
Return to: Steven D. Johnson, 1864 South 155th Circle, Omaha, Nebraska 68144

**DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
TREGARON WOODS**

THIS Declaration of Covenants, Conditions and Restrictions Tregaron Woods (the "Declaration") is made on the date hereinafter set forth by Tregaron Woods, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

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

Lots 11 through 13, inclusive, Tregaron Woods, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lots 1, 3 through 5, inclusive, 7 through 9, inclusive, 15 and 16, Tregaron Woods Replat 1, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and,

Lot 1 Replat 2 Tregaron Woods, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Whereas John R. and Mary A. Thompson, husband and wife, (the "Thompsons") are the owners of the following described real property:

Lots 2 and 6 Tregaron Woods Replat 1, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, each of the above described lots is hereinafter referred to individually as a "Lot" and collectively as the "Lots," and all of the Lots together with the dedicated streets in the Tregaron Woods Subdivision are sometimes hereinafter referred to collectively as "Tregaron Woods."

WHEREAS, the Declarant will convey all of its Lots, subject to the protective covenants, conditions, restrictions, reservations, liens, and charges as are hereinafter set forth;

WHEREAS, the Thompsons are joining in this Declaration for the purpose of subjecting their Lots to all of the protective covenants, conditions, restriction, reservations, liens, and charges as are hereinafter set forth;

WHEREAS, The general purposes of this Declaration are to help ensure that Tregaron Woods will become and remain an attractive residential community; to preserve and maintain the natural beauty of the Lots; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Lots, all as specifically provided for herein.

NOW, THEREFORE, it is hereby declared and agreed that all of the Lots described above shall be held, developed, sold, and conveyed subject to this Declaration. This Declaration and the covenants, conditions, easements and restrictions contained herein, shall run with the Lots, and shall be binding upon all parties having or acquiring any right, title or interest in the Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

1.01 Association. "Association" shall mean and refer to Tregaron Woods Homeowners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

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

1.03 Properties. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of the Lots, as defined on the first page of this Declaration.

1.04 Lot. "Lot" shall have the meaning given on the first page of this Declaration.

1.05 Declarant. "Declarant" shall mean and refer to Tregaron Woods, L.L.C., a Nebraska limited liability company, and its successors and assigns.

1.06 Committee. "Committee" shall mean the Architectural Control Committee described more particularly in Article III, below.

1.07 Common Properties. "Common Properties" shall mean the island in the Spencer Circle cul-de-sac.

1.08 Public Improvements. "Public Improvements" shall mean the streets, curbs, sanitary septic tank system, storm drainage ways or storm sewers, water collection ponds, fences relating to public improvements and other structures or improvements to Common Properties.

ARTICLE II
STATEMENT OF PURPOSE

2.01 Overall Covenants. This Declaration sets for the covenants, conditions, easements and restrictions which are general in nature and which apply to all the Lots, except as otherwise expressly provided for herein.

2.02 Owner's Acknowledgments. All Owners are subject to this Declaration and are given notice that (i) their ability to use their privately owned property is limited thereby; (ii) the Declarant may add, delete, modify, create exceptions to, or amend the Declaration as provided for herein. Each Owner, by acceptance of a deed for a Lot, acknowledges and agrees for himself or herself, and for his or her heirs, representatives, successors and assigns, that the use, enjoyment and marketability of his or her Lot can be affected by the Declaration and future development within the Subdivision.

2.03 Improvements Requiring Approval. No dwelling, fence, wall, garage, driveway, patio, patio enclosure, deck, rock garden, television or radio antenna, satellite dish, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, landscaping or tree removal be commenced without express written prior approval of the Committee.

ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

3.01 Architectural Control Committee. There shall be an Architectural Control Committee (the "Committee"), which shall have the rights and obligations set forth in this Declaration, and any powers necessary to exercise those rights.

3.02 (a) Initial Committee. The Committee shall consist of no fewer than two (2) and no more than five (5) persons designated by Declarant, one of whom shall be an officer or employee of Declarant (the "Declarant Member") and the remainder of whom may be persons with expertise in architecture, construction, landscape architecture, land development, or design. All members of the Committee shall serve at the Declarant's pleasure (until such time as Declarant no longer owns any interest in any lands within Tregaron Woods. A majority of the Committee (including the Declarant Member) may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the committee.

(b) Future Committee. Notwithstanding Section 3.01 (a), at such time as Declarant no longer owns any lands within Tregaron Woods, the Declarant and Committee members who are appointees of Declarant shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Declarant, if still a member of the Committee, and if not, the directors of the Association, shall, within thirty (30) days thereafter, appoint a new

member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.03. For the purpose of this Article, each Dwelling shall constitute a unit having a single vote.

3.03 Necessity of Committee Approval. An Owner desiring to construct a dwelling or to make or build any improvements upon or under any Lot or to make any alterations to any of the foregoing, shall submit to the Committee, in advance, for its written approval, the following items:

(a) Plans. Construction plans and specifications for all improvements including but not limited to all plans for buildings, landscaping, fences, walls, or other structures or improvements to be constructed on any Lot, along with all site plans, and a plot plan showing the location of all contemplated improvements and elevation at top of foundation walls. All such plans shall be complete and professionally prepared (or shall be equivalent to professionally prepared plans in the Committee's reasonably exercised discretion). From time to time the Committee may designate an architect or other professional to assist the Committee in the review of the plans. Unless otherwise directed by the Committee, the items submitted to the Committee shall include:

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

(ii) Proposed facades of any building, including the style, color and location of eaves and windows;

(iii) Description of materials to be used in any building or improvement including exterior finishes and roofing type;

(iv) A detailed site plan showing the building footprint, driveway, sidewalks, decks, patios and walls;

(v) The color scheme of all exterior improvements;

(vi) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of, shrubs, fences, berms, walls, patios, decks, gardens, proposed trees, bedding plants, and other landscape materials; and,

(vii) Such other materials as the Committee may deem necessary or desirable.

(b) Alterations. All proposed alterations in the exterior appearance of any buildings or other improvements erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the

construction of patios, decks, exterior lighting, flag poles and any other improvements on Lots, must be approved prior to construction, in writing by the Committee.

(c) Landscape and Grading Plans. Landscape, grading and site plans for the Lot identifying existing and proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Section 4.30.

(d) Committee Review Sheet. If requested by the Committee, a completed architectural review sheet on a form to be provided by the Committee.

(e) Address. The Owner shall set forth the address for mailing the determination of the Committee in the submission.

(f) Submittal. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvements may be required of the applicant at the discretion of the Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee.

A submission shall not be complete, and the thirty (30) day approval time set forth in Section 3.03 shall not commence, until all required items have been submitted.

3.03 Committee Approval. Unless otherwise directed by the Committee, all structures shall be designed by a registered architect, a professional engineer experienced in home design, or individual/company specializing in home design. All submissions shall be made to Declarant at its principal place of business (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate. The Committee shall approve or disapprove a submission within thirty (30) days of its receipt. Failure of the Committee to approve or reject a submission shall not be considered a default approval and a submission shall be deemed denied if not approved within the above 30 day period.

The Committee may approve, disapprove or approve subject to stated conditions. If the Committee grants a conditional approval, then the applicant shall be entitled to resubmit such plans for final approval after satisfying such conditions.

If the submittal is not rejected, then the Owner shall construct the improvements materially in accordance with the submittal. If a submission is approved, any changes to the approved submission must be resubmitted to, and approved by, the Committee.

Action of the Committee shall be by majority vote of the Committee members. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with written consent of a least two of its members (including the Declarant Member), may take action without a meeting. The Committee's decision shall be in writing, signed by one or more Committee members.

3.04 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representatives of the Committee:

- (a) are not in conformity with the requirements of this Declaration;
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located or to be located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the purposes of this Declaration.

3.05 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.03 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefore.

3.06 Approval of Contractors. For each building constructed or placed on any Lot subject to this declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.07 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss, cost, expense or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Lots.

3.08 Factors Considered by Committee. The Committee shall consider general appearance, exterior color or colors, character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a basis for approval. The Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

3.09 Waivers and Substitutions. The Committee shall have the authority to waive or make substitutions, for provisions in this Declaration if (1) hardship will result by strictly applying the Declaration and (2) the waiver or substituted requirement will not materially change the objectives of this Declaration. Said (1) and (2) shall be determined in the sole and absolute discretion of the Committee.

ARTIVLE IV **ARCHITECTURAL RESTRICTIONS**

4.01 Only For Residential Purposes. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) detached, single family unit. Only ranch, one and one-half (1-1/2) story residential units will be allowed in the project, except such other houses as are approved by the Committee.

4.02 Minimum Square Feet. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the requirements of this Declaration and the following size requirements:

(a) One-Story. A one-story house with attached garage (“Ranch”) shall contain a minimum of 1,800 square feet of finished area on the on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(b) One And One-Half Story. One and one-half story houses shall contain a minimum of 2,300 square feet of total finished area above the basement level, exclusive of garage area. The garage must be approximately at the same level as the main floor.

4.03 Definitions. (a) For the purposes of this Declaration, one and one-half story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eve of the structure on the same side(s).

(b) Notwithstanding anything herein to the contrary, the Committee shall have the right to define the terms “one story” and “one and one-half story.”

(c) Any house of unusual design not included in the categories herein listed will be considered on an individual basis.

(d) Finished area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. Stair openings shall be included in determining finished floor area.

4.04 Maximum Height. The maximum height of the dwelling shall be one and one-half (1 1/2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

4.05 Garages. All residences shall be constructed with an attached, enclosed, back facing, side facing or front facing, side-by-side or tandem garage, which must be capable of accommodating at least two (2) standard size automobiles. Detached garages will be allowed only upon the prior written approval of the Committee, which may be granted or withheld in its sole and absolute discretion.

4.06 Setbacks. All buildings shall be located not less than twenty (20) feet and not more than thirty five (35) feet from the front Lot line, not less than twenty (20) feet from the rear property line and not less than seven (7) feet from the side lot lines.

4.07 (a) Exterior Surfacing. Exterior surfaces of each dwelling are to be clay-fired brick, natural stone, cultured or manufactured stone, or siding, provided, all siding used on the dwelling shall be HardiPlank cement type siding or such other equivalent or better siding as shall be approved by the Committee, which approval may be granted or withheld in its sole and uncontrolled discretion. Wood and vinyl siding shall not be permitted.

(b) Exposed Foundation. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick, natural stone, cultured or manufactured stone, even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick, natural stone, cultured or manufactured stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, natural stone, cultured or manufactured stone, siding or, notwithstanding Section 4.07(a) may be painted (in keeping with the remainder of the house).

4.08 Fireplaces and Furnace Flues. In the event that a fireplace is constructed as a part of a dwelling on any Lot and the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front, back or side of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished on the exterior surface with, clay-fired brick or stone or other material approved by Committee.

4.09 Fences. Fences may be built only along: (i) the southerly lot line of Lot 15; (ii) the easterly lot lines of Lots 14 and 15; the westerly lot lines of Lots 14 and 15 which are coextensive with lots in the Tregaron Subdivision; (iii) the westerly lot lines of Lots 1, 3, 5, and 6 which are coextensive with lots in the Tregaron Subdivision; (iv) the northerly lot line of Lot 2 which is coextensive with lots in the Tregaron Subdivision; (v) the northeasterly lots lines of Lots 6, 7, 8 and 9, which are coextensive with lots in the Tregaron Subdivision. Fences shall be constructed only of decorative iron, brick, stone or chain link (which is coated with a permanent black coating of vinyl or other similar permanent coating approved by the Committee) and are subject to the approval of the Committee. Except as specifically provided in the preceding sentence, wire or chain-link fences are not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

4.10 Prohibited Structures. No structure of a temporary character, trailer, mobile home, modular home, tent, shack, shed, barn or other out building shall be erected on a Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said lots and no pre-cut dwelling shall be assembled on any of said lots, unless approved in writing by Committee, which approval may be granted or withheld in the sole and uncontrolled discretion of the Committee. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

4.11 Roofs. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof of asphalt "Heritage 30" singles or such other equivalent or better covering as shall be approved by the Committee, which approval may be granted or withheld in its sole and uncontrolled discretion. Wood shingles shall not be permitted.

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

4.13 Drainage Ways. No obstructions, such as trees, dams, fences or improvements of any kind shall be placed, maintained or allowed to exist in any area of any Lot that contains a drainage way. Nor shall any Lot be graded, in such a manner as to interfere with such water drainage ways.

4.14 Restrictions on Pets. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the boundaries of the Lot. No more than three permitted animals may be kept on any Lot. All animals shall be housed in the house or garage or an approved dog house. No free standing kennels shall be allowed, except as approved by the Committee. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot. Rottweilers and Pit Bulls are specifically prohibited on any Lot.

4.15 General Appearance Restrictions. No incinerator, trash burner or fuel tank shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision, except for pick-up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Detached accessory buildings, storage sheds and out-buildings are not permitted on any Lot.

4.16 Vehicle Restrictions. No automobile, boat, camping trailer, van-type campers, auto-driven trailer of any kind, other trailers, mobile home, aircraft, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of an enclosed garage (all of the foregoing are collectively referred to herein as "Vehicles"). For purposes of the preceding provision, "stored or maintained outside of an enclosed garage" shall mean, parking the Vehicle on the driveway, or any other part of the Lot, outside of the garage or on the street, for more than thirty (30) or more days in a calendar year. All repair or maintenance work on Vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any Vehicle. Vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition. No grading or excavating equipment, tractors or semi tractors/trucks or semitrailers shall be stored, parked kept or maintained on any Lots or streets in Tregaron Woods. However, the restrictions in the preceding sentence shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

4.17 Lots Free of Rubbish and Mowing. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where improvements have not been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not been constructed shall be allowed to reach more than a maximum height of eighteen (18) inches. No shrubs or trees may 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. The Association shall have a right and easement to enter onto vacant Lots not complying with the above.

The Association shall have the right to clear/or mow Lots in violation of this Section 4.17 and to impose a lien on such Lots under provisions in Article V hereof.

4.18 No Field Crops On Lots. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

4.19 Restrictions On Use Of Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, no business enterprise shall be permitted to take place within any of the residential dwellings on the Lots.

4.20 Dwelling Completion. Construction of any dwelling and related improvements must be completed within one (1) year after the date of commencement of excavation or construction of the improvement.

4.21 Gardens. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot and the location, design and plantings are approved by the Committee.

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

4.23 All Lines Must Be Underground. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

4.24 Driveways. All driveways shall be constructed of concrete or asphalt and shall be continuously kept and maintained in a neat and trim appearance.

4.25 Lawns Sodded And Trees. The front, side and rear yards of all Lots shall be sodded, hydro-seeded or drill-seeded with grasses approved by the Committee. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded or hydro-seeded or drill-seeded with grasses within one (1) year from the date that construction for the residence on the Lot was initiated.

4.26 Antennas, Solar Panels, Windmills. No television antenna, no antenna of any kind or nature, no satellite dish, no solar collecting panels or equipment, and no wind generating power equipment shall be allowed on any Lot, provided however, one (1) satellite dish antenna not exceeding twenty four inches (24") in width at its widest point is permitted on the rear of the dwelling.

4.27 Signs. No advertising signs or billboards shall be placed, constructed, erected or maintained on any Lot except one sign per Lot advertising the Lot as "For Sale" or "Sold" or identifying the builder of a dwelling on such Lot, which sign shall not exceed a total of six (6) square feet of surface area; nor shall business activities of any kind whatsoever be conducted on any Lot. Provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction on and sale of the Lots.

4.28 Exterior lighting. Exterior lighting installed on the front, side or rear of any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots.

4.29 Air conditioning Units. All exterior air conditioning condenser units, heat pump unit, or heat exchange units shall be placed in the rear yard or a side yard so as not to be visible from public view.

4.30 Preservation of Trees. It is an extremely important purpose of these covenants to maintain the natural setting of Tregaron Woods, and in particular to maintain and preserve existing trees. To that end, all Lot owners shall take all steps reasonably necessary to maintain, preserve and protect from damage, the existing trees on their respective Lots, with certain allowances being made to accommodate development of the Lots with residential dwellings. No tree shall be removed, damaged or destroyed on a Lot (during construction of the residential structure or thereafter) outside the development envelope approved by the Committee which is the area where the Owner is permitted to construct the improvements, without the express written consent of the Committee, which consent may be granted or withheld in the reasonable

discretion of the Committee, considering the purposes set forth in this section and the other purposes expressed elsewhere in this Declaration.

4.31 Subdivision of Lots. Subdivision of Lots is not permitted without the written consent of the Committee.

4.32 Compliance with Laws. Each Lot owner shall comply with all governmental laws and regulations of all lawfully constituted authorities in the use and ownership of such Lot.

4.33 Nuisance. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots, including but not limited to riding motorized devices (other than riding lawn mowers) such as, but not limited to atvs, motorcycles and mini-bikes other than on paved streets and driveways.

4.34 Appearance of Lots. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the Lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the Lot that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupant of the neighborhood or surrounding Lots.

4.35 Swimming Pools. No in-ground or above-ground swimming pool or wading pool shall be placed, constructed, erected or maintained on any Lot.

ARTICLE V
TREGARON WOODS HOMEOWNERS ASSOCIATION, INC.

5.01 Membership. Declarant and every Owner shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot(s) shall be the sole qualification for membership. The foregoing is not intended to include persons or entities that hold-any interest-merely as security the performance of an obligation.

5.02 Voting Rights. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot or such portion of a 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 one (1) Lot.

5.03 Covenants For Maintenance Assessments.

(a) Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned, subject to Section 5.03(c), and each owner of any Lot, except those exempt under Section 5.03(c), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (a) annual assessments or charges,

(b) weed mowing and/or lot clearing assessments, and (c) special assessments for capital improvements (other than assessment for initial public improvements which shall be paid for by the Declarant), all such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

(b) Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes; (a) to maintain, repair, and operate the Common Properties, including but not limited to, the improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the Association in Section 4.17; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Properties, including personal property used in connection therewith; (d) to pay the costs and expenses of enforcing the provisions of this Declaration, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and (e) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of its members.

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

(d) Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Section 4.17, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the expense of mowing and/or clearing.

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

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

(i) When Assessments Start. Beginning on the date of recording of this Declaration, all Lots shall be subject to the assessments contained herein.

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

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

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

(h) Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed-of-trust. Sale or transfer of any lot shall not affect the assessment lien.

(i) Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein.

ARTICLE VI

GENERAL PROVISIONS

6.01 Who May Enforce Covenants. The Declarant, its assigns, any owner of a Lot named herein, and the Association shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. In addition, the Association shall have the right to file law suits to collect assessments by foreclosing any liens on lots or proceeding against the owner of the lot or against a former Owner who owned the Lot at the time the lien against the lot was established. Failure by the Declarant or by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 Term of Covenants. This Declaration, and the covenants, conditions easements and restrictions contained herein shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded and shall automatically renew for successive twenty (20) year periods thereafter, unless prior to the expiration of the immediately preceding twenty (20) year period, the Owners of not less than 70% of the Lots record a termination of this Declaration.

6.03 Amendment. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots covered by this Declaration.

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

6.05 Interpret Liberally Re: Association. The Association will have a major role in causing Tregaron Woods to be a desirable place to live. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.

[remainder of page left intentionally blank]

