

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CLIFTON PLACE TOWNHOMES

an addition to the City of Omaha, Douglas County,
Nebraska, as surveyed, platted and recorded

This DECLARATION made on the date hereinafter set forth:

by

ND9 PARTNERSHIP, a Nebraska general partnership
with its principal place of business in Douglas
County Nebraska.

WITNESSETH:

WHEREAS, Declarant owns the following described real
property in Douglas County, Nebraska, to wit:

Lots 1 through 6, inclusive, in Clifton Place
Townhomes, being a replat of Lot 14, except the
west 17.00 feet thereof, Clifton Place, a
Subdivision of Lot 13, Bartlett's, an Addition
to the City of Omaha, Douglas County, Nebraska,
as surveyed, platted and recorded; and

WHEREAS, such property consists of a single building and
surrounding property containing one (1) townhome on each lot with
one (1) or more common walls with the townhome located on adjacent
lot or lots and with one (1) garage unit attached to the townhome
unit located upon Lot 1;

WHEREAS, Declarant desires and intends that all lots
within the subdivision be subject to conditions, restrictions,
covenants and other terms appropriate, convenient or necessary to
preserve and promote its private townhome residential character;
and

WHEREAS, Declarant desires to provide easements for the
use and benefit of owners of property within said subdivision.

NOW, THEREFORE, Declarant does hereby declare that all of
the property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property above
described and shall be binding on all parties having any right,
title or interest in the described property, any part thereof,

their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of the then owners of 2/3 of the lots within the subdivision, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CLIFTON PLACE OWNERS' ASSOCIATION, INC., a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property subjected to this Declaration.

Section 4. "Townhome" shall mean the residential unit located upon each of the six (6) lots in the Property.

Section 5. "Lot" (sometimes called "Townhome Lot") shall mean and refer to any plot of land designated by number and shown upon any recorded subdivision map or plat of the property upon which a Townhome currently exists.

Section 6. "Declarant" shall mean and refer to NDR Partnership, its specifically designated successors and assigns.

ARTICLE II

EASEMENTS

Section 1. Plat Easements. All easements expressly set forth in the Plat of Clifton Place Townhomes filed on June 2, 1983, in the office of the Register of Deeds in Book 175 at Page 123 of the Deed Records are hereby incorporated herein, including but not limited to, the ingress and egress easement granted to Lot 3 upon and over that sidewalk area of Lot 2 as reflected therein and all utility easements therein set forth.

Section 2. Owner Easements. Each owner shall have a non-exclusive right and easement of enjoyment in and upon that portion of each Townhome Lot located between the easterly outside wall of the Townhome building to the retaining wall located upon the east boundary line of Clifton Place Townhomes and extending to

Mason Street on the South of the property; provided that each owner shall be entitled to maintain a heat pump and/or air conditioning condensor upon his Lot in such area and, provided further that a trash receptacle or receptacles as from time to time approved by the Association shall be located within such area, as hereinafter set forth.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot and every contract purchaser of a Lot within the property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

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

(b) "Declarant Members" shall be the Declarant, its specifically designated successors and its assigns, provided that said assignment, grant or conveyance to a successor or to an assignee shall denominate said assignee as a successor Declarant. The Declarant member of its successors shall be entitled to two (2) votes for each Lot owned until five (5) of the Lots within Clifton Place Townhomes have been sold. From that point on, the Declarant membership shall cease and the Declarant shall have one (1) vote per Lot in the same manner as "Resident Members."

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner and contract purchaser of a Townhome Lot within Clifton Place Townhomes, by acceptance of a deed therefore or by executing a contract to purchase, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

(a) Regular, annual assessments or charges; and

(b) Special assessments for insurance on the property. The regular and special assessments, together with interest, costs, and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Townhome Lot against which each such assessment is made. Each such assessment, together

with interest, costs and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owners' successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety and other non-profit making interests; to maintain any and all retaining walls, lawn and walk areas, landscaping and trees; to provide and maintain private and public pedestrian walkways; to provide weed and other actual or potential nuisance abatement or control; to provide for exterior non-structural maintenance on the Townhomes located within Clifton Place Townhomes; to provide and maintain private and public sewers and utilities, conduits, connections, lines, maintenance and services to the extent that the same are exterior to any Townhome; and to undertake such other activity appropriate, convenient, or necessary to promote or sustain any such interest.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail, an annual budget of the working fund for the then anticipated fiscal affairs and general operations of the Association for the coming year, and shall levy and collect monthly assessments from each Townhome Lot within the property, which assessment shall be sufficient to fund the budget for the coming fiscal year. The regular assessment shall be uniform in amount as to each Townhome Lot.

Section 4. Special Assessments for Insurance. In addition to the regular assessments authorized above, the Association shall levy special assessments on each Townhome Lot for the portion of the insurance premium due with respect to said Townhome Lot as hereinafter provided in Article IX hereof, which special assessments shall be paid each month along with the regular assessments with respect to said Townhome Lot.

Section 5. Date of Commencement of Annual Assessments - Due Dates. The regular annual assessments provided for herein shall commence on the first day April, 1984. As provided in the By-Laws of the Association, the first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. Failure of the Association to timely fix or send notice of assessments shall not affect the right of the Association to later

assess and collect the same. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 6. Effect of Non-Payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. Any such action, whether at law or by way of foreclosure, shall be brought within three (3) years after the last day of the year or period in which the delinquent assessment became due and payable. No owner may waive or otherwise escape liability for the assessments provided herein by abandoning or vacating his Townhome.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or deed of trust of record prior to the filing of any lien notice therefor filed by the Association. The sale or transfer of any Townhome Lot shall not affect the assessment lien. However, the sale or transfer of any Townhome Lot pursuant to mortgage foreclosure, sale under power of sale in a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Townhome Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor relieve the prior owner from personal liability for prior unpaid assessments.

Section 8. Recording. The Association, at its option, may record in the office of the Register of Deeds of Douglas County, Nebraska, a duly acknowledged statement or document setting forth the lien claimed for unpaid assessments. Failure to record the statement of lien or a similar document shall in no way affect the lien created herein.

ARTICLE V

MAINTENANCE ON TOWNHOMES

The Association shall provide exterior non-structural maintenance upon each Lot and Townhome which is subject to assessment for exterior maintenance hereunder, including but not limited to the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other improvements. The Association shall provide all services necessary for cleaning and removing ice, mud, snow or other debris or matter from driveways and walkways. Exterior maintenance shall not include the painting, repair,

replacement and care of windows, doors, decks, fences, structural elements of a townhome nor any exterior mechanical equipment such as air-conditioning condensers and related appliances. In the event that the need for maintenance or repair is caused through willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the regular assessment to which such Lot is subject. The Association, its employees and agents shall have a general easement over and upon any Lot and shall have the right to go into or upon any Townhome within the subdivision for the purpose of performing the maintenance provided by this Article. The Association shall also have the right and easement to use any portion of that area described in Article II, Section 2, for the location of a trash receptacle or receptacles for the designated use of Declarant and other owners.

ARTICLE VI

ARCHITECTURAL CONTROL

No Townhome will be altered, built, constructed or otherwise maintained on any Townhome Lot within Clifton Place Townhomes without an express written approval executed by the Association or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location with Townhome Lot boundary lines, quality of construction, size, and suitability for clustered townhome residential purposes of such Townhomes; and no exterior air-conditioning equipment, antenna, ditch, fence, flag pole, wall, or other structure or associated structures, and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any Townhome Lot without such approval by the Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered townhome residential purposes.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each dividing wall between separate Townhome dwellings upon the Townhome Lots, as part of the original construction of Townhomes upon the Property, shall constitute a party wall to be used by the adjoining owners as such, notwithstanding the fact that the wall, through error in platting, construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. In the event of the damage or destruction of a party wall from fire or other casualty, other than the negligence of either adjoining owner, the owners shall, at joint expense, repair or rebuild said party wall, and each owner, his successors and assigns, shall have the right to full use of said party wall so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction to the extent not covered by insurance proceeds. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other owner may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the Townhome Lot owned by the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost.

Section 3. Maintenance, Use and Alterations.

(a) The cost of maintaining the party wall shall be borne equally by the owners on either side of said party wall.

(b) Neither owner adjacent to said party wall shall have the right to add to or detract from the said party wall in any manner whatsoever, it being the intention that said party wall shall at all times remain in the same position as now existing.

(c) Each party to the party wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

(d) The expense of maintaining, repairing and replacing that portion of the roof which covers the party wall shall be shared proportionately by both adjoining owners.

Section 4. Right to Contribution Runs with the Land.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners, successors in title.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Single Family. No Townhome Lot will be occupied or used for other than single family clustered residential purposes; and no Townhome Lot will be occupied or used for such residential purposes at a density greater than one single family clustered residence for each Townhome Lot.

Section 2. Awnings. No awnings or sun screens of any type shall be affixed to any Townhome upon the Property without the written consent of the Association.

Section 3. Driveways and Sidewalks. No driveway or sidewalk and no structural element of any Townhome or other exterior part thereof will be maintained on any Townhome Lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition.

Section 4. Noxious Activity. No noxious or offensive activity shall be carried on any Townhome Lot, nor shall any exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse, except as designated by the Association, be maintained above ground level in any Townhome Lot; and no barn, shack, tent, trailer, camper, camper vehicle or other movable or temporary structure shall be maintained on any Townhome Lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses related to and connected with approved or permitted construction.

Section 5. Grass and Weeds. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased, or otherwise objectional shrubs or trees will be maintained on any Townhome Lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

Section 6. Recreational Equipment. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any Townhome Lot, other than in a location out of public view, without an express written approval executed by the Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any Townhome Lot, other than in a location out of public view.

Section 7. Signs. No advertising sign or other poster, except any sign or signs belonging to the Declarant as owner of a Townhome Lot, will be maintained on any Townhome Lot, other than a sign of an area not more than four (4) square feet advertising such Townhome Lot or Townhome for sale.

Section 8. Storage. No excess or unused building material or materials will be kept, stored or otherwise maintained on any Townhome Lot, in a location within public view, other than for use or uses connected with and related to approved or permitted construction; no junk, rubble, waste material, or other refuse will be abandoned, stored or otherwise maintained or kept on any Townhome Lot; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any Townhome Lot, other than in an enclosed structure.

Section 9. Animals. No birds, livestock, poultry, or animals other than domesticated non-commercial pets in no more than reasonable quantities will be bred, kept or otherwise maintained on any Townhome Lot and none will be tethered or allowed to run loose outside any Townhome.

Section 10. Commercial Enterprise. No commercial enterprise or gainful public business, occupation or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any Townhome Lot.

Section 11. Fences and Other Enclosures. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any Townhome Lot except those that may be authorized by the Association. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed areas. Automobiles shall be parked only in designated parking areas.

Section 12. Outbuildings. No outbuildings or other attached structure appurtenant to a Townhome may be erected on any of the Townhome Lots without written consent of the Association.

ARTICLE IX

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the property including the structures but excluding the furnishings of individual Townhomes shall be purchased by and in the name of the Association for the benefit of the Association and the owners of each Townhome Lot as their interest may appear. Provision shall be made for the issuance of certificates of insurance to holders of mortgages, as loss payees, upon individual Lots.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any Lot, insurance upon the personal property, furnishings and improvements located on the premises by said owner as well as coverage for personal liability and such other risks as are ordinarily protected and covered under homeowners' insurance policies. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Section 3. Special Assessment. The cost of insurance premiums shall be considered in the nature of a special assessment, as hereinbefore provided, and the Association shall annually, in advance, specially assess against each Lot the premium attributable to coverage procured on said Lot under Sections 1 and 2 of this Article by the Association.

Section 4. Additional Insurance. Each owner of a Townhome may obtain additional insurance at his own expense, provided, however, that the additional insurance does not in any way impair, limit or restrict the effectiveness of the basic coverage carried by the Association.

ARTICLE X

ACCESS

Section 1. Rights of the Association. The Association shall have the right of access to each Townhome dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all exterior pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the duties of the owner of the Townhome Lots under this Declaration.

Section 2. Access by Utility Companies. Each of Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, and their respective successors and assigns is granted an easement, together with rights of ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing or repairing their respective telephone, gas, water, electric, public sewer, private sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of any Townhome Lot which may be necessary or required to carry out the purposes set forth above, provided, however, that the easement shall not interfere with any structural element of any Townhome and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better. Such easements are more particularly described in the Plat to the Property.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any

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Townhome Lot of any covenant or easement granted to it; and the Association will have the right in the manner set out in its Articles of Incorporation and By-Laws, as from time to time amended, at any time or from time to time, to extend, modify or terminate all or any part or parts of this Declaration other than easements granted to other grantees.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska, this 10th day of January 1984.

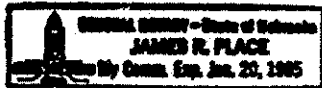
NDR PARTNERSHIP, a Nebraska partnership,

BY Roy G. Breeling
Roy G. Breeling, General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of March, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Roy G. Breeling, General Partner of NDR Partnership, a Nebraska partnership, to me personally know to be the General Partner and identical person whose name is affixed to the above Declaration of Covenants, Conditions and Restrictions, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.

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



Notary Public

APPROVAL AND CONSENT OF MORTGAGE

NORWEST BANK OMAHA, N.A., formerly known as United States National Bank of Omaha, Mortgagee of all of the premises included in Clifton Place Townhomes, does hereby approve, consent to and join in the above and foregoing Declaration of Covenants, Conditions and Restrictions.

Executed at Omaha, Douglas County, Nebraska this 27 day
of March, 1984.

NORWEST BANK OMAHA, N.A.

BY Joseph T. Amis Jr.
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of March, 1984, by Joseph L. Simon, Jr., Vice President of Norwest Bank of Omaha, N.A., on behalf of Norwest Bank Omaha, N.A.

Linda Bunch
Notary Public



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ACCEPTANCE

The undersigned, being thereunto duly empowered, hereby accepts and agrees to the foregoing declaration of covenants, conditions and restrictions.

Dated at Omaha, Douglas County, Nebraska, this 26th day of March, 1984.

ATTEST:

CLIFTON PLACE OWNERS'
ASSOCIATION, INC.

Kelle J. Westland
Secretary

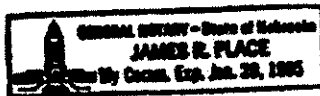
BY

Roy G. Breeling
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 1984, by Roy G. Breeling, President of Clifton Place Owners' Association, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public

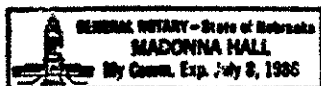


Dated this 10th day of January, 1984.

BY Donna M. Longaker
Title: Asst. Vice President

On this 10th day of January, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Anna M. Jankowski of American Charter Federal Savings and Loan Association, to me personally known to be the and identical person whose name is affixed to the above Consent, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Association.


Malinda Hall
Notary Public



Dated this 12 day of January, 1984.

Paul W. Reese

On this 12th day of January, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Raelene Kay Reese and Paul W. Reese, wife and husband, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed.

 **GENERAL NOTARY - State of Nebraska**
JOSEPH J. EDWARDS
My Comm. Exp. Aug. 2, 1990

David F. Edwards
Notary Public

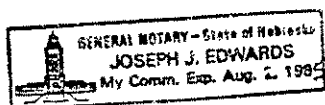
Dated this 10 day of FEB, 1984.

Steven M. Delanty
Steven M. Delanty

Barbara Delanty
Barbara Delanty

On this 10th day of July, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Steven M. Delanty and Barbara Delanty, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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



Notary Public

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C. HAROLD COTLER
REGISTERED
DOUGLAS COUNTY, NEBR.

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CLIFTON OWNERS' ASSOCIATION
923 S. 33RD ST.
OMAHA, NE 68105

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AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Clifton Place Townhomes

an addition to the City of Omaha, Douglas County,
Nebraska, as surveyed, platted and recorded

This Declaration made on the date hereinafter set forth by:

Clifton Place Owners' Association, Inc., a Nebraska
corporation with its principal place of business in
Douglas County, Nebraska.

WITNESSETH:

WHEREAS, NDR Partnership, a Nebraska general partnership, was
the original Declarant of covenants, conditions and restrictions,
and the successor in interest of the NDR Partnership is Clifton
Place Owners' Association, Inc., a Nebraska corporation; and

WHEREAS, the Townhome owners of Clifton Place Townhomes own
their respective lots and are collectively represented by Clifton
Place Owners' Association, Inc., a Nebraska corporation
(hereinafter referred to as Declarant); and

WHEREAS, the members of said Association own the following
described real property in Douglas County, Nebraska, to-wit:

Lots 1 through 6, inclusive, in Clifton Place Townhomes,
being a replat of Lot 14, except the west 17.00 feet
thereof, Clifton Place, a Subdivision of Lot 13,
Bartlett's, an Addition to the City of Omaha, Douglas
County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, such property consists of a single building and
surrounding property containing one (1) townhome on each lot with
one (1) or more common walls with the townhome located on adjacent
lot or lots and with one (1) garage unit attached to the townhome
unit located upon Lot 1; and

WHEREAS, Declarant desires and intends that all lots within
the subdivision be subject to conditions, restrictions, covenants
and other terms appropriate, convenient or necessary to preserve
and promote its private townhome residential character; and

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the subdivision be subject to conditions, restrictions, covenants
and other terms appropriate, convenient or necessary to preserve
and promote its private townhome residential character; and

WHEREAS, Declarant desires to provide and maintain easements for the use and benefit of owners of property within said subdivision; and

WHEREAS, Declarant as the successor in interest to NDR Partnership and in accordance with the original Declaration of Covenants, Conditions and Restrictions, has the right, power and responsibility to amend said original Declaration of Covenants, Conditions and Restrictions, which have been filed with the Register of Deeds, Douglas County, Nebraska, at Book 707, Page 547; and

WHEREAS, the Declarant, having amended said original Declaration of Covenants, Conditions and Restrictions in accordance with the Bylaws of the corporation and the Declaration of Covenants, Conditions and Restrictions, provides for the following Amendment of the Declaration of Covenants, Conditions and Restrictions for Clifton Place Townhomes as set forth herein:

NOW, THEREFORE, Declarant does hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property above described and shall be binding on all parties having any right, title or interest in the described property, any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2025, at which time said covenants shall be automatically extended for successive period of ten (10) years unless by written agreement of the then owners of 2/3 of the lots within the subdivision, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CLIFTON PLACE OWNERS' ASSOCIATION, INC., a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property subjected to this Declaration.

Section 4. "Townhome" shall mean the residential unit located

upon each of the six (6) lots in the Property.

Section 5. "Lot" (sometimes called "Townhome Lot") shall mean and refer to any plot of land designated by number and shown upon any recorded subdivision map or plat of the property upon which a Townhome currently exists.

Section 6. "Declarant" shall mean and refer to Clifton Place Owners' Association, Inc., its specifically designated successors and assigns.

ARTICLE II

EASEMENTS

Section 1. Plat Easements. All easements expressly set forth in the Plat of Clifton Place Townhomes filed on June 2, 1983, in the office of the Register of Deeds in Book 170 at Page 123 of the Deed Records are thereby incorporated herein, including but not limited to, the ingress and egress easement granted to Lot 3 upon and over that sidewalk area of Lot 2 as reflected therein and all utility easements therein set forth.

Section 2. Owner Easements. Each owner shall have a non-exclusive right and easement of enjoyment in and upon that portion of each Townhome Lot located between the easterly outside wall of the Townhome building to the retaining wall located upon the east boundary line of Clifton Place Townhomes and extending to Mason Street on the South of the property; provided that each owner shall be entitled to maintain a heat pump and/or air conditioning condenser upon his Lot in such area and, provided further that a trash receptacle or receptacles as from time to time approved by the Association shall be located within such area, as hereinafter set forth.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot and every contract purchaser of a Lot within the property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

(a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall

more than one (1) vote be case with respect to any Lot.

(b) "Declarant Members" shall be the Declarant, its specifically designated successors and its assigns, provided that said assignment, grant or conveyance to a successor or to an assignee shall denominate said assignee as a successor Declarant. The Declarant member of its successors shall be entitled to two (2) votes for each Lot owned until five (5) of the Lots within Clifton Place Townhomes have been sold. From that point on, the Declarant membership shall cease and the Declarant shall have one (1) vote per Lot in the same manner as "Resident Members."

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner and contract purchaser of a Townhome Lot within Clifton Place Townhomes, by acceptance of a deed therefor or by executing a contract to purchase, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

(a) Regular, annual assessments or charges; and

(b) Special assessments for insurance on the property, for lawn care and maintenance and for snow and ice removal. The regular and special assessments, together with interest, costs and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Townhome Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owners' successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety and other non-profit making interest; to maintain any and all retaining walls, lawn and walk areas, landscaping and trees as set forth in Article V. of this Declaration; to provide and maintain private and public pedestrian walkways as set forth in Article V. of this Declaration; to provide weed and other actual or potential nuisance abatement or control; to provide for exterior non-structural maintenance on the Townhomes located within Clifton Place Townhomes; to provide and maintain private and public sewers and utilities, conduits, connections, liens, maintenance and services to the extent that the same are exterior to any Townhome; and to undertake such other

activity appropriate, convenient, or necessary to promote or sustain any such interest.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail, an annual budget of the working fund for the then anticipated fiscal affairs and general operations of the Association for the coming year, and shall levy and collect monthly assessments from each Townhome Lot within the property, which assessment shall be sufficient to fund the budget for the coming fiscal year. The regular assessment shall be uniform in amount as to each Townhome Lot.

Section 4. Special Assessments for Insurance. In addition to the regular assessments authorized above, the Association shall levy special assessments on each Townhome Lot for the portion of the insurance premium due with respect to said Townhome Lot as hereinafter provided in Article IX hereof, which special assessments shall be paid each month along with the regular assessments with respect to said Townhome Lot.

Section 5. Special Assessment for Lawn Care and Snow Removal. Costs for lawn care shall be assessed on a pro rata basis, based on the Lot size and the amount of property under ownership or control of each Owner that is subject to the need for regular lawn care and maintenance. Prior to the execution of these Declarations and Covenants, the Association shall survey the Property and measure, or cause to have measured, the Lots and each area of the Property subject to each Owner's control, including areas belonging to the City for which individual Lot Owner's are responsible for and exercise control over, and using the measurements therein obtained shall determine the pro rata share attributable and assigned to each Lot. A list of the findings shall be generated and shall show the pro rata share attributed to each Lot and assigned to each Owner. The list, signed by at least four Owners, shall be binding on all the Owners and shall be attached to these Declarations and Covenants and marked as Exhibit "A". The assessment specified hereunder shall be collected on a monthly basis and shall be added to the regular assessment collected on the first day of the first month of the fiscal year. The assessment shall be determined by figuring the entire expense for lawn care and maintenance to the Association for the preceding fiscal year, determining each Owner's pro rata share of the expense and assessing each owner 1/12 of that Owner's share on a monthly basis.

Expenses for snow and ice removal shall be determined in a similar manner, except the share attributable to each Lot and assigned to each Owner shall be based on the amount of the Property under ownership or control of each Owner that is subject to the need for regular snow and ice removal. A list shall be generated as above and shall show the pro rata share attributed to each Lot and assigned to each Owner for snow and ice removal. The list,

signed by at least four Owners, shall be binding on all the Owners and shall be attached to these Declarations and Covenants and marked as Exhibit "G". The special assessment for snow and ice removal shall be specially assessed one time each year and shall be added to the monthly regular assessment due each year in October. The assessment shall be determined by figuring the entire expense for snow and ice removal to the Association for the preceding fiscal year, determining each Owner's pro rata share of the expense and assessing each other that pro rata share due and payable with the October assessment.

Section 6. Date of Commencement of Annual Assessment Due Dates. The regular annual assessments provided for herein shall commence on the first day of April, 1984. As provided in the Bylaws of the Association, the first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. Failure of the Association to timely fix or send notice of assessments shall not affect the right of the Association to later assess as collect the same. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Non-Payment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. Any such action, whether at law or by way of foreclosure, shall be brought within three (3) years after the last day of the year or period in which the delinquent assessment became due and payable. No owner may waive or otherwise escape liability for the assessments provided herein by abandoning or vacating his Townhome.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or deed of trust of record prior to the filing of any lien notice therefor filed by the Association. The sale or transfer of any Townhome Lot shall not affect the assessment lien. However, the sale or transfer of any Townhome Lot pursuant to mortgage foreclosure, sale under power of sale in a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Townhome Lot from liability for any assessments thereafter becoming

due or from the lien thereof, nor relieve the prior owner from personal liability for prior unpaid assessments.

Section 9. Recording. The Association, at its option, may record in the office of the Register of Deeds of Douglas County, Nebraska, a duly acknowledged statement or document setting forth the lien claimed for unpaid assessments. Failure to record the statement of lien or a similar document shall in no way affect the lien created herein.

ARTICLE V

MAINTENANCE ON TOWNHOMES

The Association shall provide exterior non-structural maintenance upon each Lot and Townhome which is subject to assessment for exterior maintenance hereunder, including but not limited to the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other improvements. Provided, the Association shall not be responsible for providing maintenance and repair of driveways, garages, or walks, nor shall the Association be responsible for the cost of maintaining, repairing or replacing trees, shrubs, or other items pertinent to landscaping, except that the Association shall provide lawn care under the prorated assessments scheme as herein earlier provided. The cost of repair, maintenance and replacement of the above mentioned items shall be at the expense of each individual owner having responsibility or control of the section of property on which the driveway, garage or walk, or the tree, shrub or other item pertinent to landscaping, is located. Nothing herein shall relieve any owner of the responsibility of maintaining or repairing driveways, garages or walks under the owner's control or responsibility in a timely manner or fashion and in strict compliance with the covenants and conditions herein stated. The Association, may at its option, after reasonable notice to the affected owner, repair or replace any item under that owner's responsibility that is being maintained in a damaged, deteriorating, hazardous, or otherwise unfit, unsafe or unsightly condition and charge the cost of maintenance, repair or replacement to that owner at that owner's expense, the cost of such maintenance or repairs shall be added to and become a part of the regular assessment to which such Lot is subject. Exterior maintenance, as herein provided, shall not include the painting, repair, replacement and care of windows, doors, decks, fences, structural elements of a townhome nor any exterior mechanical equipment such as air-conditioning condensers and related appliances. In the event that the need for maintenance or repair is caused through willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the regular assessment to which such Lot is subject. The Association, its employees and agents shall have a general easement over and upon any Lot and shall have the right to

go into or upon any Townhome within the subdivision for the purpose of performing the maintenance provided by this Article. The Association shall also have the right and easement to use any portion of that area described in Article II, Section 2, for the location of a trash receptacle or receptacles for the designated use of Declarant and other owners.

ARTICLE VI

ARCHITECTURAL CONTROL

No Townhome will be altered, built, constructed or otherwise maintained on any Townhome Lot within Clifton Place Townhomes without an express written approval executed by the Association or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its Bylaws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location with Townhome Lot boundary lines, quality of construction, size, and suitability for clustered townhome residential purposes of such Townhomes; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, wall or other structure or associated structures, and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any Townhome Lot without such approval by the Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered townhome residential purposes.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each dividing wall between separate Townhome dwellings upon the Townhome Lots, as part of the original construction of Townhomes upon the Property, shall constitute a party wall to be used by the adjoining owners as such, notwithstanding the fact that the wall, through error in platting, construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. In the event of the damage or destruction of a party wall from fire or other casualty, other than the negligence of either adjoining owner, the owns shall, at joint expense, repair or rebuild said party wall, and each owner, his successors and assigns, shall have the right to full use of said party wall so repaired or rebuilt.

If either owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction to the extent not covered by insurance proceeds. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other owner may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the Townhome Lot owned by the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost.

Section 3. Maintenance, Use and Alterations.

(a) The cost of maintaining the party wall shall be borne equally by the owners on either side of said party wall.

(b) Neither owner adjacent to said party wall shall have the right to add to or detract from the said party wall in any manner whatsoever, it being the intention that said party wall shall at all times remain in the same position as now existing.

(c) Each party to the party wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

(d) The expense of maintaining, repairing and replacing that portion of the roof which covers the party wall shall be shared proportionately by both adjoining owners.

Section 4. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners, successors in title.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Single Family. No Townhome Lot will be occupied or used for other than single family clustered residential purposes; and no Townhome Lot will be occupied or used for such residential purposes at a density greater than one single family clustered residence for each Townhome Lot.

Section 2. Awnings. No awnings or sun screened of any type shall be affixed to any Townhome upon the Property without the written consent of the Association.

Section 3. Driveways and Sidewalks. No driveway or sidewalk and no structural element of any Townhome or other exterior part thereof will be maintained on any Townhome Lot in damaged, deteriorated, hazardous or otherwise unfit, unsafe or unsightly condition.

Section 4. Noxious Activity. No noxious or offensive activity shall be carried on any Townhome Lot, nor shall any exterior burner, incinerator or other receptacle for garbage, trash or other refuse, except as designated by the Association, be maintained above ground level in any Townhome Lot; and no barn, shack, tent, trailer, camper, camper vehicle or other movable or temporary structure shall be maintained on any Townhome Lot other than for temporary use or uses appropriate, convenient or necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses related to and connected with approved or permitted construction.

Section 5. Grass and Weeds. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectional shrubs or trees will be maintained on any Townhome Lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

Section 6. Recreational Equipment. No basketball hoop, slide, swing or other play or recreational equipment will be installed or maintained on any Townhome Lot, other than in a location out of public view, without an express written approval executed by the Association in the manner set out in its Articles of Incorporation or its Bylaws, as from time to time amended; and no garden implements, lawn mower or other maintenance equipment not in actual use will be kept or otherwise maintained on any Townhome Lot, other than in a location out of public view.

Section 7. Signs. No advertising sign or other poster, except any sign or signs belonging to the declarant as owner of a Townhome Lot, will be maintained on any Townhome Lot, other than a sign of an area not more than four (4) square feet advertising such Townhome Lot or Townhome for sale.

Section 8. Storage. No excess or incite building material or materials will be kept, stored or otherwise maintained on any Townhome Lot, in a location within public view, other than for use or uses connected with and related to approved or permitted construction; no junk, unseat, waste material or other refuse will be abandoned, stored or otherwise maintained or kept on any Townhome Lot; and not automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any Townhome Lot, other than in an enclosed structure.

Section 9. Animals. No birds, livestock, poultry or animals other than domesticated non-commercial pets in not more than reasonable quantities will be bred, kept or otherwise maintained on any Townhome Lot and not will be tethered or allowed to run loose outside any Townhome.

Section 10. Commercial Enterprise. No commercial enterprise or gainful public business, occupation or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted or otherwise permitted to commence or continue on any Townhome Lot.

Section 11. Fences and Other Enclosures. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any Townhome Lot except those that may be authorized by the Association. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed areas. Automobiles shall be parked only in designated parking areas.

Section 12. Outbuildings. No outbuildings or other attached structure appurtenant to a Townhome may be erected on any of the Townhome Lots without written consent of the Association.

ARTICLE IX

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the property including the structures but excluding the furnishings of individual Townhomes shall be purchased by and in the name of the Association for the benefit of the Association and the owners of each Townhome Lot as their interest may appear. Provision shall be made for the issuance of certificates of insurance to holders of mortgages, as loss payees, upon individual Lots.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any Lot, insurance upon the personal property, furnishings and improvements located on the premises by said owner as well as coverage for personal liability and such other risks as are ordinarily protected and covered under homeowners' insurance policies. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Section 3. Special Assessment. The cost of insurance premiums shall be considered in the nature of a special assessment, as hereinbefore provided, and the Association shall annually, in advance, specially assess against each Lot the premium attributable to coverage procured on said Lot under Sections 1 and 2 of this Article by the Association.

Section 4. Additional Insurance. Each owner of a Townhome may obtain additional insurance at his own expense, provided, however, that the additional insurance does not in any way impair, limit or restrict the effectiveness of the basis coverage carried by the Association.

ARTICLE X

ACCESS

Section 1. Rights of the Association. The Association shall have the right of access to each Townhome dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all exterior pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the duties of the owner of the Townhome Lots under this Declaration.

Section 2. Access by Utility Companies. Each of Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District and their respect successors and assigns is granted an easement, together with rights of ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing or repairing their respective telephone, gas, water electric, public sewer, private sewer, or other utility conduits, lines or other facilities in, over, under, and upon such strip or strips of any Townhome Lot which may be necessary or required to carry out the purposes set forth above, provided, however, that the easement shall not interfere with any structural element of any Townhome and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better. Such easements are more particularly described in the Plat to the Property.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive, partly or wholly the application to any Townhome Lot of any covenant or easement granted to it; and the Association will have the right in the manner set out in its Articles of Incorporation and Bylaws, as from time to time amended, at any time or from time to time, to extend, modify or terminate all or any

part or parts of this Declaration other than easements granted to other grantees.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska, this 23RD day of MARCH, 199X3.

CLIFTON PLACE OWNERS' ASSOCIATION

BY: Michael S. McCallan
President

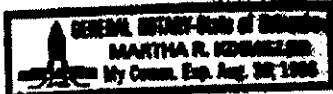
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) .ss

On this 23rd day of March, 1992, before me, the undersigned, a Notary Public in and for said County, personally came Michael S. McCallan, President of Clifton Place Owners' Association, Inc., a Nebraska corporation, to me personally known to be the ~~General Partner~~ and identical person whose name is affixed to the above Amendment of Declaration of Covenants, Conditions and Restrictions, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said ~~partnership~~.

(CORROBORATION)

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

Martha R. Kippmiller
Notary Public



BOOK 1065 PAGE 540

CLIFTON PLACE OWNER'S ASSOCIATION, INC.
 LIST FOR DETERMINING PRO RATA SHARE OF EACH LOT OWNER:
 SPECIAL ASSESSMENT FOR LAWN CARE

	Square footage under owner's control	Percentage of total
LOT 1:	149.71 sq. ft.	6.79%
LOT 2:	167.76 sq. ft.	7.61%
LOT 3:	283.8 sq. ft.	12.87%
LOT 4:	197.89 sq. ft.	8.98%
LOT 5:	185.56 sq. ft.	8.42%
LOT 6:	1,219.73 sq. ft.	55.33%
TOTALS	2,204.45 sq. ft.	100.00%

SIGNATURES OF LOT OWNERS:

Name	Signature(s)	Lot #	Date
M. SPIDET BARGER-LUX	[Signature]	3	11/1/92
Nancy W Huston	[Signature]	6	11/9/92
Michael J. (M. J.) [Signature]	[Signature]	5	11/24/92
Linda Hatfield	Linda Hatfield	#1	1-6-93
Michael + Pat [Signature]	[Signature]	#2	3-8-93

EXHIBIT "A"

CLIFTON PLACE OWNER'S ASSOCIATION, INC.
LIST FOR DETERMINING PRO RATA SHARE OF EACH LOT OWNER:
SPECIAL ASSESSMENT FOR SNOW REMOVAL

	Square footage under owner's control	Percentage of total
LOT 1:	338.61 sq. ft.	25.14%
LOT 2:	123.6 sq. ft.	9.18%
LOT 3:	123.6 sq. ft.	9.18%
LOT 4:	121 sq. ft.	8.98%
LOT 5:	122 sq. ft.	9.06%
LOT 6:	518.07 sq. ft.	38.46%
TOTALS	1,346.88 sq. ft.	100.00%

SIGNATURES OF LOT OWNERS:

Name	Signature(s)	Lot #	Date
MARJANET BAKER-LUX	<i>M. Janet Baker-Lux</i>	3	10/31/92
Nancy W Huston	<i>Nancy W Huston</i>	6	11/9/92
<i>[illegible]</i>	<i>[illegible]</i>	#5	11/24/92
Linda Hatfield	<i>Linda Hatfield</i>	#1	1-6-93
<i>[illegible]</i>	<i>[illegible]</i>	#2	3-21-93

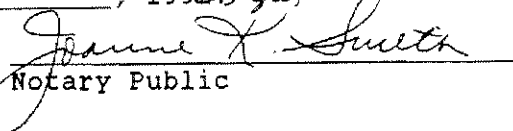
EXHIBIT "B"

The undersigned, being the owner (and spouse) of Lot 1, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

Dated this 19th day of March, 1993. *SH*

Linda Hatfield

Subscribed and sworn to before me by Junda Hatfield
on this 19th day of March, 1992.3 pm



Subscribed and sworn to before me by _____
on this _____ day of _____, 1992.

Notary Public

CONSENT

The undersigned, being the owner (and spouse) of Lot 2, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

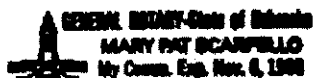
Dated this 10 day of November, 1992.

Martin Scarpello

Patricia J. Scarpello

STATE OF NEBRASKA)
).SS
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by _____
on this 10 day of November, 1992.



Mary Pat Scarpello
Notary Public

STATE OF NEBRASKA)
).SS
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by _____
on this 10 day of November, 1992.



Mary Pat Scarpello
Notary Public

The undersigned, being the owner (and spouse) of Lot 3, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

Mary Janet Barger-Lux

Subscribed and sworn to before me by Mary Janet Burger-Lyn
on this 2 day of November, 1992.

GENERAL NOTARY-STATE of Nebraska
JANET L. BURKLEY
 My Comm. Exp. Febr. 23, 1996

Subscribed and sworn to before me by _____
on this _____ day of _____, 1992.

Notary Public

The undersigned, being the owner (and ^{born}~~spouse~~) of Lot 4, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

Amel El Murr

Subscribed and sworn to before me by Arnold H. Menchaca
on this 16th day of November, 1992.

Subscribed and sworn to before me by _____
on this ____ day of _____, 1992.

Notary Public

The undersigned, being the owner (and spouse) of Lot 5, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

Dated this 24th day of NOVEMBER, 1992.

Michael D. McCLELLAN
Michael D. McCLELLAN

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) .ss

Subscribed and sworn to before me by Michael D. McClellan
on this 24th day of November, 1992.



Martha R. Kippeller
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by CAROL A. McCLERNAN
on this 24th day of NOVEMBER, 1992.

Martha R. Kysmiller
Notary Public



The undersigned, being the owner (and spouse) of Lot 6, Clifton Place Townhomes, an addition to the City of Omaha, Douglas County, Nebraska, hereby consents to the filing of the attached Amendment of Declaration of Covenants, Conditions and Restrictions relative to Clifton Place Townhomes, and hereby subjects their ownership interest to the same; provided that we hereby approve any modifications thereto required to obtain FHA and/or VA approval.

Dated this 11th day of December, 1992.

My Father

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by Nar
on this 11th day of December, 1992.



Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by _____
on this _____ day of _____, 1992.

NOTICE: THIS INSTRUMENT HAS BEEN RECORDED BUT ERROR HAS
BEEN FOUND INASMUCH AS: NOTARIAL SEAL OR CORPORATE SEALS
CANNOT BE AFFIXED OVER PRINTED MATTER. NOTARIAL SEALS ARE
TOO LIGHT OR BLURRED AND WILL NOT COPY. COMMISSION EXPIRES
MUST BE TYPED OUT. REGISTER OF DEEDS

Notary Public

7810 H 1065 88-205 19-06765
 MSC PG 527-547 COMP 10 SCAN 31
 108.00 OF MAC ENCL PG 527

RECEIVED
APR 7 3 19 PM '93
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE