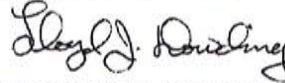


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REGISTER OF DEEDS



When Recorded, Return To:

Jon E. Blumenthal
c/o Baird Holm LLP
1500 Woodmen Tower
Omaha, Nebraska 68102

**FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
MILLARD PARK TOWNHOMES II, INC., SARPY COUNTY, NEBRASKA**

This First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (this "Declaration") is made and entered into effective as of this 4 day of August, 2015, by and between the undersigned owners (collectively, the "Owners") of certain parcels of real property located in Millard Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska and legally described in Exhibit "A", attached hereto and incorporated herein (each, a "Lot"), and the Millard Park Townhomes II, Inc., a Nebraska nonprofit corporation (the "Association").

WHEREAS, Millard Park Limited Partnership, a Nebraska limited partnership, entered into that certain Declaration of Covenants, Conditions, and Restrictions for Millard Park dated March 25, 1998, recorded March 31, 1998 in the Office of the Register of Deeds of Sarpy County, Nebraska as instrument number 98-007740 ("Millard Park Declaration") regarding certain real property legally described in Exhibit A and identified as the "Initial Lots";

WHEREAS, Dave Paik Builders, Inc., a Nebraska corporation, entered into that certain Declaration of Covenants, Conditions and Restrictions dated October 16, 1998, recorded October 19, 1998 in the Office of the Register of Deeds of Sarpy County, Nebraska as instrument number 98-29337 ("Paik Declaration") for the Initial Lots; as amended by pursuant to that certain First Amendment to The Declaration of Covenants, Conditions, and Restrictions dated September 2002, recorded September 25, 2002 in the office of the Register of Deeds of Sarpy County, Nebraska as instrument number 2002-37609 ("First Amendment") regarding certain real property legally described in Exhibit A and identified as the "First Additional Lots"; and as further amended by the Owners and the Association pursuant to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated October 2008, recorded October 9, 2008 in the office of the Register of Deeds of Sarpy County, Nebraska as instrument number 2008-28213 ("Second Amendment") regarding certain real property legally

described in Exhibit A and identified as the "Supplemental Initial Lots" and the "Second Additional Lots";

WHEREAS, the Initial Lots, Supplemental Initial Lots, First Additional Lots, and Second Additional Lots are collectively referred to herein as the "Subdivision";

WHEREAS, such Millard Park Declaration and Paik Declaration, as amended by the First Amendment and Second Amendment, are hereinafter collectively referred to as the "Initial Covenants", and

WHEREAS, the Initial Covenants imposed certain restrictions and conditions upon the development and use of the Subdivision, and

WHEREAS, the Owners wish to collectively amend and restate and replace the terms and conditions of the Initial Covenants, in their entirety, as permitted therein, and

WHEREAS, on or about September 23, 1998 the Association was formed as a non-profit corporation in the State of Nebraska, for the purposes of, without limitation, maintaining the character, integrity and value of the Subdivision, according to the bylaws of the Association, in accordance with and pursuant to the terms and conditions of the Initial Covenants, and

WHEREAS, Declarant's power to amend the Initial Covenants has vested in the Owners, pursuant to the terms and conditions of the Initial Covenants.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, which represents not less than seventy-five percent (75%) the Owners of the Subdivision and not less than ninety percent (90%) of the Owners of the Initial Lots, hereby amend and restate and replace the Initial Covenants, in their entirety, as follows:

ARTICLE I RESTRICTIONS AND COVENANTS

1. The detached residence, townhome, or villa located on each Lot shall be used exclusively for Owner occupied, single-family residential purposes, as defined under the City of Omaha Municipal Code. The Owner of record of the Lot shall occupy the Lot and, under no circumstances, shall any Owner rent or lease the Lot, or any portion thereof.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving stations ("discs") (except as permitted in section 9, below), flag pole, solar heating or cooling device, tool shed, storage shed, potting shed, wind mill, clotheslines or laundry lines, swing or playset or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation on a Lot be commenced, except for Improvements which have been approved by the Association as follows:

a. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans, fencing plans and plot plans to the Association

(herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Association of the Owner's mailing address.

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

c. A Notice of Approval of the proposed improvement by the Association's Board of Directors or its appointed committee must be received by the Owner before commencement of the project. If the Owner does not receive a Notice of Approval nor a Notice of Denial within forty five (45) days after the date of submission of the plans then the Owner can consider them approved.

d. No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to any action by the Association or its appointed committee, or to control, direct or influence the acts of the Association with respect to any proposed Improvement.

e. No responsibility, liability or obligation shall be assumed by or imposed upon the Association or its appointed committee by virtue of the authority granted to the Association in this section, or as a result of any act or failure to act by the Association or its appointed committee with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling or the one-half of a single family townhome or villa dwelling, as such exists on the date of recording of this Declaration. Each one story dwelling unit shall contain no less than 1,100 square feet of Living Area (defined below). Each one and one-half story dwelling unit shall contain no less than 1,500 square feet of Living Area with a minimum of 800 square feet of Living Area on the main floor. "Living Area", as used herein, shall mean finished habitable space, measured to the exterior of the enclosed walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. All dwelling units shall have attached enclosed side-by-side two (2) car garages, minimum, which must contain not less than 400 square feet and shall be approximately the same level as the main floor of the dwelling. The maximum height of any dwelling shall be two (2) stories. For purposes of these height restrictions, two-story height shall, when the basement is exposed above the finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The basement shall not be 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. The front and side yards of all Lots shall be sodded and one (1) tree, not less than two (2) caliper inches in diameter, shall be

planted in the front yard of each residence. No trees shall be planted in the dedicated right-of-way located between the pavement and the lot line.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with clay-fire brick or stone or other approved material, even if the exposed foundations may be perpendicular, or nearly so, to the affronting street. All exposed side and rear concrete or concrete block foundation walls not facing a street must be constructed of or faced with clay-fire brick or stone or must be painted. All driveways must be constructed of concrete. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

5. Fireplace chimneys shall be covered with clay-fire brick or stone or other material approved by the Association. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

6. No flat or mansard roof shall be permitted on any dwelling. The roof of all Improvements shall be covered with materials approved at the discretion of the Association, in compliance with the Association's roofing material approval guidelines.

7. Exterior painting of all Improvements shall be limited to existing earth tone colors, unless otherwise approved by the Association.

8. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except: (a) one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; (b) political signs posted in compliance with any laws and regulations of Sarpy County, the City of Omaha, or any other governing entity; or (c) signs posted to promote activities or meetings of the Association, as deemed necessary and reasonable by the Association; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no commercial or business activities of any kind whatsoever shall be conducted on any Lot except such as shall not involve pedestrian or vehicular traffic to and from individual Units by employees, co-workers, customers, clients or patients.

9. Exterior satellite dishes, television antennas, radio antennas, and other sorts of antennas shall be permitted on any Lot provided the same is completely screened from view from the affronting street in a manner satisfactory to the Association's Board of Directors.

10. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

11. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot

(other than in an enclosed structure) for more than four (4) consecutive days or fifteen (15) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 11 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

12. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garage door shall be permitted to remain open except when entry and exit from the garage is required. No garbage, refuse, rubbish or cutting shall be stored or deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. No dumpster shall remain on any lot for more than thirty (30) consecutive days without the prior consent of the Board, in the Board's sole discretion.

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

14. No fence shall be permitted to extend beyond the rear wall of the main residential structure, unless approval is first obtained from the Association. Under no circumstances shall a fence be permitted closer to any adjoining street than the property line. Unless otherwise approved by the Association, all fences shall be six (6) feet high and shall be constructed of wood, decorative iron, brick or stone. Any fence shall be uniform in height and character. Wire or chain link fences shall not be permitted. Temporary or permanent barbed wire, and/or electrified fences are strictly prohibited.

15. No swimming pool shall be permitted which extends more than one foot above ground level.

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

17. There shall be a public sidewalk in the front of each Lot and upon the street side of each built upon corner Lot. Said public sidewalks shall be constructed of concrete and shall be the current width and thickness and setback from the street curb line, subject to compliance with any requirements of the zoning regulations of Sarpy County and the City of Omaha. Owners shall be responsible for the maintenance and repairs of sidewalks which shall be completed by the Owners in a timely and responsive manner and in compliance with the zoning regulations of Sarpy County and the City of Omaha.

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

19. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot.

20. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.

21. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All rock, produce, or vegetable gardens shall be maintained only in rear yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

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

23. No structure of a temporary character, trailer, basement, tent, skateboarding ramp, barn, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No pre-fabricated or factory built homes, pre-cut dwellings, full or subterranean dwellings, or log houses shall be permitted. No structure of dwelling shall be moved from outside the Subdivision to any Lot unless the approval of the Association is first obtained.

24. No noxious or offensive trade or activity shall be carried on in or from any Lot, nor shall anything be done thereon which may become an unreasonable annoyance or nuisance to other Owners, including, but, not limited to, odors, dust, glare, sound, lighting, smoke, vibration, or radiation.

25. No cattle, horses, sheep, poultry, pigs or any other animals other than domestic pets as otherwise permitted herein shall be kept or maintained on any Lot. Each Owner may, however, maintain domestic pets, within the dwelling, subject to compliance with any laws and regulations of Sarpy County, the City of Omaha or any other governing entity; provided, however, under no circumstances shall any breeding kennels or boarding kennels be permitted. Domestic animals permitted under this Section shall be kept confined to the Lot of their Owner and not permitted to run loose outside of the Lot of their Owner.

26. Each Owner shall maintain homeowners insurance in an amount equal to at least eighty percent (80%) of the full replacement value of any Improvements on the Owner's Lot, or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightening, windstorm, and other perils covered by standard extended coverage endorsement, as wells as insurance against such other hazards in amounts as are normally required by owners of like Improvements. Upon request of the Association, from time to time, each Owner shall provide written evidence of the aforementioned insurance coverages.

27. No Improvements shall be placed, nor any lot graded to interfere with water drainage or to cause damage to neighboring lots or Improvements thereon.

ARTICLE II
EASEMENTS

1. Each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors, and repairmen a perpetual and permanent easement over and across such Lot at any reasonable time to make inspection and to perform Exterior Maintenance (as defined below in Article V).

2. Each Owner does hereby consent and grant a perpetual license and easement in favor of utility, telecommunication, and power companies and their successors and assigns, to operate, maintain, repair and renew all currently existing cables, conduits, and other current light, heat and power and for all telephone and telegraph and message services and cable television services under an eight foot strip of land adjoining the rear boundary lines of the Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots. No permanent buildings shall be placed in the perpetual easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later unreasonably interfere with the aforesaid rights herein granted.

3. By separate document recorded in the Miscellaneous Records of Sarpy County, Nebraska, easements have been reserved to certain Owners of certain Lots in the Subdivision with part or all of their rear or side yards adjoining Harrison Street, as applicable, for a fence along said street.

4. By separate document recorded in the Miscellaneous Records of Sarpy County, Nebraska, easements have been reserved to certain Owners of certain Lots in the Subdivision for entrance markers for the Subdivision.

5. By separate document recorded in the Miscellaneous Records of Sarpy County, Nebraska, easements have been reserved to certain Owners of certain Lots in the Subdivision for entrance markers for the Subdivision.

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

ARTICLE III
DUES AND ASSESSMENTS

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

2. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and

assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

3. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association as described in the bylaws thereof, and to otherwise accomplish the purposes of this Declaration.

4. Maximum Annual Dues. The aggregate dues which may become due and payable in any year without approval by two-thirds (2/3) of the Association shall not exceed the greater of:

(a) One Thousand Two Hundred and No/100 Dollars (\$1,200.00) annually per Lot; or

(b) In each calendar year beginning on the January 1 following the date of recording of this Declaration, one hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

5. Certificate as to Dues and Assessments. The Association shall, upon written request from an Owner, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on that Owner's Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The Association may charge a reasonable sum for the certificate. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable. The Association shall maintain a list of all Lots that are sixty (60) days delinquent or more and such list shall be furnished upon written request of any Owner.

6. Effect of Nonpayment of Assessments-Remedies of the Association. Dues shall be paid on a monthly basis without demand by the Association. Any installment of dues or assessments which is not paid by the end of the calendar month in which it is due shall be delinquent and shall be a lien on the subject property. Delinquent dues or assessments shall bear interest from the due date, compounded annually. The rate of interest for delinquent dues shall be set by the Board, subject to applicable interest rate limits under State or Federal law. The Association may, but shall not be required to, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of common areas or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

ARTICLE IV
PARTY WALLS

1. Any wall which is built as part of the original construction of any townhome placed on the dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared by the Owners who make use of such party wall in proportion to such use.

3. If such party wall is destroyed or damaged by fire or other casualty, any Owner who has used such wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, subject however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for neglect or willful acts or negligence.

4. Notwithstanding any other provision of this Article, an Owner who by his or her negligence or willful act causes such party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

5. 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 Owner's successor in title.

6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding and enforceable against the parties to the dispute.

ARTICLE V
EXTERIOR MAINTENANCE

1. The Association shall perform Exterior Maintenance in compliance with the provisions of this Declaration.

(a) As used in this Declaration, "Exterior Maintenance" shall mean the following:

(i) Pursuant to a schedule adopted by the Association, the painting of exterior wood and metal building surfaces, except as otherwise set forth in this Declaration. Any painting done outside of the adopted maintenance schedule shall be approved by the Association at the Board's discretion and done at the Owner's expense;

(ii) Maintenance of the lawns which shall include mowing, fertilization, and chemicals, subject to the Association's discretion;

(iii) Garbage pickup, subject to scheduling and holidays; and

(iv) Snow removal from driveways, front sidewalks, and porches or approaches in compliance with any laws and regulations of Sarpy County, the City of Omaha, or any other governing entity, but in any case within twenty-four (24) hours following instances of snow fall of one (1) inch or greater accumulation.

(b) Exterior Maintenance shall *not* include:

(i) Any repairs or maintenance of sanitary sewer, water, gas, or electrical lines on the Owner's Lot;

(ii) Roof repair or replacement;

(iii) Repair or maintenance of gutters, downspouts, or sprinkler systems;

(iv) Repair or maintenance, including painting and staining, of attached or detached decks or patios and all exterior doors;

(v) Grading or terracing of lots or repair or maintenance of retaining walls;

(vi) Any damage to property of any kind normally covered by homeowners insurance policies with extended coverage, including, but not limited to, such items as water/flood, fire, storm, glass, garage doors, entrance doors and Owner's personal property; and

(vii) The maintenance and repair of public and private sidewalks.

There shall be no exterior building painting permitted on any Lot by any Owner outside of the adopted maintenance schedule. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner.

2. In the event that the need for any Exterior Maintenance on a Lot is caused by willful or negligent acts or omissions of the Owner or the Owner's family, guests, or invitees, the cost of such Exterior Maintenance by the Association shall be added to and become part of the dues and assessments to which such Lot is subject to under this Declaration.

3. With respect to those maintenance obligations that are not the responsibility of the Association, in the event an Owner of any Lot shall fail to maintain the Improvements on Owner's Lot or otherwise fail to perform the Owner's maintenance obligations set forth in this Declaration in timely fashion or in a manner satisfactory to the Association's Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and at least thirty (30) days prior written notice to the Owner (except in the case of an emergency), shall have the right, through its agents, employees or contractors, to enter upon the Owner's Lot and to repair, maintain, and restore the Improvements on Owner's Lot. The cost of such repair, maintenance, or restoration shall be added to and become an additional part of the dues and assessments to which such Lot is subject to under this Declaration.

ARTICLE VI
GENERAL PROVISIONS

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

2. The covenants and restrictions shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded. This Declaration may be amended or dissolved by an instrument signed by the owners of not less than Seventy-Five Percent (75%) of the Lots covered by this Declaration.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Waiver of any covenant in any instance shall in no way constitute an ongoing waiver with respect to the same covenant in any other instance, or any other covenant.

4. For purposes of this Declaration, terms not otherwise defined herein shall have the meaning given to such terms in the initial recitals.

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IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first written above.

MILLARD PARK TOWNHOMES II, INC., a Nebraska nonprofit corporation

By: Michelle Steinbeck

Name: Michelle Steinbeck
President

STATE OF NEBRASKA)
) ss.
COUNTY OF Colo)

The foregoing instrument was acknowledged before me on 8/4, 2015, by Michelle Steinbeck as President of Millard Park Townhomes II, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Kathy R. Brookhouser
Notary Public

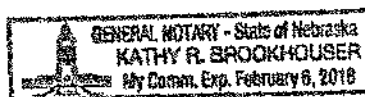


EXHIBIT "A"

Legal Description

INITIAL LOTS:

Lots 321 A & B through Lots 327 A & B, inclusive, and Lots 332 A & B through 340 A & B, inclusive, in Millard Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

SUPPLEMENTAL INITIAL LOTS:

Lots 14 A & B in Millard Park Replat 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

FIRST ADDITIONAL LOTS:

Lots 1 through 10, inclusive in Millard Park Replat 6 (being a replatting of Lots 8A through 13B, Millard Park Replat 5), a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

SECOND ADDITIONAL LOTS:

Lots 1 A & B through Lots 7 A & B, inclusive in Millard Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.