



BK 1413 PG 328-338



MISC 2001 20654

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2001 DEC 14 PM 1:16

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

*misc 11*

*F*

FEE 60.50 FB OC-31610  
OC-31613  
OC-31612

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP

DEL \_\_\_\_\_ SCAN CR FV \_\_\_\_\_

**RETURN:** Comp. 12.4.01 Liberty Building Corp.  
4025 S. 224 Terrace  
Elkhorn, NE 68022  
*✓ 2038*

**ADDITIONAL AND/OR REVISED SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LOTS 35 AND 39, QUAIL RIDGE ON SKYLINE DRIVE, AND LOTS 1, 2, 3, 4, 5, 6, 7; QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2, AND LOTS 41 AND 43, QUAIL RIDGE ON SKYLINE DRIVE REPLAT, A SUBDIVISION IN ELKHORN IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by Liberty Building Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant." The former "Declarant" being Liberty Development Corporation has assigned its full right as "Declarant" to Liberty Building Corporation as both companies are owned by the same President.

**WITNESSETH:**

WHEREAS, the owners of said Lots will convey and/or bind said Lots subject to certain protective covenants, conditions, easements, restrictions, reservations, liens, and charges as hereinafter set forth (herein after may be referred to as Covenants);

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof. If any of the Covenants, Conditions, or Restrictions herein described should contradict any former Covenants, Conditions, or Restrictions, the latter shall have precedent considering the former to be revised by these new additions or revisions as it shall pertain.

**ARTICLE I.  
DEFINITIONS**

A. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental Declaration under the provisions hereof and any former of the same, which did initially consist of Lots 35 through 40, inclusive, Quail Ridge on Skyline Drive, and lots 41 and 43, Quail Ridge on Skyline Drive Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and now shall consist of lots 35 and 39, Quail Ridge on Skyline Drive, and lots 1 through 7, inclusive, Quail Ridge on Skyline Drive Replat 2, and lots 41 and 43, Quail Ridge on Skyline Drive replat, A subdivision as surveyed, platted and recorded in Elkhorn in Douglas County, Nebraska.

C. "Lot" shall mean and refer to any one of the above described Lots, inclusive, in Quail Ridge on Skyline Drive, in Elkhorn, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

D. "Declarant" shall mean and refer to Liberty Building Corporation, a Nebraska corporation and its successors and assigns.

E. "Architectural Control Committee" shall mean Declarant or the individual or committee appointed by the Declarant. its successors or assigns.

F. "Association" shall mean and refer to the Quail Ridge Association, Inc., a Nebraska nonprofit corporation.

G. "QP Association" shall mean and refer to the Quail Place Home Owners Association, a private non-incorporated Association consisting of a mandatory

membership of each Lot owner of Lots 35 and 39, Quail Ridge on Skyline Drive, and Lots 1-7, inclusive, Quail Ridge on Skyline Drive, a subdivision as surveyed, platted, and recorded in Elkhorn in Douglas County, Nebraska. Each Lot Owner shall have a One-Ninth interest and Responsibility in the Quail Place Home Owners Association. The lots represented by the QP Association may also be referred to hereinafter as the Quail Place Lot/s, QP Lots or the QP Lot Owners.

**ARTICLE II.**  
**ARCHITECTURAL CONTROL**

A. The Properties, and the external appearance of all structures to be constructed thereon, shall be developed under a common development scheme, with the exposed exterior finish material of all structures to be of EFIS, EFIS and Stone or EFIS and Brick and provide for a common design color and appearance. No dwelling, structure, wall, landscaping, pathway, driveway, lighting, patio, patio cover or enclosure, deck, swimming pool, 18-inch or smaller satellite dish, flag pole, sheds, fences or other external improvements, other than the fences, walls, signs, and landscaping constructed by Declarant, shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot without the express written prior approval of the Declarant through its Architectural Control Committee.

Television and radio antenna, solar collecting panels or equipment are not permitted. The Declarant will determine the material, style, height, color, and manufacturer of the approved fence for the area. Each Lot Owner of the Quail Place Lots is required at the time of construction of a home on said lot to also install the approved fence along the outer boundary making up the Quail Place Lots. Thus the Quail Place Lots will eventually be border by said fence. Lots 1 and 4 will also be required to install said fence along Quail Place street between the posts.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design, appearance 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 to determine that the structure or improvement complies with the common development scheme required by these Covenants. The Architectural Control Committee specifically reserves the right to deny Permission to construct or place dwellings, which it determines will not conform to the general character, plan, outline and common development scheme for the development of the Properties.

C. 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 improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittal for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittal. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings: (certain requirements and restrictions are also described as follows)

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage, driveways, landscaping and trees (which are required), and sidewalks.

2. 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 exterior finishes and colors. Tampko heritage asphalt 40 year premium grade, Oxford Grey in color are the required shingle for roofing, eye brows or little decorative roofs on the front of the structures may be required to be covered with cooper as to match the existing homes, and other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee

to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall not operate as an Architectural Control Committee approval, approval must be granted.

**ARTICLE III.**  
**RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

A. Single Family Lots. All the "Lots" shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

2. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

a. Each one and one-half story dwelling shall contain no less than 2700 square feet of total living area above the basement level with a minimum of 1800 square feet on the main floor, exclusive of garage area.

b. Each two story dwelling shall contain no less than 3000 square feet of total living area above the basement level with a minimum of 1600 square feet on the main floor, exclusive of garage area.

c. Each one story or ranch type dwelling shall contain no less than 2000 square feet of total living area above the basement level, exclusive of garage area.

B. General Restrictions. All dwelling units described above shall comply with the following restrictions.

1. The exposed exterior finish of all dwellings must be faced or constructed of EFIS, EFIS and Stone or EFIS and Brick. Color must conform to the existing walls and dwellings and comply with the common development scheme and design required by these Covenants.

2. All dwellings shall, as a minimum, have attached, built in, or enclosed, three car garages which must contain a minimum area of 660 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

3. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any 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. No precut dwelling shall be assembled on any of said Lots. 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. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than fourteen (14) days, however, such items may be stored in an enclosed structure outside of the view of other Lot owners, or in a non-enclosed structure out of the view of other Lot owners subject to the prior written consent of the Architectural Control Committee.

5. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots. (Examples: rear of lot 35 and 39 (grass and concrete swayles), 35 and 39 share an under ground culvert pipe that runs through lot 39 and is used for back washing, pool drainage and down spout drainage for lot 35 and for any drainage requirement that

lot 39 may require (maintenance of pipe will be equally shared by both lot owners), drainage swale on lot 7 from the easterly run off must be maintained by the owner of lot 7. If lot 39 should install a pool or have a back yard drainage issue the owner of lot 7 is required to allow the owner of lot 39 to grade or install an underground pipe across the southeast corner of lot 7, from the south EFIS post to the existing drain swale, of course all to be done on cordial and mutually understood terms and at the expense of the Owner of Lot 39.

6. 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 capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing Lots within the Properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such Properties. Each Lot Owner must mow and maintain the lot in an orderly and good looking fashion.

7. 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, however, notwithstanding the foregoing, the Declarant has the right to perform activities which it deems is necessary in the development and building out of the Properties.

8. A dwelling on which construction has begun must be completed within eighteen (18) months from the date the foundation was dug for said dwelling, however, notwithstanding the foregoing, the Declarant shall have thirty (30) months in which to complete a dwelling which it or its representatives are constructing from the date of the commencement of the construction of such dwelling. Lot Owner must commence construction of a residence on the lot within two (2) years from the time the lot is conveyed to the Owner, unless said time is extended by Declarant.

9. All driveways shall be constructed of a minimum of 4 inch concrete, stone or brick. Each Lot has a predetermined and preconstructed 5-6 inch concrete (with rebar) driveway approach to the lot. Said driveway will serve the lot and must be maintained by the Lot Owner. Said driveway is not warrantied, nor is it in anyway the responsibility of anyone other than the Lot Owner. Lot 4,5,6 and 7, will share a common private driveway as shown on Exhibit "A" as an easement granted by these Covenants, Lot 39 shall also have access over said drive but only if needed to access the rear of the Lot for construction or repair and only if access across lot 39 is not feasible. Said common drive shall be constructed of 6 inch concrete with 10% limestone and rebar and shall run across lot 4,5 and 6, abutting lot 7, and shall be approximately 20-24 feet wide. All cost for maintenance and repair, including snow removal shall be equally shared by Lot Owners 4,5,6 and 7, working together with the QP Association in the handling of said matters. Any damage (and the cost to repair or replace) to said drive caused by a direct act related to a Lot Owner, its family, guests, or workers, for example, will be borne by the responsible Lot Owner.

10. No grading, construction or other activity shall be performed on any Lot which would in anyway interfere with or cause damage to the Common Landscape Improvements installed by the Declarant within the Permanent Landscape Easement described in Article IV of these Covenants. The Declarant may require a Lot Owner to use a temporary drive for construction purposes, said drive may be allowed across vacant Lots at the consent of the Declarant.

11. In addition to the approval by the Architectural Control Committee described herein, all Owners of the Lots must also comply with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Lots 17 through 42, inclusive, in Quail Ridge on Skyline Drive, a Subdivision in Douglas County, Nebraska, which is dated August 30, 1978 and recorded in Book 602 at Page 366 of the Records of the Register of Deeds, Douglas County, Nebraska, including, but not limited to the provisions relating Architectural Control Approval and any other Declaration of

Covenants, Conditions and Restrictions filed and recorded against said Lots.

12. Each Lot Owner is required to install, as directed by the Declarant, up lighting on the front of the residence that must be automatically operational from dusk to dawn. Also each Residence is required to have exterior can lighting in the soffits on the front of the residence.

13. Each residence is required to wrap the exterior fascia, soffits, jambs etc. with prefinished white aluminum soffit material along with prefinished White seamless gutters, down spouts, and garage doors. The roofs are required to be covered with Tampko, Heritage Asphalt, 40 year, premium grade shingles, Oxford Grey is the only approved color. Roof pitch must be minimum 10/12 or 12/12 pitch on sides and minimum 8/12 front and back, special situations may allow the Declarant to approve less pitch roofs on certain areas of the structure. The Declarant is granted the right at his discretion to make any necessary changes to these Covenants.

14. Lots 4 through 7 are required to face the residences on the lots to the East with the rear walkout to the West and the rear yard abutting 222nd Street. No drives will be allowed from 222nd street for any Lot, and drives on Quail Place as already predetermined.

15. Each Lot Owner shall be cordial and neighborly to the other granting them access if needed across their drives to access areas of lots that due to the topography and the front walls on Quail Place may not be accessible across the Owners own lot. The Owner requesting permission must not take advantage of the situation and must work neatly and rapidly to complete the reason for access. Any damage done to the Lot Owners property must be totally repaired (like new) with the total cost being borne by the Owner gaining access. In the event said access shall be for an extended amount of time, the owner requesting access may want to reasonably compensate their good neighbor for the trouble. All being done with respect, consideration and understanding for each other. The owner wishing to gain access must fully inform the neighbor, discussing times and ways of access. Both parties must agree to the terms and conditions of the situation. Any disputes or problems that can not be worked out between the two parties should first be quickly brought before the Chairman and Vice-Chairman for assistance.

16. Lot 39 shall be granted the right (easement, exhibit "A") to use and maintain as yard space the area between the west property line of lot 39 and the post and fence (If constructed), located approximately 3' off of the east property line of lots 4, 5, 6, and 7.

17. No Lot may be divided without the approval of the Declarant of which such a request will most likely be denied.

#### ARTICLE IV.

##### COMMON LANDSCAPE AND OTHER IMPROVEMENTS

##### APPLICABLE TO LOTS 35, 39, REPLAT 2 LOTS 1-7, QUAIL RIDGE ON SKYLINE DRIVE

A. Installation of Common Landscape Improvements. The Declarant has developed a common fence, entrance markers, walls, lighting, and landscape plan (also designated driveways) for Lots 35 and 39, and REPLAT 2 LOTS 1 through 7, inclusive Quail Ridge on Skyline Drive, a Subdivision in Elkhorn in Douglas County, Nebraska. The attached exhibit "A" shows the Common Area and Landscape Easement area, which Easement area may be permanently recorded at anytime, by the Declarant, without further consent of the Lot Owners, all in Douglas County, Nebraska, along with the 25' wide Common Driveway Easement granted to Replat 2 Lots 4, 5, 6, 7, and lot 39 as described in these Covenants, and the Yard, Landscape, and Fence Easement, along with the Sewer Easement granted to lot 39, as described in the Covenants. The above Easement areas are shown on Exhibit "A" and made a part of these Covenants and shall be permanently binding on the Lots and their Owners. The Common Area and Landscape Easement, consisting of a common fence, landscaping, entrance marker, Posts and wall, lighting and other related improvements may herein after be referred to as the "Common Landscape Improvements". The Common Landscape Improvements shall form a common scheme of development of the Lots and enhance the uniqueness and attractiveness of the Lots. No permanent buildings or structures shall be placed or erected within the Landscape Easement and no grading nor

other activities shall be performed on any of the Lots which would in any way effect, damage or detract from the common scheme appearance of the Common Landscape Improvements. Subject to the foregoing, the area within the Permanent Landscape Easement has designated Driveway areas that have been constructed for the use of each Lot and Lot 2 may use the allotted open landscape area for a circle drive and sidewalk approach to the residence, at which time the Lot Owner of Lot 2 will be required by the Declarant to install reasonable additional landscaping on the Common Landscape Area and necessary repairs to complete the area, all to be done in conjunction with the construction of the residence on the Lot. The Common Landscape Improvements must be approved by the Declarant and/or the Board of Directors of the Association or by an appointed architectural committee prior to the time that any of the items referred to in the Common Landscape Improvements are installed or constructed. After such approval, any amendments or additions to the Common Landscape Improvements must be approved by the Declarant, the Board of Directors of the Association or the architectural committee prior to the installation or construction of such amendments or additions. Notwithstanding the foregoing, the owners of the Quail Place Lots shall have the right to remove all or a portion of the Common Landscape Improvements by the unanimous written consent of all the owners of Lots 35, 39, REPLAT 2 Lots 1-7.

B. Maintenance and Repair of the Common Landscape Improvements. After the installation of the Common Landscape Improvements, by the Declarant, and/or the then Owner of each Lot, as required by these Covenants, upon which the Common Landscape Improvements are located, shall properly be maintained, repaired and constructed by the QP Association and as herein described. If any of the improvements on the Common Landscape Improvement area are damage and need repair due to the direct act of a Lot Owner, its guest, family, or anyone associated with, the cost shall be borne by that Lot Owner. As for the fence which is erected on a common lot line between Lots, or on the rear or side yard and is not apart of the Common Landscape Improvement, each Owner of such Lot is responsible for the maintenance and repair of the fence which is on his lot, unless Owners have made arrangements to share said fence and costs. Each Lot Owner shall perform the maintenance and repair of the fence, landscaping and improvements on their Lot except for the Common Landscape Improvements as described in these Covenants. The up lights on the entrance markers and posts must automatically turn on at dusk and off at dawn, there are no street lights in Quail Place so these Lights must always be on when dark. The Common Landscape Improvements including the lawns, plants, trees, mulch, sprinklers, lights, posts, walls, entrance markers, and fence must be maintained on a regular and ongoing basis by the QP Association and the QP Lot Owners, all as described herein.

C. Insurance on the Common Landscape Improvements and area. The Owners of each Lot are required by these Covenants to include and maintain adequate Homeowners Insurance including Liability against all loss, damage, fire, theft, accident, storm, etc on all the Improvements on their Lot and including the Common Landscape Improvements and area that is on their Lot.

D. Application. The provisions of Article IV and V of these covenants shall only apply to the Owners of Lots 35 and 39, Quail Ridge on Skyline Drive and Lots 1-7, inclusive, Quail Ridge on Skyline Drive Replat 2.

#### ARTICLE V.

QUAIL PLACE HOMEOWNERS ASSOCIATION FOR LOTS 35 AND 39, QUAIL RIDGE ON SKYLINE DRIVE, AND LOTS 1-7, INCLUSIVE, QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2, IN ELKHORN, IN DOUGLAS COUNTY, NEBRASKA.

The Declarant is granted the right by these Covenants to organize a non-incorporated, non-profit, Homeowners Association for the nine Quail Place Lot Owners. Said Lot Owners of Lots 35 and 39, Quail Ridge on Skyline Drive and Lots 1 through 7, inclusive, Quail Ridge on Skyline Drive Replat 2, are required by these Covenants, mandatory membership. The QP Association is organized to carry out It's duties as described in these Covenants. The QP Association shall have nine members, each Lot Owner is required to be a member. Each member shall represent one-ninth of the

Association. The QP Association shall have the right to collect dues and assessments from its members in order to fulfill its obligations under the terms and conditions of these Covenants. The Declarant may, at his discretion, be the chairman, vice chairman, secretary and treasurer of the QP Association until two years following the sale and conveyance of the last lot owned by the Declarant or his successor or assigns. After the Declarant assigns the operations of the QP Association to the members, the members shall meet annually as decided by the chairman and vice-chairman to select, vote and nominate a chairman and vice-chairman (the chairman shall also be treasurer and the vice-chairman shall be secretary of the association for the following one (1) year). A quorum of at least five of the nine members must be present at the meeting or the meeting must be rescheduled until a quorum is present. If the meeting is rescheduled, a quorum of four members will be required the second time. If the meeting is rescheduled a third time, only two members will be required until a quorum is present and the meeting is held. All members must be notified of meetings. Meetings may be held monthly or less as needed. All decisions that pertain to dues or assessments or may alter the property values must be a formal meeting with a quorum present and a majority vote of all its members must be reached before action may be taken. The QP Association's main responsibility is the maintenance, repair, and the construction of the Common Landscape Improvements (included in this task is lawn mowing, grass, sprinklers, plants, trees, lights, fence, mulch, Posts, walls, entrance markers, etc.) along with establishing, collecting and managing the dues and assessments, and paying the related bills, all as described herein, and when necessary, as approved by a majority vote of the QP Association members. Also, when the Declarant determines to assign his responsibility to the QP Association, including the architectural control committee and the enforcement and obligations of these Covenants and Restrictions for the common good of all its members, the members, as need be, may from time to time call a meeting by request through the chairman or the chairman as deems necessary may call a meeting, but never more than one per month unless agreed by vote, in order to establish more clear guidelines as to the operations of the QP Association or other issues as they may arise, all new guidelines and decisions must be established or amended by a majority vote of its members. If after 30 days of waiting for a member to vote, said member does not vote, the count for the majority vote for that decision shall not include that member. The Declarant or the QP Association as it determines may incorporate the QP Association without the consent of all its members. Said members may be required to sign any required documents to do so. The same shall be true for the formal filing of any of the Easements shown on EXHIBIT "A" and made apart of these Covenants. The books, accounts, actions, and agreements of the QP Association shall be readily available for inspection to any member who should request them.

#### ARTICLE VI.

##### QUAIL RIDGE ON SKYLINE DRIVE COVENANTS

The Lots subject to this Declaration are also subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated August 30, 1978 and recorded on August 31, 1978 in the Douglas County Register of Deeds Office at Book 602, Page 366 and any other Declaration of Covenants, Conditions and Restrictions filed and recorded against the Lots.

#### ARTICLE VII.

##### GENERAL PROVISIONS

A. The Declarant, or its assigns, the Quail Place Homeowners Association, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, easements 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 or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 70 percent of the then property owners vote to



terminate this declaration. Subject to the QP Association's right to enforce the requirements hereunder and to maintain and repair the Common Landscape Improvements under Article IV and V, 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 four (4) years from the date hereof, including the right of the Declarant to add additional properties to these Covenants. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75 %) of the Lots covered by this Declaration. The Declarant may assign his/her rights, obligations and interest in these Covenants to a third party at any time. The provisions of Article IV and V and anything in the Covenants pertaining to the QP Association providing the right to the QP Association to enforce the maintenance and repair of the Common Landscape Improvements cannot be amended without the prior written consent of the Association.

C. 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.

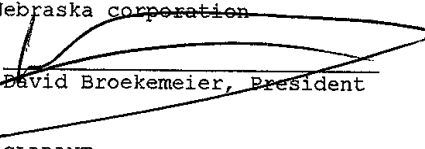
D. Enforcement. In the event any Lot Owner in the QP Association fails to comply pursuant to the terms of these covenants or fails to pay his share of the dues or assessments pursuant to the terms of these Covenants, then either one or more of the other Lot Owners in the QP Association or the QP Association shall have the right to what ever remedy by law is available to pursue the Owner of such Lot who is failing to perform. If the Owner of such Lot fails to pay his dues or assessments or comply with the terms of these Covenants, then the person(s) or QP Association who paid for said default shall have the right to file a lien upon such Lot Owners Lot to enforce payment of such sum, which lien shall accrue interest at the rate of 12% per annum until paid. Further, the obligation of the all the Lot Owners covered by these Covenants to perform and comply to them hereunder is a personal obligation, as well as an obligation which runs with the Lot, and the person who paid for such default and costs for a Lot Owner who fails to perform shall have the right to file the appropriate action in order to obtain payment for such sum and enforce these Covenants, including the right to obtain a mandatory injunction to require such Owner to perform pursuant to these Covenants.

E. The Declarant and the Chairman and Vice-Chairman of the Quail Place Association can not be held liable in anyway or to anyone for performing or failing to perform any of their duties under the terms and conditions of these Covenants or for any actions taken by them pertaining to the same, and are held harmless of any action that may arise against them by another member. (Except any criminal activities relating to the mishandling of the dues or assessments of the QP Association)

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed  
this 14 day of December, 2001.

FORMER DECLARANT:


LIBERTY BUILDING CORPORATION,  
A Nebraska corporation

By:   
David Broekemeier, President

DECLARANT:

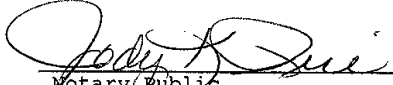
LIBERTY DEVELOPMENT CORPORATION,

A Nebraska corporation

By:   
David Broekemeier, President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS.

On this 14 day of Nov, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came David Broekemeier, President of Liberty Development Corporation and Liberty Building Corporation, both Nebraska corporations, and acknowledged that he executed the above as the willful act and deed of said corporation.

  
Notary Public

# EXHIBIT "A"

## QUAIL RIDGE ON SKYLINE DRIVE REPLAT 2

