

AMENDED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, superseeds and replaces all prior covenants, conditions, and restrictions, made on the date hereinafter set forth by CONSTRUCTION SCIENCES, INC., a Nebraska corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in LeBeau Replat I, County of Douglas, State of Nebraska, which is more particularly described as:

Lots 14 - 18 inclusive, in LeBeau Replat I as surveyed, platted and recorded in Douglas County, Nebraska.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the LeBeau Homeowners Association, Inc., a Nebraska Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entites, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but not excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to CONSTRUCTION SCIENCES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property 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 them.

Section 2. Private Area Maintenance and Easement.

In order to promote uniformity of maintenance and appearance, the Declarant for each Lot owned within the properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree subject to the approval of the Association through its Board, that:

- (a) The Association shall maintain the grounds of each and every Lot (but not the improvements thereon, defined as the original structure, driveway and any patio areas, in which case Section 11 shall be applicable);
- (b) No fences or other obstructions as determined by the Board which interfere with the proper maintenance of the area shall be constructed on any lot and that any proposed construction be specifically approved in writing by the Board prior to the commencement of construction; and
- (c) Declarant and/or Owner does hereby grant a perpetual easement to the Association at all times upon, over and across such grounds for maintenance purposes, including but not limited to, mowing, watering and tree or shrubbery service. Nothing set forth herein shall be construed to grant to the Association, the Declarant or the owners of any other Lots the right of use and enjoyment to any Lot within the properties save such Lot and/or Lots as may be owned by said Declarant or others owners.

Section 3. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the homes situated upon the properties.

Section 4. Maximum Annual Assessment.

Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

- (a) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3's) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements.

BOOK 751 PAGE 482

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed, based on the status of each Lot. All Lots which have a Townhouse unit completed as evidenced by a certificate of occupancy issued by the local governmental authority, will be assessed the full amount as set by this declaration. Lots without a Townhouse unit or with a unit under construction, but without a certificate of occupancy, will be assessed at twenty percent (20%) of the full amount not to exceed Five Dollars (\$5.00) per month. The assessments may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the title of the first Lot to an Owner from the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate allowable in the State of Nebraska. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3's) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 12. Painting. Section 11 places the primary responsibility for exterior maintenance upon the individual Owner, notwithstanding, all exterior surfaces of units connected by party walls shall be uniformly painted in the same colors. To facilitate said uniform color scheme, the exterior painting of all units shall be the responsibility of the Association, and those shall be uniformly painted in the same colors.

ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 14. Undeveloped Lots. Lots on which no residential structure has been constructed and/or for which a certificate of occupancy has not been issued by the local governing body having such authority shall be assessed at twenty percent (20%) of the full assessment rate as set by the Board of Directors, not to exceed Five Dollars (\$5.00) per month.

Section 15. Sanitary Sewers. It shall be the responsibility of the Association to maintain the portion of Sanitary Sewer which runs from the Lot to the main sewer line located in the street.

ARTICLE IV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

Section 5. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successor in title.

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been approved by the Association.

ARTICLE VI

RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual Lot, subject to the following restrictions:

(a) No noxious or offensive trade or activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards for more than 72 hours.

(b) No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of six (6) inches above ground level. All lots shall be kept free of all types of trash and debris.

(c) No trailer, basement, tent, shack, garage, barn, or other building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.

(d) No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence for permanent or temporary use except that this paragraph shall not be construed so as to prohibit new factory-built modular housing having a minimum of twelve-inch eaves, an exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation.

(e) No cattle, horses, sheep or poultry, hogs or any other livestock shall be kept or maintained on any Lot in LeBeau. This paragraph shall not be construed, however, as a prohibition with the keeping of ordinary domestic pets.

(f) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Lots.

(g) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

(h) All Owners shall have the affirmative duty to maintain in good and orderly fashion any grass and landscape planting on their property by the Developer as a part of the Community Unit Plan for LeBeau.

(i) As required by the City of Omaha, concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed for the Association. Said sidewalk shall be constructed and completed by the then Owner at the time of completion of the main residential structure and shall be located four (4) feet back of the curb line.

(j) As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedge, shrubbery and other fixtures shall be so constructed, build and maintained so as to provide clear, unobstructed vision at corners of street intersections.

(k) Said Lots shall be used only for residential purposes except such Lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses.

(l) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than dwellings not to exceed two and one-half (2 1/2) stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses. No external television or other antenna shall protrude above the highest point of the roof of the dwelling situated on the Lot on which such antenna is located.

(m) Each dwelling shall contain at least one attached detached or basement single car garage and driveway constructed of concrete, brick or asphaltic material which is a minimum of ten (10) feet wide with sufficient area to provide

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DCCA 751 PAGE 485

construction of any residence or other improvements, job identification signs having a maximum face area of nine square feet (9) per sign and of a type usually employed by contractors, subcontractors, and tradesmen; and not more than one "For Sale" or "For Rent" sign having a maximum face area of nine square feet (9).

Section 2. Utility Meters. Each Lot shall have separate water, electrical, gas and/or other applicable utility meters for separate reading.

Section 3. Utility Service Lines. Each Lot shall be serviced by separate utility service lines.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional property may be annexed to the Properties with the consent of two-thirds (2/3's) of each class. Additional land within the area described as Lots 1 thru 13, inclusive, LeBeau Replat I, as surveyed, platted, and recorded in Douglas County, Nebraska, may be annexed by the Declarant without the consent of members within ~~ten~~ (10) years of the date this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of September, 1985.

DECLARANT:

CONSTRUCTION SCIENCES, INC.,
a Nebraska Corporation, its attorney-in-fact

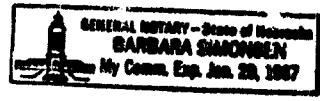
BY

STATE OF NEBRASKA)
) SS
COUNTY OF Douglas)

BOOK 751 PAGE 486

Before me, a notary public in and for said County and State, personally came Charles G. Smith, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 13th day of September, 1985.



Barbara Simonen
Notary Public

My commission expires: _____

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BY-LAWS
OF THE
LE BEAU HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is the LeBeau Homeowners Association, herein-
after referred to as the "Association". The principal office of the corporation shall
be located at 8425 Madison Street, Omaha, Nebraska, but meetings of the members and
directors may be held at such places within the State of Nebraska, County of Douglas,
as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the LeBeau Homeowners
Association, its successors and assigns.

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

Section 3. "Lot" shall mean and refer to any plot of land shown upon any re-
corded subdivision map of the properties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or
more persons or entities, of the 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.

Section 5. "Declarant" shall mean and refer to CONSTRUCTION SCIENCES, INC.,
its successors and assigns if such successors or assigns should acquire more than one
undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants,
Conditions and Restrictions applicable to the Properties recorded in the Office of the
Register of Deeds of Douglas County, Nebraska.

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

ARTICLE III
MEETING OF MEMBERS

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

Section 2. Special Meetings. Special meetings of the members may be called at
any time by the president or by the Board of Directors, or upon written request of the
members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A
membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members
shall be given by, or at the direction of, the secretary or person authorized to call the
meeting, by mailing a copy of such notice to each member entitled to vote thereat,
addressed to the member's address last appearing on the books of the Association, or
supplied by such member to the Association for the purpose of notice. Such notice shall
specify the place, day and hour of the meeting, and, in the case of a special meeting, the
purpose of the meeting.

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

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

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Exercise for the Association all powers, duties and authority vested to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(b) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(c) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

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

(2) Send written notice of each assessment in accordance with the Declaration.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate.

are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate allowable in the State of Nebraska, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LeBeau Homeowners Association.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the LeBeau Homeowners Association, have herunto set our hands this 12th day of September, 1985.


Charles G. Smith


John J. Smith

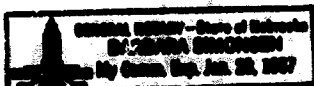

Arlene A. Boyd

STATE OF NEBRASKA
) ss,
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said County and State personally came Charles G. Smith, John J. Smith and Arlene A. Boyd, all known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal this 12th day of September, 1985.


Notary Public



CERTIFICATION

RECEIVED
1995 SEP 25 AM 9:19
GEORGE J. SUDLENICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF LE BEAU
REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by Construction Sciences, Inc. (CSI) hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1-12, lot 13 except the west 30.67 feet, lot 15, lot 16 except the south 36.33 feet, lot 17 except the south 35.67 feet, all in Le Beau Replat, I subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots subject to the additional covenant and possible charge set forth in Article I herein.

NOW, THEREFORE, the Declarant hereby declares that all lots described above shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge 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.

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 in Le Beau Replat, I subdivision, including contract sellers, and excluding those having such an interest merely as security for the performance of an obligation.

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B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Le Beau Replat,^I a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Declarant" shall mean and refer to Construction Sciences, Inc. (CSI), a Nebraska corporation, his successors and assigns.

ARTICLE I

NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety (90%) percent of all lots within a particular phase of Le Beau Replat/^I subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion, then every lot that is unimproved at the end of the five-year term shall be subject to a charge of Four Hundred Fifty and no/100 (\$450.00) Dollars by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

Each development in Le Beau Replat/^I subdivision shall be considered in determining whether ninety (90%) percent of the lots within that phase have been improved within the five-year term. In determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system, each development phase shall also be considered separately.

Such charge shall be due and owing immediately upon the expiration of the five-year term, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the

