shall levy and collect assessments from each Lake Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lake Lots shall be uniform in amount.

4. Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Paragraph B.13. of Article III hereof, the lien against the Lake Lot shall be the amount the Board shall determine to be sufficient to cover the expense of mowing and/or clearing and of collecting the assessment.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a new or existing capital improvement, structure, facility, or fixture on the Lake Area, including but not limited to, personal property related thereto. Provided, however, any such assessments shall have the assent of the Owners of a majority of the Lake Lots who are voting in person or by proxy at a meeting duly called for this purpose.

6. Assessments Must be Sufficient in Amount. Regardless of any other provisions herein contained, the annual assessment and special assessments shall be sufficient in amount to carry out the Association's obligations under Articles IV and V of this Declaration.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence:

a. When Assessments Start. Beginning March 1, 1999, all Lake Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Owners. The Board shall fix the amount of the annual assessments to be assessed against each Lake Lot at least thirty (30) calendar days prior to the commencement of the first full fiscal year of the Association. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) calendar days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessments.

c. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lake Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) calendar days after the due date shall bear interest from the due date at the rate of eleven per cent (11%) per annum. The Association may bring an action at law against an Owner personally obligated to pay the same or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Lake Area, or abandonment of his Lake Lot.

9. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lake Lot shall not affect the assessment lien. However, the sale or transfer of any Lake Lot pursuant to mortgage foreclosure or the exercise of rights under a deed of trust shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer, but all person(s) who owned the Lake Lot at the time when the lien attached shall remain personally liable for payment of the amount of the lien.

ARTICLE VI

Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and 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 services and cable television under an 8-foot strip of land adjoining the front boundary lines of said Lake Lots, and said license is being granted for the use and benefit of all present and future Owners; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement

99-04520F

within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to the dwelling shall be underground.

C. Shoreline Easement. On each Lake Lot there is hereby granted to the Association a shoreline and temporary lake water storage easement. Said easement is twenty (20) feet wide and commences on the common boundary line between the Lake Area and the rear lot line of each Lake Lot and runs twenty (20) feet into each Lake Lot, all along the common boundary between the Lake Area and each Lake Lot. On said shoreline and temporary lake water storage easement, there shall be no buildings, fences, or any other structure of any kind, but a Lake Lot Owner may install a sand beach, grass, or landscaping in the Shoreline Easement area. The term of said easement is perpetual.

ARTICLE VII COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of lots 5a through 179, inclusive, in Lakewood Villages, are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said lots, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VIII GENERAL PROVISIONS

A. The Declarant, or its assigns, or the Association, or any Owner of a Lake Lot, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by

99-04520J

the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant, by the Association 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.

B. The covenants, conditions and restrictions in Articles IV, V, and Paragraph C. of Article VI of this Declaration are perpetual and can not be amended. All other covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded and may be amended as shown in Paragraph C of this Article VIII.

C. All covenants, conditions and restrictions of this Declaration having an initial term of twenty-five (25) years may be amended in writing as follows:

1. By the Declarant in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date this Declaration is recorded.

2. By an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lake Lots unless and until additional lots are made subject to this Declaration as shown in Paragraph J of Article I and Paragraph B of Article V.

3. From and after the date Additional Lake Lots are made subject to this Declaration, or this Declaration as amended, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Owners of all lots which are subject to this Declaration.

D. The Association will have a major role in causing the Lake Area and the Lake Lots to be a desirable place to live. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.

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

99-04520K

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 4th day of February, 1999.

DECLARANT:

**LAKWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership**

**BY: DODGE-LOTS JOINT VENTURE
a Nebraska joint venture,
the sole General Partner**

**BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture**

BY: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

**BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture**

BY: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of February, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

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

Kristy J. Gregath
Notary Public



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