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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BYLAWS
OF
BRIAR HILLS TOWNHOMES ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

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DEL _____ SCAN CR FV _____

The name of the corporation is Briar Hills Townhomes Association, Inc., a Nebraska non-profit corporation (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 1035 N. 127th Avenue, Omaha, NE 68154, but meetings of members and directors may be held at such places within the State of Nebraska, County of Douglas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Briar Hills Townhomes Association Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the Jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to those plots of land shown on the recorded subdivision map of Briar Hills.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities holding fee simple title to any townhome unit or Lot which is a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If a townhome unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 5. "Declarant" shall mean and refer to Pinnacle Homes, Inc., or its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Registrar of Deed of Douglas County, Nebraska.

Section 7. "Member" shall mean and refer to those persons entitled membership as provided in the Declaration.

Lots 165 Thru 189, Briar Hills, Douglas County, Nebraska.

✓ 6875

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. Class B members shall be the Declarant, or its successors or assigns, and shall be entitled to three (3) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the earlier occurrence of either of the following events:

- (a) when the votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on July 1, 2005.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held at the registered office of the corporation within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of five o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at anytime by the President or by the Board of Directors, or upon written demand made on one of the corporate officers by the members who constitute at least five percent (5%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a

copy of each notice to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice at least ten (10) days in advance. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member or his/her Unit.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be a member of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice at the registered office of the corporation at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than two (2) days' written notice to each director of the date, time and place of such meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) Exercise for the Association all powers, duties and authority vested in the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and appoint a successor thereto;
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to set their compensation and prescribe their duties; and,
- (e) Such other powers as may be vested in the Board by the laws of the State of Nebraska.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present

a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by five percent (5%) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) File and foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owners personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as may deem appropriate,

(f) Cause the Lots and Units to be maintained in accordance with the Declaration; and

(g) Enforce all covenants, conditions and restrictions affecting any Lot or Owner as set forth in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may, from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, and other written instruments and shall co-sign all checks and promissory notes; and, call special meetings of the members.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose and powers.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member of the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which may be secured by a lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate allowable in the State of Nebraska for individuals, which is presently sixteen percent (16%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and attorney's fees of any such action shall be added to the amount of such assessment and be recoverable by the Association as part of the assessment. The liability established by this paragraph shall be personal. No Owner may waive or otherwise escape liability for the assessments provided for herein by performing his/her own lot maintenance to be provided by the Association or by transferring or conveying the Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Briar Hills Townhomes Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members present, by a vote of a majority of the voting power of the members present in person or by proxy; provided, however, during the period that there is a Class B membership and the loan on any members Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, any amendment of these Bylaws shall be required to be approved by the Federal Housing Administration or the Veterans Administration as the case may be before it shall become effective.

Section 2. In the case of any conflict between the Articles of Incorporation, and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

INDEMNIFICATION

Section 1. In civil or administrative proceedings, the corporation may indemnify a former or present Director of the corporation, provided that the Director, or former Director, conducted him/herself in good faith and reasonably believed, in matters concerning his/her conduct while acting in an official capacity of the corporation, that his/her conduct was in the best interest of the corporation; and, in all other cases, that his or her conduct was not opposed to its best interests.

In criminal proceedings, in addition to the foregoing criteria, the Director had no reasonable cause to believe that his/her conduct was unlawful.

The corporation may not indemnify a Director or former Director in: 1) connection with a proceeding by or in the right of the corporation in which the Director was adjudged liable to the corporation; and, 2) in connection with any proceeding charging improper personal benefit to the Director, whether or not involving action in his/her official capacity, in which the Director was adjudged liable on the basis that personal benefit was improperly received by the Director.

Section 2. The corporation shall indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he or she was a Director of the corporation against reasonable expenses actually incurred by the Director in connection with that proceeding.

Section 3. The determination of entitlement of a Director or former Director to indemnification shall be made in accordance with Nebraska law.

Section 4. The Officers, employees, or agents of the corporation who are not a Director are entitled to mandatory indemnification in the manner provided in Section 2 above to the same extent as a Director of the corporation.

Section 5. The Board of Directors shall be empowered to procure and maintain liability, and/or errors and omissions insurance for any Director, Officer, agent, or other person to the full extent authorized, empowered, or directed by applicable law.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall be in on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Briar Hills Townhomes Association, Inc. have hereunto set our hands this 10 day of June, 1999.

Joseph Druyzen

Richard C. Morgan

Christina Morgan

STATE OF NEBRASKA)) ss.
COUNTY OF DOUGLAS)

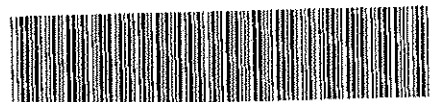
The foregoing instrument was acknowledged before me this 10 day of June, 1999, by Joseph Duysen, Richard C. Morgan, and Christina Morgan, directors of the Briar Hills Townhomes Association, Inc.

Notary Public





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DOUGLAS COUNTY, NE

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by BRIAR HILLS DEVELOPMENT CO., L.L.P., a Nebraska limited liability partnership, 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 38 through 161, inclusive, in Briar Hills, 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 Briar Hills, for the maintenance of the character and residential integrity of Briar Hills, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Briar Hills. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Briar Hills, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's 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,

Return to:
Brown & Wolff, P.C.
1925 No. 120th Street
Omaha, NE 68154

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4. 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 US West Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the 'Subdivision Improvement Date'), then US West Company 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 US West Company 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) US West Company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

5. Other easements are provided for in the final plat of Briar Hills which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2082, Page 396).

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 all loss or damages arising out 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.

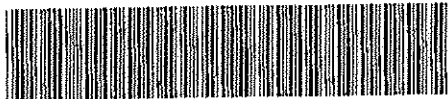
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) 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 21 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 for a period of five (5) years from the date hereof, 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 Briar Hills subdivision and the Owner requesting the waiver. Declarant's decision on any requested

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This First Amendment to Declaration is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Declaration") by Briar Hills Development, L.L.C., a Nebraska limited liability company, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 161, inclusive, of Briar Hills, 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".

B. Declarant is the owner of additional residential lots adjacent to the Declaration Lots, which are legally described as follows:

Lots 165 through 295, inclusive, in Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Additional Lots").

C. Declarant desires to amend the Declaration for purposes of including the Additional Lots as "Lots" subject to the Declaration and subject to each and all of the covenants, restrictions and easements as set forth in the Declaration.

D. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restriction and easements set forth in the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

Return to:
Brown & Wolff, P.C.
1925 No. 120th St.
Omaha, Nebraska 68154

1. Lots 165 through 295, inclusive, Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

2. Article I, Section 13, shall be deleted in its entirety and replaced with the following:
"13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement."

3. The Declaration is in all other matters ratified and affirmed.

4. Invalidity 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.

The Declarant has executed this First Amendment to Declaration as of this 1st day of August, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

By: Maurice M. Udes
Maurice M. Udes, Manager

By: B-4, L.L.C., a Nebraska limited liability
company

By: Paul M. Brown
Paul M. Brown, Manager



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Stamp Tax

Date

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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This Second Amendment to Declaration is made on the date hereinafter set forth by BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration for Briar Hills, a Subdivision in Douglas County, Nebraska, filed July 27th, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements, filed August 23, 2000, in Book 1349 at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, (herein referred to as the "Declaration"), Declarant subjected the following described lots to restrictions, covenants, conditions and easements:

Lots 1 through 161, inclusive, Lots 165 through 295,
inclusive, in Briar Hills, a Subdivision as surveyed, platted
and recorded in Douglas County, Nebraska.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby amend, restate and remove the following described lots from the restrictions, covenants, conditions and easements:

Lots One Hundred Sixty Five (165) through One Hundred Eighty Nine (189), inclusive, Briar Hills, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. The Declaration is in all other matters ratified and affirmed.

Brown & Wolff
One Bennington Place
1925 N. 120th Street
Omaha, NE 68154 1394

The Declarant has executed this Second Amendment to Declaration as of this 31st day of August, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

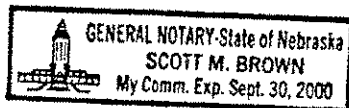
By: Maurice M. Udes
Maurice M. Udes, Manager

By: B-4, L.L.C., a Nebraska limited liability
company

By: Paul M. Brown
Paul M. Brown, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

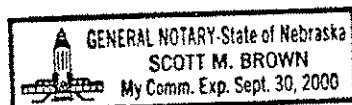
On this 31st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



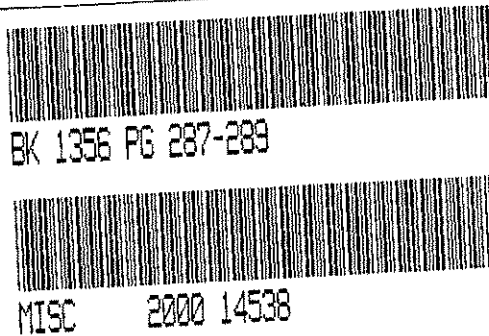
[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Paul M. Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



[Signature]
Notary Public



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Date
\$
By

RICHARD M. FINECHU
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
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THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This Third Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements filed August 23, 2000 in Book 1349, at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated August 31, 2000, filed in Book 1352, at Page 156 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska by Briar Hills Development, L.L.P., a Nebraska limited liability partnership, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 295, inclusive, of Briar Hills, 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".

B. Declarant is the owner of additional residential lots adjacent to the Declaration Lots, which are legally described as follows:

Lots 296 through 386, inclusive, in Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Additional Lots").

C. Declarant desires to amend the Declaration for purposes of including the Additional Lots as "Lots" subject to the Declaration, adding lots subject to the landscape buffer, and subject to each and all of the covenants, restrictions and easements as set forth in the Declaration.

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D. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restriction and easements set forth in the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lots 296 through 386, inclusive, Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

2. Article II, Section I shall be amended to include Lots 307, 308, 317 through 319, inclusive, 324 through 326, inclusive, 329 and 330.

3. Article III, Section II shall be amended to include Lots 295 through 386 in the membership of the Homeowner's Association.

4. The Declaration is in all other matters ratified and affirmed.

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.

The Declarant has executed this Third Amendment to Declaration as of this 4th day of October, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

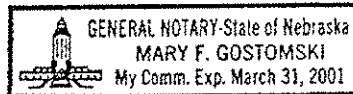
By: Maurice M. Udes
Maurice M. Udes, Manager

By: BHD II, L.L.C., a Nebraska limited liability
company

By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, and Manager of BHD II, L.L.C., a Nebraska limited liability company, Partners of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of each of the limited liability companies.



Mary F. Gostomski
Notary Public

RETURN:

Scott Brown
Brown and Wolf
One Bennington Place
1925 North 120th St.
Omaha, Neb 68154

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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF BRIAR HILLS, A SUBDIVISION.
IN DOUGLAS COUNTY, NEBRASKA

This Fourth Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements filed August 23, 2000 in Book 1349, at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated August 31, 2000, filed in Book 1352, at Page 156 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska and the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated October 4, 2000, filed in Book 1356 Page 287 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the Declaration and amendments thereto hereinafter referred to collectively as the "Declaration") all executed and filed by Briar Hills Development, L.L.P., a Nebraska limited liability partnership, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 386, inclusive, of Briar Hills, 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".

B. Declarant desires to amend the Declaration for purpose of modifying paragraph 11 of Article I of the Declaration to allow wood fencing and PVC fencing within the subdivision if approved by Declarant and require black ornamental iron on certain lots backing onto Blondo Street.

C. Article V, Paragraph 2 of the Declaration grants Declarant the authority, in its full and absolute discretion until July 13, 2003.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. By deleting therefrom Paragraph 11 of Article I and adding in its place and stead the following:

No fence shall be permitted to extend beyond the front line of a main residential structure. Lots 307, 308, 317 - 319, inclusive, 324 - 326, inclusive, 329 and 330, all in Briar Hills, shall be only

Please Return to: Jana McDonald, 11920 Burt St, Suite 165, Omaha, NE 68157

(402) 614.9100.

composed of ornamental iron with the specifications shown in Exhibit "B," attached hereto and incorporated herein by this reference. With respect to all Lots except those required to have only ornamental iron as identified in the preceding sentence, fences shall be only composed of black vinyl chain link with the specifications shown in Exhibit "A," attached hereto and incorporated herein by this reference or ornamental iron with the specifications shown in Exhibit "B," unless written approval by the Declarant is granted allowing wood fencing or PVC fencing. No fence shall be below the height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground.

2. The Declaration is in all other matters ratified and affirmed.
3. Invalidity 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.

The Declarant has executed this Fourth Amendment to Declaration as of this 3rd day of April 2002.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership,
By: BHD, L.L.C., a Nebraska limited
liability company

By: Maurice M. Udes
Maurice M. Udes, Manager

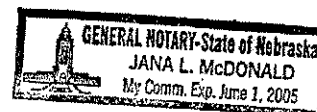
By: BHD II, L.L.C., a Nebraska limited
liability company

By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

On this 3rd day of April 2002, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, and Manager of BHD II, L.L.C., a Nebraska limited liability company, Partners of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of each of the limited liability companies.

Jana L. McDonald
Notary Public





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DOUGLAS COUNTY, NE

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by BRIAR HILLS DEVELOPMENT CO., L.L.P., a Nebraska limited liability partnership, 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 38 through 161, inclusive, in Briar Hills, 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 Briar Hills, for the maintenance of the character and residential integrity of Briar Hills, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Briar Hills. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Briar Hills, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's 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,

Return to:
Brown & Wolff, P.C.
1925 No. 120th Street
Omaha, NE 68154

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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 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, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna satellite receiving station or "discs," flag pole, solar heating or cooling device, tool shed, wind mill 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 or excavation 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 and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description 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 and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as 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 in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Briar Hills Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or 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.

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.

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. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots or ten (10) years, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein.

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. Residences on all Lots shall have a minimum front set back of twenty-five (25) feet.

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 brick or other material 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 or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, 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 asphalt shingles or other approved material shingles.

5. 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". 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 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 exterior television or radio antenna or disc greater than 18" x 24" in size shall be permitted on any Lot other than in an enclosed structure hidden from public view.

7. No repair of any boats, automobiles, motorcycles, trucks, campers 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.

8. 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 Paragraph 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. 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 City of Omaha, Nebraska.

9. 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. 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, 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 maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.

10. 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.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. Fences shall be only composed of black vinyl chain link with the specifications shown in Exhibit "A" or ornamental iron with the specifications shown in Exhibit "B". No fence shall be below the height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground.

12. No swimming pool may extend more than one foot above ground level.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. 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. The sidewalk shall be placed four (4) 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.

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 constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Briar Hills Subdivision. No livestock or agricultural-type animals shall be allowed in Briar Hills Subdivision, including pot-bellied pigs.

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 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 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, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Any owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of the Declarant. No structure or dwelling shall be moved from outside Briar Hills to any Lot without the written approval of Declarant.

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

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

ARTICLE II. LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, at its sole discretion, construct a landscape buffer and/or boundary fence along the east sixteen (16) feet of Lots 48 through 53, inclusive, 61 through 63, inclusive, 66, 67 and 92 through 96, inclusive (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Briar Hills Homeowners Association to maintain, repair and replace the Landscape Buffer and Boundary Fence. Without limitation of the

rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer and Boundary Fence.

ARTICLE III.
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause the incorporation of Briar Hills Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have 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. 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 and entrances for Briar Hills. 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.

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 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 enjoyment of the Common Facility.

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

2. Membership and Voting. Briar Hills is being initially divided into One Hundred Twenty-Four (124) separate single-family residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Briar Hills as may be developed by the Declarant. 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 entities, shall be entitled to one (1) vote for each Lot owned on each matter properly coming before the Members of the Association.

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 Douglas 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, 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 Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary 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 Briar Hills 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 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, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Briar Hills.

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.

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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.

5. Mandatory Duties of Association. The Association shall maintain and repair any landscape buffer, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

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.

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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 as deemed necessary to carry out the purposes and responsibilities of the Association.

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. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) per Lot.

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 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 assessment shall bear interest from the due date at the rate of Fifteen percent (15%) 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 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.

10

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 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 Company, and Sanitary and Improvement District No. 420 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 Company, 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 easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways 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. 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/or boundary fence and related accessories located on, over and upon the east sixteen (16) feet of Lots 48 through 53, inclusive, 61 through 63, inclusive, 66, 67, and 92 through 96, inclusive.

11

4. 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 US West Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then US West Company 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 US West Company 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) US West Company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

5. Other easements are provided for in the final plat of Briar Hills which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2082, Page 396).

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 all loss or damages arising out 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 five (5) 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 21 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 for a period of five (5) years from the date hereof, 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 Briar Hills 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 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 13th day of July, 1998.

BRIAR HILLS DEVELOPMENT CO., L.L.P., a
Nebraska limited liability partnership, "Declarant"

By: BHD, L.L.C., a Nebraska limited liability
company, Partner

By: M. M. Viles
Manager

By: Barbara Shaw
Manager

By: NEW MILLENNIUM, L.L.P., a Nebraska
limited liability partnership, Partner

By: G. R.
Partner

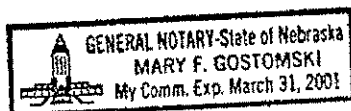
By: Harold L. Green
Partner

By: B-4, L.L.C., a Nebraska Limited Liability
Company, Partner

By: Paul M. Brown
Paul M. Brown, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

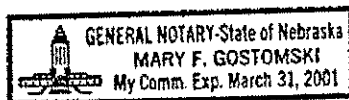
The foregoing instrument was acknowledged before me this 7th day of July 1998, by Maurice M. Udes and Barbara Shaw, personally known to me to be the Managers of BHD, L.L.C., a Nebraska limited liability company, Partner of Briar Hills Development, L.L.P., a Nebraska limited liability partnership, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostomski
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

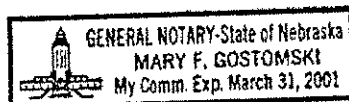
The foregoing instrument was acknowledged before me this 7th day of July, 1998, by Kevin Irish and Herbert Freeman, personally known to me to be the Partners of NEW MILLENNIUM, L.L.P., a Nebraska limited liability partnership, Partner of Briar Hills Development, L.L.P., a Nebraska limited liability partnership, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the partnership.



Mary F. Gostomski
Notary Public

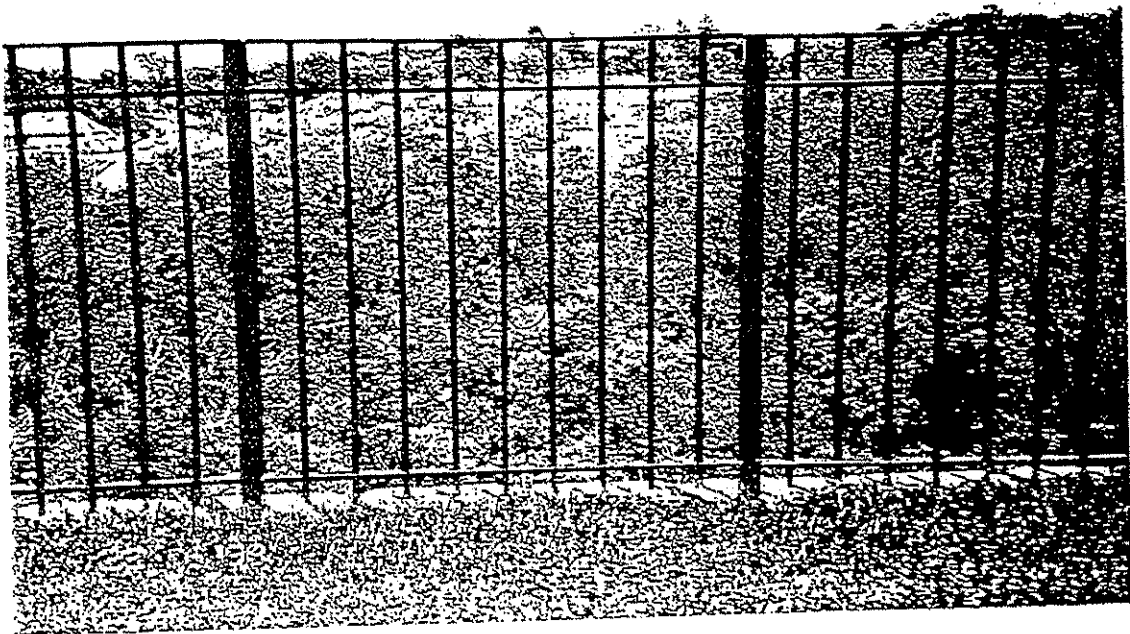
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of July, 1998, by Paul Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Partner of Briar Hills Development, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



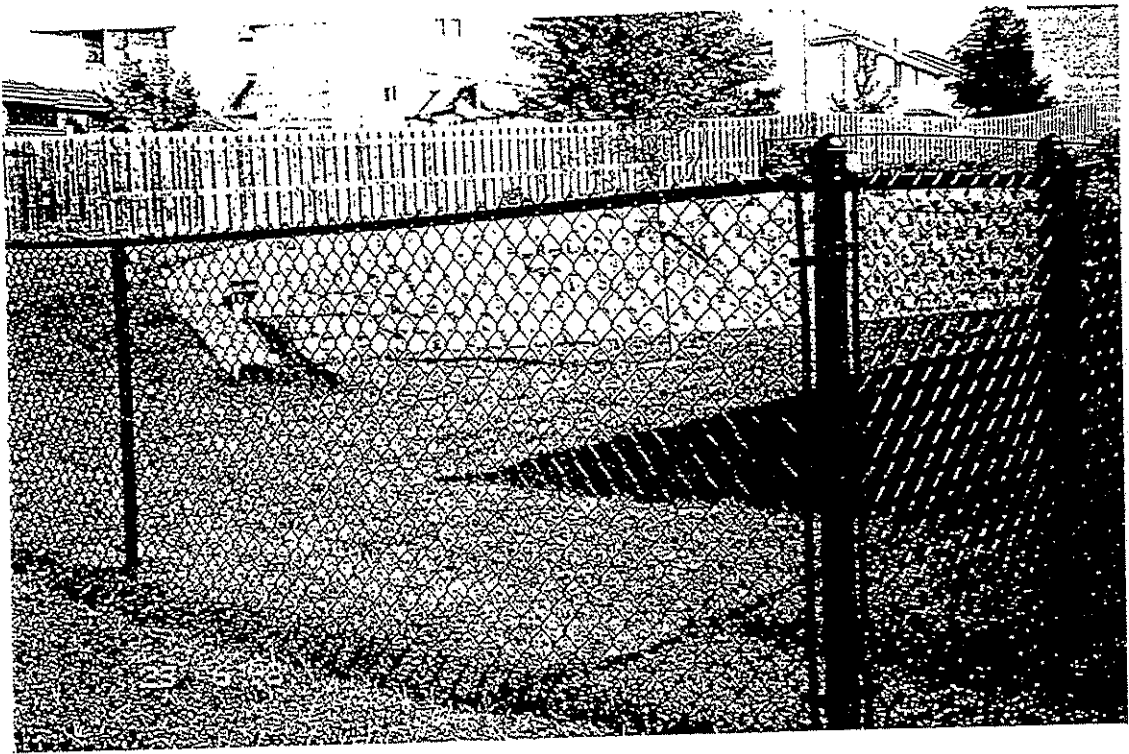
Mary F. Gostomski
Notary Public

EXHIBIT "B"

*Briar Hills***SPECIFICATIONS**

2" Posts, 11 gauge, Set in
6"x 36" Concrete Footings
3/4" Pickets
1 1/2" Channels on Top,
Middle & Bottom Rails
4" spacing on pickets

- ♦ Chromate Adhesive Primer,
to deter rust
- ♦ Paint Color-Gloss Black
- ♦ 3 -year Guarantee on
Material, Labor & Paint
- ♦ Required pool code,
72" tall with 3" spacing



Briar Hills

SPECIFICATIONS

2 ½" Corner Posts, Set in
6"x 36" Concrete Footings
1 5/8" Line Posts
1 3/8" Top rail
9 gauge black vinyl
fabric, 120 core

- ♦ All framework is made
of .055 tubing
- ♦ 15 -year manufacturer
warranty for fabric

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This First Amendment to Declaration is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Declaration") by Briar Hills Development, L.L.C., a Nebraska limited liability company, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 161, inclusive, of Briar Hills, 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".

B. Declarant is the owner of additional residential lots adjacent to the Declaration Lots, which are legally described as follows:

Lots 165 through 295, inclusive, in Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Additional Lots").

C. Declarant desires to amend the Declaration for purposes of including the Additional Lots as "Lots" subject to the Declaration and subject to each and all of the covenants, restrictions and easements as set forth in the Declaration.

D. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restriction and easements set forth in the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

Represented by:

Brown & Wolff, P.C.
1925 No. 120th St.
Omaha, Nebraska 68154

1. Lots 165 through 295, inclusive, Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

2. Article I, Section 13, shall be deleted in its entirety and replaced with the following:
"13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement."

3. The Declaration is in all other matters ratified and affirmed.

4. Invalidity 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.

The Declarant has executed this First Amendment to Declaration as of this 1st day of August, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

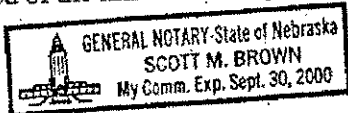
By: Maurice M. Udes
Maurice M. Udes, Manager

By: B-4, L.L.C., a Nebraska limited liability
company

By: Paul M. Brown
Paul M. Brown, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

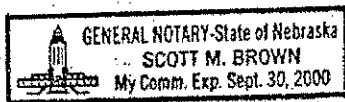


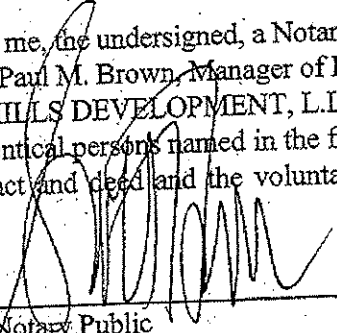


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Paul M. Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.





Notary Public



BK 1352 PG 156-158



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By

RICHARD N JARECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This Second Amendment to Declaration is made on the date hereinafter set forth by BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration for Briar Hills, a Subdivision in Douglas County, Nebraska, filed July 27th, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements, filed August 23, 2000, in Book 1349 at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, (herein referred to as the "Declaration"), Declarant subjected the following described lots to restrictions, covenants, conditions and easements:

Lots 1 through 161, inclusive, Lots 165 through 295,
inclusive, in Briar Hills, a Subdivision as surveyed, platted
and recorded in Douglas County, Nebraska.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby amend, restate and remove the following described lots from the restrictions, covenants, conditions and easements:

Lots One Hundred Sixty Five (165) through One Hundred Eighty Nine (189), inclusive, Briar Hills, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. The Declaration is in all other matters ratified and affirmed.

Brown & Wolff
One Bennington Place
1925 N. 120th Street
Omaha, NE 68154-1391

The Declarant has executed this Second Amendment to Declaration as of this 31st day of August, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

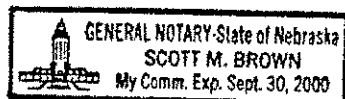
By: Maurice M. Udes
Maurice M. Udes, Manager

By: B-4, L.L.C., a Nebraska limited liability
company

By: Paul M. Brown
Paul M. Brown, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

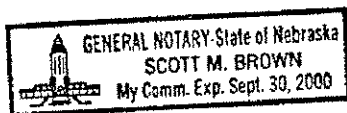
On this 31st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of August, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Paul M. Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



[Signature]
Notary Public



BK 1356 PG 287-289



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DOUGLAS COUNTY, NE

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THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIAR HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This Third Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements filed August 23, 2000 in Book 1349, at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated August 31, 2000, filed in Book 1352, at Page 156 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska by Briar Hills Development, L.L.P., a Nebraska limited liability partnership, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 295, inclusive, of Briar Hills, 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".

B. Declarant is the owner of additional residential lots adjacent to the Declaration Lots, which are legally described as follows:

Lots 296 through 386, inclusive, in Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Additional Lots").

C. Declarant desires to amend the Declaration for purposes of including the Additional Lots as "Lots" subject to the Declaration, adding lots subject to the landscape buffer, and subject to each and all of the covenants, restrictions and easements as set forth in the Declaration.

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D. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restriction and easements set forth in the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lots 296 through 386, inclusive, Briar Hills, Second Platting, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions, and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.

2. Article II, Section I shall be amended to include Lots 307, 308, 317 through 319, inclusive, 324 through 326, inclusive, 329 and 330.

3. Article III, Section II shall be amended to include Lots 295 through 386 in the membership of the Homeowner's Association.

4. The Declaration is in all other matters ratified and affirmed.

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.

The Declarant has executed this Third Amendment to Declaration as of this 4th day of October, 2000.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company

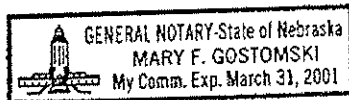
By: Maurice M. Udes
Maurice M. Udes, Manager

By: BHD II, L.L.C., a Nebraska limited liability
company

By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, and Manager of BHD II, L.L.C., a Nebraska limited liability company, Partners of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of each of the limited liability companies.



Mary F. Gostomski
Notary Public

RETURN:

Scott Brown
Brown and Wolf
One Bennington Place
1925 North 120th St.
Omaha, Neb 68154



BK 1458 PG 218-220



MISC 2002 25531

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF BRIAR HILLS, A SUBDIVISION.
IN DOUGLAS COUNTY, NEBRASKA

This Fourth Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Briar Hills, a subdivision in Douglas County, Nebraska, filed July 27, 1998, in Book 1257 at Page 1 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements filed August 23, 2000 in Book 1349, at Page 187 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated August 31, 2000, filed in Book 1352, at Page 156 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska and the Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements dated October 4, 2000, filed in Book 1356 Page 287 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the Declaration and amendments thereto hereinafter referred to collectively as the "Declaration") all executed and filed by Briar Hills Development, L.L.P., a Nebraska limited liability partnership, (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 386, inclusive, of Briar Hills, 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".

B. Declarant desires to amend the Declaration for purpose of modifying paragraph 11 of Article I of the Declaration to allow wood fencing and PVC fencing within the subdivision if approved by Declarant and require black ornamental iron on certain lots backing onto Blondo Street.

C. Article V, Paragraph 2 of the Declaration grants Declarant the authority, in its full and absolute discretion until July 13, 2003.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. By deleting therefrom Paragraph 11 of Article I and adding in its place and stead the following:

No fence shall be permitted to extend beyond the front line of a main residential structure. Lots 307, 308, 317 - 319, inclusive, 324 - 326, inclusive, 329 and 330, all in Briar Hills, shall be only

Please Return to: Jana McDonald, 11920 Burt St, Suite 165, Omaha, NE 68157
(402) 614,9100.

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composed of ornamental iron with the specifications shown in Exhibit "B," attached hereto and incorporated herein by this reference. With respect to all Lots except those required to have only ornamental iron as identified in the preceding sentence, fences shall be only composed of black vinyl chain link with the specifications shown in Exhibit "A," attached hereto and incorporated herein by this reference or ornamental iron with the specifications shown in Exhibit "B," unless written approval by the Declarant is granted allowing wood fencing or PVC fencing. No fence shall be below the height of four (4) feet or exceed the height of six (6) feet. No wall shall exist above ground.

2. The Declaration is in all other matters ratified and affirmed.
3. 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.

The Declarant has executed this Fourth Amendment to Declaration as of this 3rd day of April 2002.

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership,
By: BHD, L.L.C., a Nebraska limited
liability company

By: Maurice M. Udes
Maurice M. Udes, Manager

By: BHD II, L.L.C., a Nebraska limited
liability company

By: Maurice M. Udes
Maurice M. Udes, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of April 2002, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes, Manager of BHD, L.L.C., a Nebraska limited liability company, and Manager of BHD II, L.L.C., a Nebraska limited liability company, Partners of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of each of the limited liability companies.

Jana L. McDonald
Notary Public

