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

THIS DECLARATION made on the date hereinafter set forth is made by BELLBROOK DEVELOPMENT, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 2 through 7, inclusive, Lots 9 through 66, inclusive, and Lots 68 - 184, inclusive, all in BELLBROOK, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and replats thereof and additions thereto,

Such lots are herein referred to collectively as the "Section 1 Lots," collectively with all other lots in Bellbrook as the "Lots" and individually as each "Lot".

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

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

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

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ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for any lots specifically designated by Declarant as a villa or duplex lot, which may be used for attached or detached duplexes (hereinafter the "Duplex Lots" or "Villa Lots"), and such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, neighborhood clubhouse, outlot or for other non-profit use.

2. No residence, dwelling, fence, building, driveway, swimming pool, pool house, storage shed, dog house, kennel, dog run, well, tennis court, rock garden, deck, mailbox, gym, playground equipment, parking cover, structure, outbuilding, basketball hoop or any other external improvement, addition, or substantial attachment, above or below the ground, whether temporary or permanent (herein all referred to as any "Improvement")(other than any Improvement constructed by Declarant, and its employees and contractors in their capacity as such) shall be constructed, erected, reconstructed, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for improvements which are in compliance with this Declaration and have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of reasonably detailed construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description of location, type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration, the location of amenities in the Bellbrook development, the location of the proposed Improvement on the Lot, the view of neighboring Lots, and in relation to the type and exterior of improvements constructed, or approved for construction, on similar Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials, and that, when possible, views of amenities within or outside of the Bellbrook subdivision should be preserved. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Bellbrook Subdivision, the view of amenities within or outside the Bellbrook development and to protect the value, character and residential quality of all similar Lots in a manner consistent with this Declaration. If Declarant determines that the proposed improvement does not conform with the surrounding improvements, interferes with any view or does not conform with the topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

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C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant. In all other events, approval must be in writing. The Declarant may assess a reasonable fee against the Owner seeking any such review.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. Additions, alterations, or architectural modifications of either a structural or non-structural nature shall not be permitted without the approval of the Declarant as required by this Paragraph 2 of Article I.

F. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots, including all other phases and sections, or fifteen (15) years from the date hereof, whichever shall occur first, all discretions of Declarant under this Article 1, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein, however, at no time shall Lots owned by the Declarant be subject to review and/or approval, architectural or otherwise, by the Homeowner's Association.

3. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 20" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. Any satellite dish (twenty inches (20") in diameter and approved by Declarant, or other communications device allowed by a binding order of a court or governmental agency), shall be attached to the main residential structure, shall not be located in front of the center line of the dwelling and shall not be visible from public view. Any patio or patio enclosure shall not be located in front of the center line of the dwelling, nor in the rear yard setback unless specifically approved in writing by Declarant, and shall be located in such a manner that it is not readily seen from any public street. Any swing set, playground equipment, tree house, or flag pole shall not be located in front of the center line of the dwelling, nor in the rear yard setback unless specifically approved

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by the Declarant in writing, and shall be located in such a manner that it is not readily seen from any public street.

4. No solar-collecting panels or equipment, wind-generating power equipment, above ground swimming pools in excess of eighteen inches (18") in depth, solar heating or cooling device, storage sheds, flag pole, wind mills shall be permitted on any of the lots subject to these covenants. No outside radio, television, ham broadcasting, earth station, satellite receiving station or dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 20" or less in diameter or diagonal measurement per Lot as provided by paragraph 3, above. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

5. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No exotic or wild animals, livestock or agricultural-type animals shall be allowed in Bellbrook Subdivision, including pot-bellied pigs. No animals, livestock or poultry may be raised, bred or kept anywhere within Bellbrook, except that dogs, cats and other customary household pets not prohibited by this Declaration, may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all local ordinances, rules and regulations existing at the time.

6. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, with an attached garage of at least two stalls, which does not exceed two and one-half stories in height. All Lots shall have a front set back of at least twenty-five (25) feet, however, the surveyor's certificate for each Lot issued by RD Engineering shall designate the actual setback for each lot and each surveyor's certificate is incorporated herein by this reference. All Lots shall be constructed only in accordance with the setbacks stated herein and shall also comply with any more specific front yard setback designated in the surveyor's certificate issued by the Declarant's engineer, RD Engineering. In the event that any Lot encroaches onto any front yard setback designated in the surveyor's certificate issued for such Lot by RD Engineering, such violation of the front yard setback contained in said surveyor's certificate may be enforced as a violation of this Declaration. In addition, each Lot shall have a minimum rear yard set back of twenty-five (25) feet, a minimum interior side yard set back of five (5) feet, and a minimum street side yard set back of fifteen (15) feet for those houses on corner lots. The restrictions of this paragraph may be waived by Declarant with respect to Villa Lots and Duplex Lots as reasonably necessary for construction of villas on said Villa Lots and Duplex Lots. No detached garages, sheds, shacks, or other outbuildings shall be allowed on any Lot, unless specifically approved by the Declarant in writing.

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7. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, or other material approved in writing by Declarant. All siding must be horizontal siding as approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood, asphalt shingles weathered wood in color, or other material and color specifically approved in writing by Declarant.

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

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than eight (8) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind shall be constructed on the Lot. Provided, however, the provisions of this paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents, designated builders or assigns, during the construction and sale of the Lots. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining entrance monument displays as the Declarant deems acceptable, and such other signage as Declarant may approve.

10. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible. Any unused building material, junk, rubbish, or debris left on any Lot, except during actual building construction activity, may be removed by the Declarant or the Association, and the costs of such removal shall be a lien against the Lot, including interest thereon at the rate of 16% per annum, attorney's fees and costs, and may be recorded of record with the Register of Deeds of Sarpy County, Nebraska.

11. No motor vehicle, motor home, boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, recreational vehicle, camper truck or similar chattel shall be maintained or stored on any part of a Lot unless in an enclosed structure at all times, nor shall such maintained or storage occur adjacent to any Lot, except that two "permitted vehicles" may be parked in the driveway of each Lot. "Permitted vehicles" are vehicles without any visible signage which are driven on a daily basis and are passenger vehicles, passenger vans, or pickup trucks, but in no event shall any vehicle larger than four tons be considered a

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"passenger" vehicle. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on or adjacent to any part of any Lot, sidewalk or Common Area. If owned by the Owner and located on a Lot, such objects must be completely concealed from public view and adjacent residences behind an approved (pursuant to the requirements of this Declaration) solid opaque fence or inside a garage. No inoperative or abandoned cars, trucks, trailers, motorcycles, private pleasure craft, other types of vehicles or chattels or unsightly vehicles with substantial damage, rust or paint irregularities shall be allowed to be visibly stored, parked or otherwise maintained either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, that this provision shall not apply to any such vehicle or chattel kept in an enclosed garage. No major repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall occur on or adjacent to any Lot at any time and no minor repair of such vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on or adjacent to any Lot at any time. Any vehicle or similar chattel kept, stored, or otherwise maintained on or adjacent to any Lot in violation of this paragraph may be removed by the Declarant or the Association, and the costs of such removal shall be a lien against the Lot, including interest thereon at the rate of 16% per annum, attorney's fees and costs, and may be recorded of record with the Register of Deeds of Sarpy County, Nebraska

12. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the local governing authority. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 11 shall not apply to trucks, tractors or commercial vehicles which are reasonably necessary for the construction of residential dwellings or other improvements during the period of construction not in excess of that allowed by this Declaration.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. Unless written waiver is given by Declarant, Owners shall use the trash removal contractor designated by Declarant, which designation may change from time to time, for trash removal and trash shall be removed weekly. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size. All Lots shall be fully sodded at the time of completion of the Improvements.

14. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

15. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building unless otherwise approved by Declarant in writing. No tree(s), which diameter at the base of its trunk is two (2) inches or greater, may be removed, cut down,

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destroyed or otherwise relocated without the express approval of Declarant.

16. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences shall be permitted on Lots 34 - 53, inclusive, Bellbrook. Only tan PVC fencing not more than six (6) feet in height shall be used on other Section 1 Lots within Bellbrook. No chain link, wood fencing, white or black PVC or any other type of fencing, other than as stated in this paragraph, shall be used on any Section 1 Lot. No fence shall be installed less than six (6") inches above the ground except for fencing material, approved by Declarant, in writing, which does not impede the natural flow of storm and other water drainage

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

18. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot in the specific location and at the specific elevations as designated by the surveyor's certificate issued by Declarant's engineer, RD Engineering, which surveyor's certificates are incorporated herein by this reference and shall be considered as part of this Declaration. The sidewalk shall be constructed by the owner of the Lot in such locations and at such elevations as approved and directed by Declarant prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Gretna.

19. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

20. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards and landscaped surrounding the unit so as not to be visible from the public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable vegetation, shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth, debris or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. The Association may enter onto any Lot that is in violation of any part of this paragraph to remove dangerous, diseased or otherwise objectionable vegetation, shrubs or trees and/or to remove dumped earth, debris or waste material and such Lot shall be subject to a lien for all costs and expenses incurred by the Association for the same, which may be recorded of record against such Lot.

21. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

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22. No structure of a temporary character, carport, trailer, tent, outbuilding, shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a dwelling by Declarant or its transferees. No structure or dwelling shall be moved from outside Bellbrook to any Lot without the written approval of Declarant.

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

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

25. Garage, yard, tag and patio sales are permitted, however, such sales shall be limited to one sale per Lot during each six-month period, for a duration not to exceed three days.

26. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Bellbrook subdivision, except inside the improvements on each Lot, or in sanitary containers completely concealed from view. No trash containers shall be placed out for pickup more than 24 hours prior to scheduled pickup.

27. Each Owner must repair, replace and maintain roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot, including all landscaping and lawns installed on any part of such Lot that is included in any easement area for the benefit of the Association and the neighborhood. Each Owner is required to maintain any landscaped turf area on his/her Lot utilizing sod of substantially the same type as originally installed. Each Owner's duty of maintenance includes any and all landscaped and/or turfed easement areas and also includes landscaped and/or turfed right-of-way areas immediately adjacent to the property lines of such Lot. Should an Owner fail to meet minimum standards for maintenance, in the sole and absolute opinion of the Declarant and/or the Association, then the Declarant and/or the Association may perform or have performed the necessary required maintenance and thereafter specially assess such Lot for all costs and expenses incurred thereby, which shall be a lien against such Lot, including interest thereon at the rate of 16% per annum, attorney's fees and costs, and may be recorded of record with the Register of Deeds of Sarpy County, Nebraska. The provisions of this section shall not apply to vacant and unimproved Lots.

28. No Owner, guest or invitee, or person residing within with Bellbrook subdivision may violate any rule or regulation promulgated by the Association relating to the Bellbrook neighborhood or for the use of Common Facilities. All Owners and other persons residing within the Bellbrook subdivision, and their guests and invitees, at all times shall do all things reasonably necessary to comply with such rules and regulations of the Association. Wherever any provision of this Declaration restricts or prohibits activity, condition or structure within the

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Bellbrook subdivision, except as permitted by the Association's rules or regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulations shall be deemed "promulgated" when mailed to all Owners of all Lots at the address shown on the Association's books or when posted at a conspicuous place in the Bellbrook subdivision from time to time designated by the Association for such purposes.

29. In the event a residence or any other approved Improvement is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner of such Lot shall either rebuild or repair the damaged resident or other approved Improvement, in substantially the same manner as was originally approved (by first submitting plans for approval as required by this Article) or promptly clear the damaged residence and/or other approved Improvements and resod and landscape the Lot in a sightly manner.

30. The Declarant shall adopt a standard mailbox design for use throughout the subdivision. No mailboxes shall be installed which do not meet the standard mailbox design. A mailbox shall be installed on the Lot by the Owner within one (1) month of occupancy of the residence of such Lot.

31. Only permanent basketball poles with hoops are permitted in the back yard and on the front driveway, of a type and in a location as may be permitted in writing by the Declarant. Temporary basketball poles and/or hoops not permanently affixed to the ground on a Lot shall not be allowed in any instance. All permanent basketball poles with hoops approved by the Declarant and installed shall be maintained in good repair and be complete with a net. No exterior lighting is allowed on any pole containing a basketball hoop. No basketball poles with hoops shall be installed unless they are either (i) painted or (ii) designed to be unpainted and clear.

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

ARTICLE II. LANDSCAPE BUFFER

1. Declarant, in its sole discretion, may construct a landscape buffer and/or fence along a twenty (20) foot wide strip of land abutting the rear boundary lines of any, some or all Lots 34 through 53, inclusive, all in Bellbrook (the "Landscape Buffer Lots") and, if so constructed, such landscape buffer and/or fence (the "Landscape Buffer") on each Landscape Buffer Lot shall be maintained by the Association until such time as the Lot on which the Landscape Buffer is located is occupied at which time such Landscape Buffer on such Lot shall

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be maintained by the Owner of such Lot. In the event an Owner fails to maintain the Landscape Buffer as required by this Paragraph, the Association may enter onto such Lot and maintain the Landscape Buffer and charge all costs of such maintenance, including administrative costs, expenses, interest and attorney's fees against the Lot, which amounts shall be a lien on such Lot and enforceable as dues and/or assessments pursuant to Article III of this Declaration.

2. In addition to the provisions of Paragraph 1 of this Article, Declarant hereby declares that the Landscape Buffer Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Bellbrook Homeowners Association to maintain, repair and replace the Landscape Buffer until the initial occupancy of the Lot and in the event an Owner fails to maintain the Landscape Buffer as provided in Paragraph 1 of this Article. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Landscape Buffer Lot for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

ARTICLE III. HOMEOWNERS' ASSOCIATION

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

A. The acquisition, leasing, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of the Landscape Buffer and Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as the clubhouse, gatehouse, and swimming pools, tennis courts, basketball courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, fences, paths, ways and green areas; the Landscape Buffer, and signs and entrances for Bellbrook. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District with the permission of said District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the neighborhood and to the use and enjoyment of the Landscape Buffer and any Common Facilities, provided always that such rules are uniformly applicable to all Members and as to any Common Facility in which outside memberships are sold, that such rules relating to such Common Facility apply to such persons with outside memberships in a fair manner. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or

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enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Bellbrook; and the protection and maintenance of the residential character of Bellbrook.

2. Membership and Voting. Bellbrook was initially divided into approximately 489 separate single family residential lots and additional phases and/or sections of the Bellbrook development, including but not limited to the residential lots in any future phases and/or sections of Bellbrook, including replats thereof, are also part of Bellbrook (collectively referred to as the "Lots"). The "Owner" of each Lot in Bellbrook shall be a Member of this Association. It is intended that future phases and/or sections of Bellbrook as may be developed by the Declarant will be included in and annexed to this Declaration and the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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

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

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

4. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and

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duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- A. The acquisition, leasing, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities and the Landscape Buffer.
- B. The landscaping, mowing, watering, repair and replacement of the Landscape Buffer, a clubhouse, swimming pool, parks, paths, medians and islands in easement areas, cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Bellbrook.
- C. The option to uniformly paint and maintain the street light poles, street signage, and mailboxes. The uniform color shall be determined by Declarant.
- D. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, and or assessments made pursuant to the terms of this Declaration.
- E. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering the Landscape Buffer and any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members, if acting on behalf of the Association.
- F. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- G. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- H. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- I. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association and the employment of individuals for the maintenance, administration and operation of the Common Facilities.
- J. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to

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accomplish such administration or management.

K. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall operate, maintain and repair the clubhouse, swimming pool, silt pond, decorative street lights, if any, the Landscape Buffer, any landscape, wall and/or fence buffer, roundabout landscaping, decorative street signs and sign monuments, including landscaping, if any, entrance monuments, and lighting and sprinkler systems for any of the foregoing improvements, to provide for a first class appearance, and shall maintain all Outlots in the Bellbrook development, including but not limited to Outlots A - C, inclusive, in Bellbrook, all of which are within the Bellbrook development, that are to be transferred to the Association or subject to an easement in favor of the Association.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues. .

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

10. Annual Dues. The Board of Directors may establish annual dues in such amount and in such manner against the Lots as deemed necessary to carry out the purposes and responsibilities of the Association. Dues and assessments shall be assessed against each Lot on a

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pro rata basis, except that neither dues nor assessments shall be assessed against any Lot during any period such Lot is owned by the Declarant.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

12. Adjusted Uniform Rate of Assessment. Assessments and dues shall be fixed at an adjusted uniform rate as to all Lots adjusted upwards or downwards as the case may be as set forth in Paragraph 10 above, but dues may be abated as to individual Lots, as provided in Paragraph 7 above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and/or assessments shall bear interest from the due date at the rate of Fifteen percent (15%) per annum or the maximum legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and

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granted to Omaha Public Power District, US West Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities District, and Sanitary and Improvement District No. 261 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Landscape Buffer Lots, as identified above.

4. Other easements are provided for in the final plat of Bellbrook, which is filed in the Register of Deeds of Sarpy County, Nebraska, replats thereof, including but not limited to replats and future phases and sections of Bellbrook.

5. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Area.

6. The Association shall have a permanent and perpetual easement for the right of entry, ingress and egress onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance pursuant to this Declaration, or for any other purpose reasonably related to the Association's performance of any duty imposed or

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exercise of any right granted by this Declaration or by any applicable amendment and/or restatement thereto. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. The Association's right of entry may be exercised by its agents, employees and contractors.

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

No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement-ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted.

ARTICLE V. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. By written consent of the Declarant, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Bellbrook subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of

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the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 7 day of February 2005.

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

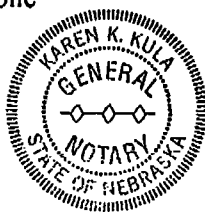
By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me this 7th day of February 2005, by Barbara Udes Shaw, Manager of Bellbrook Development, L.L.C., a Nebraska limited liability company, to me known to be the identical person who executed the foregoing instrument and acknowledged the same to be his voluntary act and deed on behalf of said limited liability company.

Karen K. Kula
Notary Public



MY COMMISSION EXPIRES:
JULY 28, 2005