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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/16/2017 11:07:24.81

 2017064380

**SECOND AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR THE FIVE FOUNTAINS VILLAS, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION (this "Second Amendment") is made effective this 7th of August, 2017, by FIVE FOUNTAINS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

WHEREAS, Declarant is named as Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for the Five Fountains Villas, a subdivision in Douglas County, Nebraska, as recorded with the Douglas County Register of Deeds on September 7, 2011 as Instrument Number 2011075683, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Five Fountains Villas, a subdivision in Douglas County, Nebraska, as recorded with the Douglas County Register of Deeds on August 10, 2016 as Instrument Number 2016064706 (the "Declaration").

WHEREAS, under the terms of the Declaration, Declarant is expressly authorized to amend the Declaration.

WHEREAS, the Declarant wishes to remove from the property subject to the Declaration the following described real estate:

RETURN: PANSI

✓ 006384

Lots 66 through 71, inclusive, in Five Fountains, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

(the "Removed Lots").

NOW, THEREFORE, in consideration of the foregoing, the Declaration is amended subject to the following terms:

1. Definitions. Capitalized terms used herein shall be ascribed the same meaning as set forth in the Declaration unless context clearly requires otherwise.

2. Amendment. The Declaration is hereby amended in the following particulars:

The Removed Lots, as defined in this Second Amendment, are hereby removed from the terms of the Declaration and are no longer subject hereto. Services provided by the Association shall not be provided to the Removed Lots, and owners of the Removed Lots shall cease to be a member in the Association. The Removed Lots shall have no liability for dues or assessments, or any other obligation under the Declaration. Nothing in this Second Amendment is intended to affect the status of the Removed Lots with respect to the Five Fountains Homeowners Association or any other covenants recorded against such lots other than the Declaration.

3. Limitation of Amendment. Except as expressly herein, the Declaration shall continue in full force and effect according to its terms.

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Signature Page to Follow**

7th IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of ~~July~~, 2017.
August

FIVE FOUNTAINS, LLC, a Nebraska limited liability company, "Declarant"

By: Michael L. Riedmann
MICHAEL L. RIEDMANN, Manager

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

The foregoing instrument was acknowledged before me this 7th day of ~~July~~ ^{August}, 2017, by MICHAEL L. RIEDMANN, Manager of FIVE FOUNTAINS, LLC, a Nebraska limited liability company, on behalf of the company.



Kristy J. Gregath
Notary Public

CONSENT TO SECOND AMENDMENT

The undersigned hereby consents to the terms of and recording of the foregoing Second Amendment to Declaration.

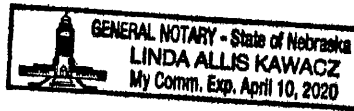
FIVE FOUNTAINS VILLAS HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation

By: Richard Harms
Name: Richard Harms
Title: President Five Fountains Villas HOA

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

The foregoing instrument was acknowledged before me this 9th day of Aug., 2017, by RICHARD HARMS, PRESIDENT of FIVE FOUNTAINS VILLAS HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, on behalf of the corporation.

Linda Allis Kawacz
Notary Public



CONSENT TO SECOND AMENDMENT

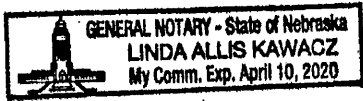
The undersigned hereby consents to the terms of and recording of the foregoing Second Amendment to Declaration.

ROYAL DEVELOPMENT, INC., a Nebraska corporation

By: *John Greguska*
Name: JOHN GREGUSKA
Title: VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 27th day of July, 2017, by July, 2017 of ROYAL DEVELOPMENT, INC., a Nebraska corporation, on behalf of the corporation.



Linda Allis Kawacz
Notary Public



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/10/2016 11:54:54.07

2016064706

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE FIVE FOUNTAINS VILLAS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION (this "First Amendment") is made on the date hereinafter set forth, by FIVE FOUNTAINS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

WHEREAS, Declarant is the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for the Five Fountains Villas, a subdivision in Douglas County, Nebraska, as recorded with the Douglas County Register of Deeds on September 7, 2011 as Instrument Number 2011075683 (the "Declaration").

WHEREAS, Article V, Section 2 of the Declaration provides "this Declaration may be amended by Declarant . . . in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof; and

WHEREAS, Declarant desires to amend the Declaration to subject additional property owned by the Declarant to the Declaration.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby makes this First Amendment to the Declaration:

1. Definitions. Capitalized terms used herein shall be ascribed the same meaning as set forth in the Declaration unless context clearly requires otherwise.
2. Amendment. The Declaration is hereby amended in the following particulars:

PANSI

607849-

M/R

a. Amendment to Definition of Lots. The definition of the terms "Lots" as set forth in the first paragraph of the Preliminary Statement of the Declaration, is hereby revised as follows:

Lots 66 through 71, inclusive, and Lots 135 through 150, inclusive, in Five Fountains, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

(the "Villas Lots").

b. Continuation and Amendment. Article V, Section 2 of the Declaration is hereby deleted in its entirety and replaced as follows:

2. The covenants and restrictions of this Declaration shall run with and bind the land for a period of thirty (30) years from the date this declaration is recorded. Thereafter, unless otherwise revoked, the Declaration shall continue for successive thirty (30) year terms of renewal. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant in a manner in which it may determine in its full and absolute discretion for a period of seven (7) years from the date of the original recording of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Limitation of Amendment. Except as expressly herein, the Declaration shall continue in full force and effect according to its terms.

4. Association Approval. The purpose of the above amendments is to subject Lots 66 through 71 of Five Fountains to the covenants and restrictions of the Declaration. The effect of the amendments shall cause the Five Fountains Villas Association (the "Association") to undertake certain responsibilities with respect to the newly added lots. The Association has executed this Amendment as an acknowledgement and acceptance of its obligations with respect to the added lots.

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Signature Page to Follow]

8th IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of August, 2016.

FIVE FOUNTAINS, LLC, a Nebraska limited liability company, "Declarant"

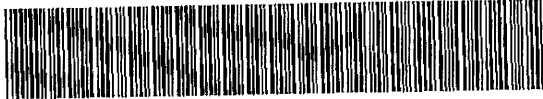
By: *Michael L. Riedmann*
MICHAEL L. RIEDMANN, Manager

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

The foregoing instrument was acknowledged before me this 8th day of August, 2016, by MICHAEL L. RIEDMANN, Manager of FIVE FOUNTAINS, LLC, a Nebraska limited liability company, on behalf of the company.



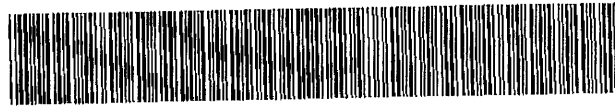
Kristy J. Gregath
Notary Public



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Received - DIANE L BATTIATO
Register of Deeds, Douglas County, NE
9/7/2011 11:17:28.46



2011075683

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE FIVE FOUNTAINS VILLAS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by FIVE FOUNTAINS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant, together with those executing this instrument, own certain real property located within Douglas County, Nebraska and described as follows:

Lots 135 through 150, inclusive, in Five Fountains, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Five Fountains Villas, for the maintenance of the character and residential integrity of Five Fountains Villas, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Five Fountains Villas.

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:

Return to: Mark J. LaPuzza
10250 Regency Circle, Suite 300
Omaha, NE 68114

✓ 006815

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family detached residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, outlot, or for other non-profit use.

2. No residence, building, outbuilding, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, surface mounted lights or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

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

B. Declarant shall review such Plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed (or faxed) to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed (or faxed), if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed (or faxed) within such period, the proposed Improvement shall be deemed disapproved by Declarant. Construction of any Improvement cannot begin until the Plans have been approved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or

influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All residences shall have at least a two (2) car garage, unless otherwise approved in writing by the Declarant. No structure, building or porch shall be constructed, erected, installed or situated within twenty-five (25) feet of the front yard line, except as set forth herein. All Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska. Approved grading plans and silt fence requirements for any Lot shall be strictly followed.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete or concrete blocks. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with Heritage 50 Weatherwood shingles (or equivalent, as approved in writing by Declarant), wood shake, slate shingles or other roofing materials as approved by the Declarant. Log homes and vertical, vinyl or aluminum siding are specifically not permitted.

5. No streamers, posters, banners, balloons, sports flags, memorabilia or articles, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property or attached to any residential structure or located in such yard for any reason whatsoever, unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale", unless Declarant approves any longer sign. No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; nor shall the premises 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No obnoxious 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. 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. Surface mounted lights must be approved in writing by the Declarant. Any change in color and use of materials for the exterior of

any improvement subsequent to Declarant's initial approval shall be submitted to the Declarant or its assigns for review in accordance with Article I, Section 2 hereof. All lots must be sodded.

7. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No tree houses, tool sheds, out buildings, doll houses, windmills, or similar structures shall be permitted on any Lot unless approved in writing by Declarant.

8. No repair of any boats, automobiles, all terrain vehicles (ATV) motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Further, snowmobiles, motorcycles, all terrain vehicles (ATV) and other self-propelled vehicles or similar vehicles shall not be operated on any Lot.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable building and zoning ordinances of the City of Omaha, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Existing trees and landscaping shall be retained to the greatest extent possible. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron or equivalent material as approved by Declarant. In some cases, a

small amount of wood fencing may be approved. Cyclone type fences are specifically not permitted. Railroad/wood tie retaining walls are specifically not permitted.

12. No swimming pool may extend more than one foot above ground level; provided, however this shall not include a temporary small swimming pool not exceeding two feet (2') in height and not requiring a City of Omaha, Nebraska permit for the pool or a surrounding fence.

13. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot or the grading plan approved by Declarant. The front, side and rear yards of all Lots shall be sodded.

14. A public sidewalk shall be constructed of concrete five (5) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed six (6) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha, Nebraska, including, but not limited to sidewalks adjacent to H.W.S. Cleveland Boulevard.

15. 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.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved in writing by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the written approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure 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.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Five Fountains to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion. Silt fencing installed by Declarant shall not be damaged, disturbed or removed in any manner and any damage or removal shall be subject to fines or penalties as established by Declarant from time to time.

22. Following the filing of any Notice of Termination of Status as Declarant, as contemplated by Article V, Section 3 hereof, review and approval of construction contemplated by Article I, Section 2 of this Declaration, shall become the obligation of the Five Fountains Homeowners Association, a Nebraska non-profit corporation (hereinafter referred to as the "Association").

ARTICLE II. VILLAS ASSOCIATION

1. The Association. Declarant shall cause the incorporation of FIVE FOUNTAINS VILLAS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Villas Association"). The Villas Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members and the maintenance and repair of the improvements to the Lots as set forth herein. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs, fencing and entrances. Common Facilities may be situated on property owned or leased by the Villas Association, or on dedicated property or property subject to easements accepted by and benefiting the Villas Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules and regulations are uniformly applicable to all Members. The rules and

regulations may regulate, limit and restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons, who pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

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

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Villas 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.

The Villas Association shall have two (2) classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of Declarant or its assigns. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot. It is understood that the Owner of each respective Lot created as a result of a Lot Split shall be entitled to one (1) vote.

CLASS B: Class B Members shall be the Declarant or its assigns which shall be entitled to ten (10) votes for each Lot owned. For purposes herein, Declarant shall be considered the Owner of a Lot notwithstanding the existence of any contract for sale or purchase agreement, with such ownership status continuing in all events until title is transferred by Declarant through the execution, delivery and recordation of a Warranty Deed. A Class B membership shall terminate and be converted into a Class A membership upon the occurrence of the date on which the total votes outstanding in the Class A membership shall equal or exceed the total votes outstanding in the Class B membership.

The Class A and Class B Members may be sometimes collectively referred to as "Members".

3. Purposes and Responsibilities. The Villas Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Villas Association. The powers to be exercised by the Board of Directors, and upon au-

thorization of the Board of Directors by the Officers, may include but shall not be limited to, the powers set forth in this Section 3. The Villas Association may elect, in its discretion and at its judgment to undertake none, some or all of the following:

A. The exterior maintenance with respect to improvements constructed on the Lots, grounds care and snow removal as generally described in Sections 13, 14 and 15 of this Article, as well as exterior painting, insurance and trash collection.

B. The development, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Villas Association funds to accomplish the purposes of the Villas Association including, but not limited to, payment for purchase of insurance covering any Common Facility or any improvement to a Lot against property damage and casualty, and purchase of liability insurance coverages for the Villas Association, the Board of Directors of the Villas Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Villas Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Villas Association.

G. The deposit, investment and reinvestment of Villas Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Villas Association in the performance of their duties and responsibilities for the Villas Association.

I. General administration and management of the Villas Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

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

4. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a

deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Villas Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Villas Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

5. Purpose or Assessments. The assessments levied upon the Villas Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance, and other matters as more fully set out in Article II herein. Assessments shall be levied solely against an Assessable Lot. Assessable Lot shall mean and refer to any Improved Lot which the Board of Directors of the Villas Association determines is entitled to the benefits for which assessments are levied by the Villas Association as provided in this instrument. Any Lot which receives no services from the Association and which has never been occupied by a resident owner or tenant, including, without limitation, "spec" houses and model homes, shall not be deemed an Assessable Lot. An Improved Lot shall mean and refer to any Lot upon which shall be erected a dwelling the construction of which shall be at least 80% constructed according to the plans and specifications for construction of said dwelling.

6. Monthly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against any Assessable Lot any monthly maintenance assessment for the purpose of meeting the requirements of this Article II for exterior maintenance, which assessments may not be equal for each lot or dwelling.

7. Special Assessment for Capital Improvements. The Villas Association may levy special assessments from time to time against a Lot for the purpose of meeting the requirements of this Article II herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on such Lot, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes cast in person or by proxy at a meeting duly called for such purpose.

8. Notice and Quorum for Any Action Authorized Under this Article. Written notice of any meeting called for the purpose of taking any action authorized under this Article II shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty

percent (60%) of all the votes entitled to be cast constitute a quorum. The required quorum at any subsequent meeting shall be ten percent (10%) of all the votes entitled to be cast.

9. Rate of Assessment. The monthly assessments shall be paid pro rata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Villas Association may equitably adjust such proration if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied or the type of dwelling located on the Lot requires an adjustment (i.e., a duplex dwelling or a detached single family dwelling). The monthly assessments may be collected on a monthly or other periodic basis by the Villas Association. The Board of Directors of the Villas Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Villas Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Villas Association as of the date of its issue by the Villas Association.

10. Effect of Nonpayment of Assessment; Remedies of the Villas Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Villas Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Villas Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

11. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Villas Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Villas Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Villas Association. No mortgagee shall be required to collect any assessments due. The Villas Association shall have the sole responsibility to collect all assessments due.

12. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due 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.

13. Monthly Assessments. Monthly assessments may be assessed for, but not limited to, the following:

A. Care and maintenance of trees and shrubs, lawns, and other exterior landscaping improvements as originally installed by the Declarant or builder, except such improvements as may be within the confines of any fenced in area on any Assessable Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. The Owner understands that the original landscape as installed by the Declarant or builder is warranted for a period of one year from the time of planting. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the Owner agrees to allow the Villas Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Villas Association on demand.

B. Operation and maintenance of an underground watering system, including the water costs.

C. Snow removal from drives, front walks and stoops only as to be determined by the guidelines set forth by the Board of Directors.

D. Trash removal, unless provided by local governmental authorities.

E. The Villas Association shall have no duty to repair, replace or maintain any exterior concrete surfaces, including walks, driveways, patios, foundations, doors, windows, and decks.

F. Reserves for replacements, repairs and maintenance as determined by the Board of Directors.

14. Access. The Villas Association, its officers, employees and agents, contractors and repairmen designated by the Villas Association, shall have the right to go on any Lot for the purpose of performing the duties of the Villas Association hereunder, and the Villas Association is hereby granted a specific easement for such purposes.

15. Utility Meters and Service Lines. In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Villas Association shall have a dual metering system for water so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water, and the Owner shall be responsible for the

meter servicing solely the Owner's Lot. Utility meters may be located within the Owner's residence.

ARTICLE III
FIVE FOUNTAINS HOMEOWNERS' ASSOCIATION AND MASTER DECLARATION

1. Each of the lots comprising the Five Fountains Villas is subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Five Fountains, a subdivision in Douglas County, Nebraska, as recorded with the Douglas County Register of Deeds as Instrument Number 2006-116587, as has been or may be amended from time to time (the "Master Declaration"). As such, use and ownership of the lots is governed by the Master Declaration in addition to the provisions of this Declaration. Furthermore, as set forth in the Master Declaration, the owner of each lot in the Five Fountains Villas shall be a member of the Association, in addition to such owner's membership in the Villas Association.

ARTICLE IV.
EASEMENTS AND CONNECTION

1. A perpetual easement is reserved in favor of the Declarant and the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence, standards and related accessories located on, over and upon a ten (10) foot wide strip of land adjoining the Boundary Fence located on Boundary Lots.

2. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Qwest Corporation files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest Corporation may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the County or other appropriate governmental authority.

Should such charge be implemented by Qwest Corporation and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest Corporation sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

3. Other easements are provided for in the final plat of Five Fountains which is filed in the Register of Deeds of Douglas County, Nebraska (Instrument No. 2006-116587).

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 for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may 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 covered by this Declaration.

3. Declarant, or its successor or assign, 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.

4. 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.

5. Except as defined herein, or as context clearly requires otherwise, capitalized terms within this Declaration shall be ascribed meaning consistent with the Master Declaration and shall be interpreted consistently therewith.

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Signature Page to Follow]

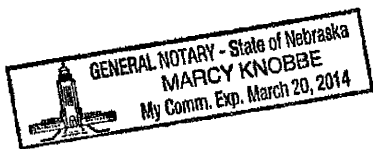
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this ____ day of _____, 2011.

FIVE FOUNTAINS, LLC, a Nebraska limited liability company, "Declarant"

By Michael L. Riedmann
MICHAEL L. RIEDMANN, Manager

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

The foregoing instrument was acknowledged before me this 2 day of Sept, 2011, by MICHAEL L. RIEDMANN, Manager of FIVE FOUNTAINS, LLC, a Nebraska limited liability company, on behalf of the company.



Notary Public Marcy Knobbe

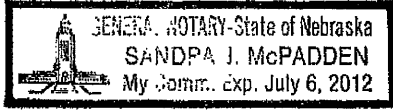
CROWN LTD, a Nebraska Corporation

By: James C. Pennington
James C. Pennington, President

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

The foregoing instrument was acknowledged before me this 31ST day of August, 2011, by Jim Pennington, President of CROWN LTD, a Nebraska Corporation, on behalf of the company.

Sandra J. McPadden
Notary Public



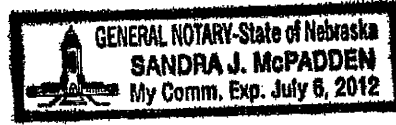
By: Richard P. McGill
Richard P. McGill, Owner of Lot 136

By: Renea McGill
Renea McGill, Owner of Lot 136

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

The foregoing instrument was acknowledged before me this 27th day of August, 2011, by Richard P. McGill and Renea McGill, husband and wife, Owners of Lot 136.

Sandra J. McPadden
Notary Public





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**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE FIVE FOUNTAINS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION (this "First Amendment") is made on the date hereinafter set forth, by FIVE FOUNTAINS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

WHEREAS, Declarant is the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements of Five Fountains, a subdivision in Douglas County, Nebraska, as recorded with the Douglas County Register of Deeds on October 10, 2006 as Instrument Number 2006-116587 (the "Declaration").

Declarant, pursuant to Article V, Section 2 of the Declaration may amend the Declaration by recorded instrument.

Declarant wishes to amend the Declaration to provide for modified design and construction requirements for the following real estate:

Lots 135 through 150, inclusive, in Five Fountains, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

(the "Villas Lots").

NOW, THEREFORE, the Declarant amends the Declaration as set forth below:

1. Definitions. Except as context clearly requires as otherwise, the terms used in this First Amendment shall be ascribed the same meaning as set forth in the Declaration.

PUZZ 1

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2. Amendment. As to the Villas Lots, and only the Villas Lots, the requirements of Article I, Section 3 of the Declaration are hereby amended, such that the minimum allowable size of a garage shall be a two (2) car garage, provided that said two car garage may not be a tandem, and such that the front yard setback shall be twenty-five (25) feet from the front yard line from the construction of any structure, building or port to be constructed, erected, installed or situated on the Villas Lots. These minimum standards for the Villas Lots shall be considered by the Declarant, its successors or assigns, and approving any construction on the Villas Lots.

3. Limitation of Amendment. Except as expressly set forth in this First Amendment, the Declaration shall continue in full force and effect according to its terms.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of August, 2011.

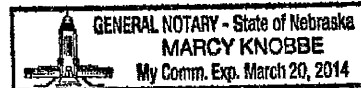
FIVE FOUNTAINS, LLC, a Nebraska limited liability company, "Declarant"

By Michael L. Riedmann
MICHAEL L. RIEDMANN, Manager

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

The foregoing instrument was acknowledged before me this 30 day of August, 2011, by MICHAEL L. RIEDMANN, Manager of FIVE FOUNTAINS, LLC, a Nebraska limited liability company, on behalf of the company.

Marcy Knobbe
Notary Public





MISC 2006116587



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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF FIVE FOUNTAINS,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

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2006116587

THIS DECLARATION, made on the date hereinafter set forth, is made by FIVE FOUNTAINS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 2 through 150, inclusive, in Five Fountains, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Five Fountains, for the maintenance of the character and residential integrity of Five Fountains, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Five Fountains.

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

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family detached residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, outlot, or for other non-profit use.

Return to:

John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

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2. No residence, building, outbuilding, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, surface mounted lights or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

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

B. Declarant shall review such Plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed (or faxed) to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed (or faxed), if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed (or faxed) within such period, the proposed Improvement shall be deemed disapproved by Declarant. Construction of any Improvement cannot begin until the Plans have been approved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All residences shall have at least a three (3) car garage, unless otherwise approved in writing by the Declarant. No structure, building or porch shall be constructed, erected, installed or situated within thirty-five (35) feet of the front yard line, except as set forth herein. All Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska. Approved grading plans and silt fence requirements for any Lot shall be strictly followed.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete or concrete blocks. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with Heritage 50 Weatherwood shingles (or equivalent, as approved in writing by Declarant), wood shake, slate shingles or other roofing materials as approved by the Declarant. Log homes and vertical, vinyl or aluminum siding are specifically not permitted.

5. No streamers, posters, banners, balloons, sports flags, memorabilia or articles, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property or attached to any residential structure or located in such yard for any reason whatsoever, unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale", unless Declarant approves any longer sign. No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; nor shall the premises 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No obnoxious 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. 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. Surface mounted lights must be approved in writing by the Declarant. Any change in color and use of materials for the exterior of any Improvement subsequent to Declarant's initial approval shall be submitted to the Declarant or its assigns for review in accordance with Article I, Section 2 hereof. All lots must be sodded.

7. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No tree houses, tool sheds, out buildings, doll houses, windmills, or similar structures shall be permitted on any Lot unless approved in writing by Declarant.

8. No repair of any boats, automobiles, all terrain vehicles (ATV) motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Further, snowmobiles, motorcycles, all terrain vehicles (ATV) and other self-propelled vehicles or similar vehicles shall not be operated on any Lot.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable building and zoning ordinances of the City of Omaha, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Existing trees and

landscaping shall be retained to the greatest extent possible. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron or equivalent material as approved by Declarant. In some cases, a small amount of wood fencing may be approved. Cyclone type fences are specifically not permitted. Railroad/wood tie retaining walls are specifically not permitted.

12. No swimming pool may extend more than one foot above ground level; provided, however this shall not include a temporary small swimming pool not exceeding two feet (2') in height and not requiring a City of Omaha, Nebraska permit for the pool or a surrounding fence.

13. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot or the grading plan approved by Declarant. The front, side and rear yards of all Lots shall be sodded.

14. A public sidewalk shall be constructed of concrete five (5) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed six (6) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha, Nebraska, including, but not limited to sidewalks adjacent to H.W.S. Cleveland Boulevard.

15. 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.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved in writing by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the written approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure 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.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Five Fountains to any Lot without the written approval of Declarant.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its

sole and absolute discretion. Silt fencing installed by Declarant shall not be damaged, disturbed or removed in any manner and any damage or removal shall be subject to fines or penalties as established by Declarant from time to time.

ARTICLE II.
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of FIVE FOUNTAINS HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities and trash removal for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; and dedicated and nondedicated roads, paths, ways and green areas; signs and entrances for Five Fountains. 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, on property dedicated to a Sanitary Improvement District, or on Outlots within Five Fountains.

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

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

2. Membership and Voting. Five Fountains is divided into one hundred forty-nine (149) residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this 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.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Five Fountains.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

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

4. Mandatory Duties of Association. The Association shall maintain and repair the fence, signs and landscaping which have been installed in easement areas of the Five Fountains subdivision and center islands dividing dedicated roads, in generally good and neat condition.

5. 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.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due 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.

7. 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.

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

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Five Hundred and no/100 Dollars (\$500.00) per Lot.

B. In each calendar year beginning on January 1, 2007, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. 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.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, 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 assessment 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 or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of an Owner's 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.

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Corporation, 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. 523 of Douglas 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 of Omaha, its 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. 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 herein.

3. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Qwest Corporation files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest Corporation may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by Qwest Corporation and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest Corporation sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

4. Other easements are provided for in the final plat of Five Fountains which is filed in the Register of Deeds of Douglas County, Nebraska on September 14, 2006 in the Deeds Records of Douglas County, Nebraska at Instrument No. 2006-106173.

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 Five Fountains, LLC, a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by Five Fountains, LLC, a Nebraska limited liability company, in any manner which it may 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 covered by this Declaration.

3. Five Fountains, LLC, a Nebraska limited liability company, 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.

4. 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.

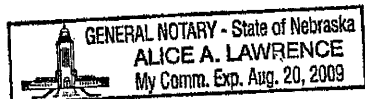
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6 day of October, 2006.

FIVE FOUNTAINS, LLC, a Nebraska limited liability company

By Michael L. Riedmann
Michael L. Riedmann, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of October, 2006, before me, a Notary Public, personally came Michael L. Riedmann, Manager of FIVE FOUNTAINS, LLC, a Nebraska limited liability corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.



Alice A. Lawrence
Notary Public