

46-645

THIS DECLARATION, made on the date hereinafter set forth by THE MEADOWS, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties", in the County of Sarpy, State of Nebraska, which is more particularly described as:

Lots 1 through 61, inclusive, the The Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value of desirability of said property.

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 above described as well as any other property submitted hereto as provided herein, and shall 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 until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

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

Section 3. "Properties" shall mean and refer to that

46-645A

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 80% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 80% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) vote of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein 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 to pay to the Association: (1) Regular annual maintenance assessments or charges, for the purposes hereinafter set forth in Section 2. hereof, (2) Regular Assessments for Insurance on the Properties, and (3) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or 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. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair,

46-645C

X
upon any dwelling or any Lot in the properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 25% of the regular assessment due for each improved lot. The Budget and Assessments shall be approved and ratified by the Directors at the Annual Meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Assessments For Insurance. In addition to the regular maintenance assessments, the Association shall levy assessment on each improved lot for the portion of Insurance premium due with respect to said lot as hereinafter provided in Article VIII hereof, which assessment shall be paid each month along with the Regular Assessment with respect to said Lot.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area. ... as to all improved

46-645D

by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of 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 rate of nine (9) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 8. 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 or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board ("Committee"). In the event said Board, or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

46-645E

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, to the extent the same is not covered by insurance, any Owner who has used the wall may restore it and shall have and there is hereby created an easement over the premises of the adjoining landowner for the purpose of construction of said wall, and if the other Owners thereafter make any use of the wall by commencement of construction on his premises adjoining said wall they shall contribute to the cost of restoration thereof in the proportion in which the adjoining owners use the wall 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 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with 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 successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within 10 days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement, or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expense of its own Attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

46-645 F

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others

46-645G

Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VIII

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual Lots. The insurance shall cover all buildings and improvements upon the land in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B. I. and \$50,000 P. D. public liability insurance covering the properties, the Association and its employees.

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

Section 3. Special Assessments. The Association shall monthly assess against each Lot the premium attributable to coverage procured by the Association on said Lot pursuant to Section 1 and 2 hereof.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of the buildings and improvements. In such case

46-645H

Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ARTICLE IX

ACCESS

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

ARTICLE X

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 any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of thirty (30) 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 thirty (30) year period by an instrument signed by not less than eighty per cent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any Amendment must be recorded.

Section 4. Annexation. Additional land within the area described as The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of members of the Association within five (5) years of the date of this instrument be executing and recording with the Register of Deeds of Sarpy County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the residential character of The Meadows.

47-224
FILED FOR RECORD 4-25-74 AT 11:15 P.M. IN BOOK 47 OF Misc. Rec.
PAGE 334 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEBRASKA 3280

SUPPLEMENTARY DECLARATION

THIS SUPPLEMENTARY DECLARATION made April 29th, 1974 by GALAXY CONSTRUCTION CO., a Nebraska corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real estate (hereinafter referred to herein as "the premises") situated in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 104 of Meadows Replat II of Lot 6, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS, Declarant, the owner of Lots 1 through 104, inclusive, of Meadows Replat II of Lot 6, The Meadows, a subdivision in Sarpy County, Nebraska, in order to preserve and promote the private residential character of said lots in accordance with a plan of development expressed therein, made and executed a certain Declaration of Covenants, easements, restrictions and conditions (hereinafter referred to as "Declaration") dated July 27 1973, 1974 and recorded at Page 645 through 645 H, inclusive, of Book 46 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, Declarant, in order to preserve and promote the private residential character of the premises in accordance with the plan of development expressed in said Declaration is desirous of annexing the first above described premises to said Declaration and subjecting said premises to all the terms and conditions thereof in the manner provided in Section 4 of Article X of said Declaration;

NOW, THEREFORE, in consideration of the matters herein recited, Declarant does hereby declare as follows, to-wit:

ITEM I

A. THE PREMISES

1. Residential Property. Certain of the real property subject to this Supplementary Declaration and legally described as: All of Lots 1 through 104 of Meadows Replat II of Lot 6, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, is and will be acquired, conveyed, devised, inherited, sold or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Supplementary Declaration and, pursuant to Section 4 of Article X thereof, to all conditions and other terms imposed upon any "Lot", as therein defined at Section 5 of Article I thereof in said Declaration.

47-224A

defined in Section 4 of Article I of said Declaration. Said Common Area, though now owned by Declarant and notwithstanding subsequent conveyances to an owner will, during the term of these covenants, nevertheless be subject to an easement for the common use and enjoyment (as defined in the Declaration), and Declarant hereby and by these presents grants to said owners a right and easement of enjoyment in and to the common area which is located as above described on all Lots within the properties which easement shall be appurtenant to and shall pass with the title to every Lot, and will be and become subject to each and every restriction, easement and condition therein imposed upon the common area by said Declaration or as amended by Amendments to Declaration.

3. Association. The involved property is and will be, through January 1, 1990, or for such longer or other period as may otherwise be fixed, included in membership in Association as a benefit or burden running with and charge upon the ownership of each lot, pursuant to Article I through Article VII, inclusive, of said Declaration or as amended by Amendments to said Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration at Omaha, Douglas County, Nebraska.

Attest:

David J. Rab

GALAXY CONSTRUCTION CO.,
a Nebraska corporation

By

Floyd J. Howerton
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said county and state, personally came FLOYD J. HOWERTON, President of Galaxy Construction Co., a corporation, to me personally know to be the President and the identical person whose name is affixed to the foregoing Supplementary Declaration, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Galaxy Construction Co.

Witness my hand and Notarial Seal this 22nd day of April, 1974.

FILED FOR RECORD 425-74 AT 11:15 P. M. IN BOOK 47 OF Misc. Rec.
PAGE 225 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB 28, 75

47-225

SUPPLEMENTARY DECLARATION

THIS SUPPLEMENTARY DECLARATION made April 22nd, 1974 by VIKING CONSTRUCTION, INC., a Nebraska coporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real estate (hereinafter referred to herein as "the premises") situated in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 91 of Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS, Declarant, the owner of Lots 1 through 91, inclusive, and of The Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, in order to preserve and promote the private residential character of said lots in accordance with a plan of development expressed therein, made and executed a certain Declaration of Covenants, easements, restrictions and conditions (hereinafter referred to as "Declaration") dated July 27, 1973 and recorded at Page 645 through 6454, inclusive, of Book 46 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, Declarant, in order to preserve and promote the private residential character of the premises in accordance with the plan of development expressed in said Declaration is desirous of annexing the first above described premises to said Declaration and subjecting said premises to all the terms and conditions thereof in the manner provided in Section 4 of Article X of said Declaration;

NOW, THEREFORE, in consideration of the matters herein recited, Declarant does hereby declare as follows, to-wit:

ITEM I

A. THE PREMISES

1. Residential Property. Certain of the real property subject to this Supplementary Declaration and legally described as : All of Lots 1 through 91 of Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, is and will acquired, conveyed, devised, inherited, sold or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Supplementary Declaration and, pursuant to Section 4 of Article X thereof, to all conditions and other terms imposed upon any "Lot", as therein defined at Section 5 of Article I thereof in said Declaration.

47-225A

Said Common Area, though now owned by Declarant and notwithstanding subsequent conveyances to an owner will, during the term of these covenants, nevertheless by subject to an easement for the common use and enjoyment (as defined in the Declaration), and Declarant hereby and by these presents grants to said owners a right and easement of enjoyment in and to the common area which is located as above described on all Lots within the properties which easement shall be appurtenant to and shall pass with the title to every Lot, and will be and become subject to each and every restriction, easement and condition therein imposed upon the common area by said Declaration or as amended by Amendments to Declaration.

3. Association. The involved property is and will be, through January 1, 1990, or for such longer or other period as may otherwise be fixed, included in membership in Association as a benefit or burden running with and charge upon the ownership of each lot, pursuant to Article I through Article VII, inclusive, of said Declaration or as amended by Amendments to said Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration at Omaha, Douglas County, Nebraska.

VIKING CONSTRUCTION INC.
a Nebraska corporation

Attest:



James J. Buehler By *Eric Dahlbeck*
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a Notary Public qualified for said county and state, personally came ERIC DAHLBECK, JR., President of Viking Construction Construction Co., Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing Supplementary Declaration, and scknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Viking Construction, Inc.

AMENDED DECLARATION

THIS AMENDED DECLARATION made on the date hereinafter set forth by THE MEADOWS, INC., the owner as of the date hereof of in excess of eighty per cent (80%) of all the lots contained in the following described subdivisions of real estate, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive, of Meadows Replat II of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, Declarant caused to be executed a certain Declaration, dated July 27 1973, and filed at Page 645 through Page 645 H, inclusive, of Book 47 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, the Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

The Meadows Inc, Galaxy Construction Co, and Viking Construction Inc

WHEREAS, Declarant, ^{*The Meadows Inc, Galaxy Construction Co, and Viking Construction Inc*} in the manner provided in said Declaration, did annex to said Declaration certain real estate extending to each lot so annexed all terms and conditions of said Declaration which Supplementary Declaration was dated April 22 1974 and filed at Page 229 through Page 225, inclusive, of Book 47 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, said Declaration provides for Amendment of the Declaration by instrument signed by eighty per cent (80%) or more of the lot owners and Declarant is the owner of in excess of eighty per cent (80%) of the lots subject to said Declaration and it is the desire of Declarant to make certain amendments, additions and clarifications to said covenants for the purpose of protecting the value and desirability of all of said real estate,

NOW, THEREFORE, in consideration of the foregoing preambles, the undersigned declares that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of, for addition to and in clarification of the easements, restrictions, covenants and conditions contained in said Declaration to the extent and only to the extent that the same are inconsistent therewith:

ARTICLE I

DEFINITIONS

47-2264

Section 4. "Common Area" shall mean all real property on the properties exclusive of the real property on which is located any building, fenced patio or driveway originally located on the properties by Declarant or by any assigns of Declarant under assignment pursuant to Section 7 of this Article I. The common area, though now owned by Declarant and notwithstanding subsequent conveyance to an Owner will during the term of these covenants nevertheless subject to an easement for the common use and enjoyment of all Owners. The Common Area also includes but it not limited to All of Lot 61 of the Meadows Replat of Lot 9, The Meadows upon which lot no buildings shall be located.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 90% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 90% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to THE MEADOWS, INC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have and there is hereby granted to said owners a right and easement of enjoyment in and to the Common Area which is located as above described on all Lots within the properties which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

47-226B

themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership upon the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein 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 to pay to the Association: (1) Regular annual maintenance assessments or charges, for the purposes hereinafter set forth in Section 2. hereof, (2) Regular Assessments for Insurance on the Properties, and (3) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or 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. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject

47-22

upon any dwelling or any Lot in the properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 25% of the regular assessment due for each improved lot. The Budget and Assessments shall be approved and ratified by the Directors at the Annual Meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Assessments For Insurance. In addition to the regular maintenance assessments, the Association shall levy assessment on each improved lot for the portion of Insurance premium due with respect to said lot as hereinafter provided in Article VIII hereof, which assessment shall be paid each month along with the Regular Assessment with respect to said Lot.

Section 5. 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 Thirty Dollars (\$30.00) per Lot.

(a) 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 each year not more than five per cent (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 per cent (5%) by a vote of two-thirds (2/3) 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 an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments

41-2066

due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 90% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, the first Regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. 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 rate of nine (9) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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 or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

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

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, to the extent the same is not covered by insurance, any Owner who has used the wall may restore it and shall have and there is hereby created an easement over the premises of the adjoining landowner for the purpose of construction of said wall, and if the other Owners thereafter make any use of the wall by commencement of construction on his premises adjoining said wall they shall contribute to the cost of restoration thereof in the proportion in which the adjoining owners use the wall 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 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with 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 successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party

In all cases of arbitration, the parties hereto shall each pay the expense of its own Attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

47-229

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 7. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VIII

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual lots. The insurance shall cover all buildings and improvements upon the land originally constructed thereon by Declarant in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. Unless specifically requested by the owner of any lot, the Association need not procure insurance covering any additional improvements made to the premises by an owner subsequent to the original purchase of said lot from the Declarant. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the properties, the Association and its employees.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any lot, insurance upon the personal property, furnishings and improvements located

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of the buildings and improvements. In such case should the owner so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each owner in accordance with his pro rata share of the loss sustained by the damage or casualty for which the proceeds shall be payable, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each lot, next towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said premises and the filling and leveling of said lot, and the remainder shall then be paid to such owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the owners of the damaged improvements. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the working fund for the Association.

Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ARTICLE IX

ACCESS

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

ARTICLE X

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 any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order

Section 4. Annexation. Additional land within the area described as Meadows Replat II and Meadows Replat III, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of the members of the Association within five (5) years of the date of this instrument by executing and recording with the Register of Deeds of Sarpy County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accomodation of the different character of such property but not inconsistent with the residential character of Meadows Replat II and Meadows Replat III; provided, however, that as long as there is a declarant class of voters, annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions may only be made with the written approval of the Federal Housing Administration or Veterans Administration.

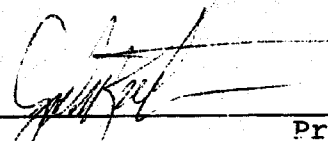
IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 19th day of April, 1974.

Attest:

THE MEADOWS, INC.

State of Nebraska,
County of Sarpy,

By



President

Assistant Secretary

ON This 19th day of April 1974 before me a Notary Public in and for said County and State personally appeared Joel M. Kallman and Diane Erickson to me known to be the president and Assistant Secretary of THE MEADOWS, Inc. and to me personally known to be the persons whose names are affixed to the above Declaration and a knowledge of the undersigned being the owners of the real estate described below as set forth opposite our respective names being the owners of certain lots in The Meadows Replat of Lot 9, The Meadows, here by join in the above and foregoing Declaration and consent and agree to the above and foregoing terms thereof.

Joice A. Beernink Lot 26

Diane J. Kelly Lot 42

John Ellman Lot 10

Sara M. Thomas Lot 10.

Walter L. Linton Lot 9

William E. Gohm Lot 9

Notary
(Seal)
My Commission expires 12-31-75
Witness my hand and seal in said County and State this 19th day of April 1974.
Notary Public
[Signature]

49-281

SECOND AMENDED DECLARATION
AND RELEASE

THIS SECOND AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners of the date hereof of in excess of eighty per cent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive of The Meadows Replat III, a replat of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat II, a replat of Lot 7, The Meadows; All of Meadows Replat IV, a replat of Lot 5, The Meadows, subdivisions, in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain of the undersigned, executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, since the date of execution of Declaration, Supplementary Declaration and Amended Declaration, certain economic and market changes have occurred which make it impractical to anticipate development of certain of the area in the manner consistent with the intent of said Declaration, Supplementary Declaration and Amended Declaration; and

or more of the Lot owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of eighty per cent (80%) of the lots subject to said Declaration, and it is the desire of Declarant to make certain amendments to said Declaration and to release from said Declaration certain of the above real estate.

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

A. RELEASE

That the Declaration, the Supplementary Declaration, the Amended Declaration, and any other protective covenants, easements, restrictions and conditions heretofore existing be waived and discharged as to all of the real estate first described above, except, however, that said Declaration as amended hereinafter shall continue to apply to all the real estate described in Article I, Section 3 of Part B of this Second Amended Declaration and Release.

B. AMENDMENTS

That the owners of the real estate described hereinbelow in Article I, Section 3 hereof do hereby amend the Declaration, the Supplementary Declaration and the Amended Declaration to the effect that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of the easements, restrictions, covenants and conditions contained in the Declaration, Supplementary Declaration and Amended Declaration, and that the following easements, restrictions, covenants and conditions instead be applied to the real estate described in Article I, Section 3 hereof:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but 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 estate located in Sarpy County, Nebraska, and legally described as follows:

of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86. The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9 Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska.

covenants by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants, as above described, is hereby waived and discharged, it being the intention that the property described immediately hereinabove is the only property subject to the covenants herein contained.

Section 4. "Common Area" shall mean all of that portion of the Properties which is described and drawn on Exhibits "A" through "E" attached hereto and incorporated herein by this reference. The Common Area is subject to an easement for the common use and enjoyment of all Owners. Any description of Common Area not included in Exhibits "A" through "E" heretofore existing on any of the real estate first described above by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants as hereinabove referred to is hereby waived and discharged.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision, plat or replat of the Properties, with the exception of the Common Area and structures.

Section 6. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or util-

unless written notice of the proposed action is sent to every Owner not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowners' use and reasonable access to the recreational facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(d) the right of the Association to limit the number of guests of Owners on recreational facilities;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, guests or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant will convey fee simple title to the Common Area described as Lot 61, The Meadows Replat, a Replat of Lot 9, The Meadows, as surveyed, platted and recorded, to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

(a) "Resident Members" shall be all Owners with exception for 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, whether 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 to pay to the Association: (1) Regular annual maintenance assessments or changes for the purposes hereinafter set forth in Section 2 hereof; and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or 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. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment, or any work covered by Article IX(b). In the event that the need for maintenance or repair is caused through the willful

49-281K

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Maximum Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot, per month.

(a) From and after January 1, 1975, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) 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 in an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray, in whole or in part, any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy, with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot until the said assessment shall be paid in full.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all Lots on January 1, 1975. 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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 rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or 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 or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by

notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. 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 other 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 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with 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 successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expenses of its own attorneys and witness fees, and all other expenses of such arbitration shall be divided equally between the parties.

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or

(b) to any portion of a building used for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the Properties; or

(c) to any portion of a building used by Delarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the Properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the Properties. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties; provided that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 7. Temporary Structures. No trailer, basement

they deem necessary for the purposes of selling, renting or leasing the Properties.

ARTICLE VIII

ACCESS

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

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

(a) To keep the buildings on said Lot insured in a company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty per cent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.

(b) If a building on any lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

ARTICLE X

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 any Owner to enforce any

71-001...

order shall in no way affect any other provision 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 the 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a class of Resident Members who do not enjoy an equal vote with the Declarant 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 24th day of May, 1976.

LOTS LOCATED IN MEADOWS
REPLAT, A REPLAT OF LOT
9, THE MEADOWS SUBDIVI-
SION IN SARPY COUNTY,
NEBRASKA

Lot 1

Larry Palmer
husband and wife

Karen B. Palmer

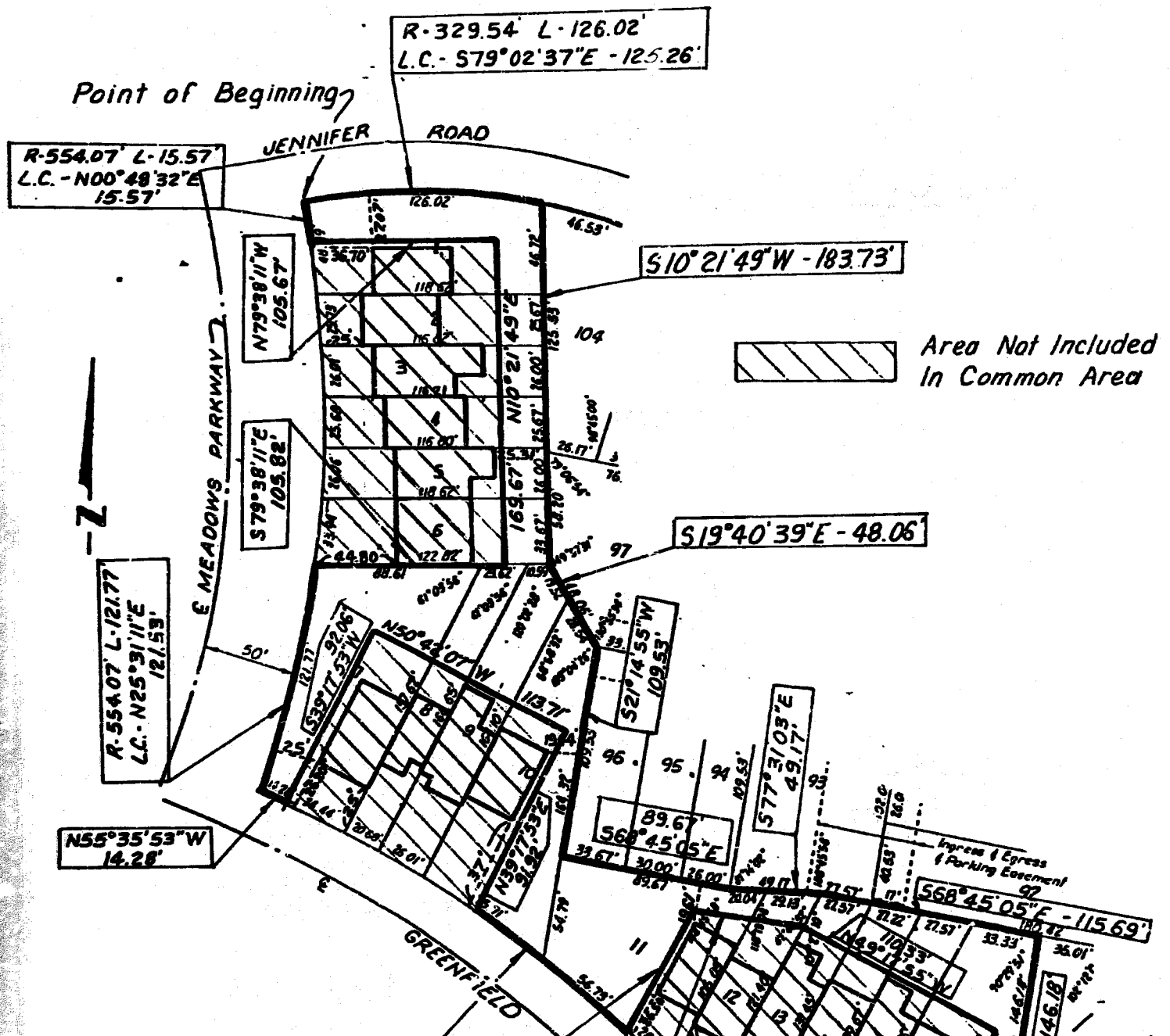
Lot 2

Frank M. Kozie
husband and wife

Linda M. Kozie

Lot 3

See Attached Sheet For Legal Description.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

49-2815
EXHIBIT "A" PAGE 2

A part of Lots 1 thru 16, inclusive, The Meadows Replat III, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

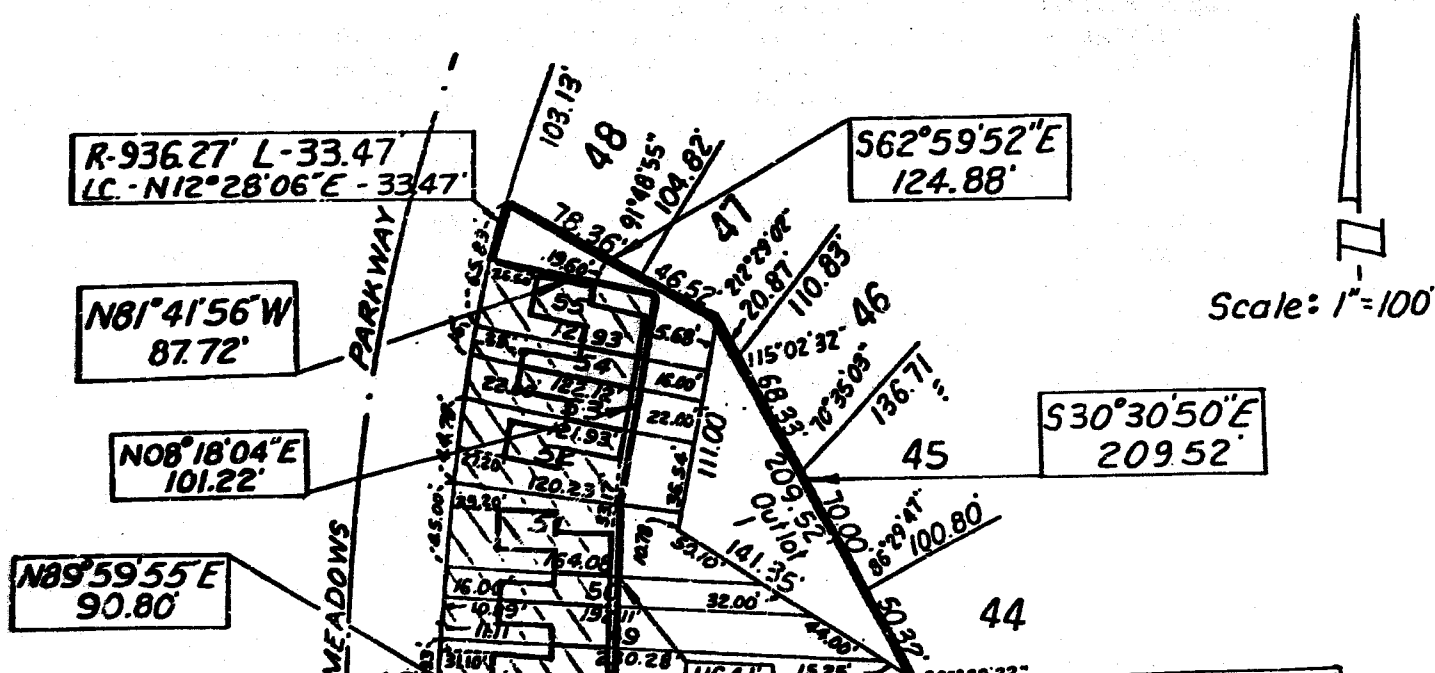
Beginning at the point of intersection of the Easterly right-of-way line of Meadows Parkway and the Southerly right-of-way line of Jennifer Road, said point also being the Northwestern corner of said Lot 1, The Meadows Replat III; thence Southeasterly, along said Southerly right-of-way line of Jennifer Road, on a curve to the right with a radius of 329.54 feet a distance of 126.02 feet, said curve having a long chord which bears S79°02'37"E a distance of 125.26 feet to the Northeasterly corner of said Lot 1, The Meadows Replat III; thence S10°21'49"W, along the Easterly line of said Lots 1 thru 6, inclusive, The Meadows Replat III, a distance of 183.73 feet to the Southeasterly corner of said Lot 6, The Meadows Replat III; thence S19°40'39"E, along the Southwesterly line of Lot 97, The Meadows Replat III, a distance of 48.06 feet to the Northwestern corner of Lot 96, The Meadows Replat III; thence S21°14'55"W, along the Westerly line of said Lot 96, The Meadows Replat III, a distance of 109.53 feet to the Southwesterly corner of said Lot 96, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 11, The Meadows Replat III, a distance of 89.67 feet to the Southeasterly corner of Lot 94, The Meadows Replat III; thence S77°31'03"E, along the Southerly line of Lot 93, The Meadows Replat III, a distance of 49.17 feet to the Northeasterly corner of said Lot 12, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 13 thru 16, inclusive, The Meadows Replat III, a distance of 115.69 feet to the Northeasterly corner of said Lot 16, The Meadows Replat III; thence S20°45'04"W, along the Easterly line of said Lot 16, The Meadows Replat III, a distance of 146.18 feet to a point on the Northeasterly right-of-way line of Greenfield Road, said point also being the Southeasterly corner of said Lot 16, The Meadows Replat III; thence Northwestery, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the right with a radius of 389.69 feet a distance of 50.68 feet, said curve having a long chord which bears N65°31'23"W a distance of 50.64 feet; thence N40°42'05"E a distance of 93.82 feet; thence N49°17'55"W a distance of 110.33 feet; thence N68°13'16"W a distance of 61.67 feet; thence S40°42'05"W a distance of 73.87 feet to a point on said Northeasterly right-of-way line of Greenfield Road; thence Northwestery, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 676.17 feet a distance of 95.02 feet, said curve having a long chord which bears N41°55'40"W a distance of 94.88 feet; thence N39°17'53"E a distance of 91.92 feet; thence N50°42'07"W a distance of 113.71 feet; thence S39°17'53"W a distance of 92.06 feet to the point on said Northeasterly right-of-way line of Greenfield Road; thence N55°35'53"W, along said Northeasterly right-of-way line of Greenfield Road, a distance of 14.28 feet to the point of intersection of said Northeasterly right-of-way line of Greenfield Road and said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 121.77 feet, said curve having a long chord which bears N25°31'11"E a distance of 121.53 feet to the Southwesterly corner of said Lot 6, The Meadows Replat III; thence S79°38'11"E, along the Southerly line of said Lot 6, The Meadows Replat III, a distance of 105.82 feet; thence N10°21'49"E a distance of 169.67 feet; thence N79°38'11"W a distance of 105.67 feet to a point on said Easterly right-of-way line of Meadows Parkway; thence Northerly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 15.57 feet, said curve having a long chord which bears N00°48'32"E a distance of 15.57 feet to the Point of Beginning.

EXHIBIT "B" 49-287

LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

A part of Lots 48 thru 55, inclusive, The Meadows Replat IV, and all of Outlot 1, The Meadows Replat VI, said subdivision being located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 48, The Meadows Replat IV; thence $N00^{\circ}00'05''W$ (assumed bearing), along the Easterly right-of-way line of Meadows Parkway, a distance of 13.00 feet; thence $N89^{\circ}59'55''E$ a distance of 90.80 feet; thence $N00^{\circ}00'05''W$ a distance of 116.41 feet; thence $N08^{\circ}18'04''E$ a distance of 101.22 feet; thence $N81^{\circ}41'56''W$ a distance of 87.72 feet, to a point on said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the right with a radius of 936.27 feet a distance of 33.47 feet, said curve having a long chord which bears $N12^{\circ}28'06''E$ a distance of 33.47 feet, to the Northwestern corner of said Lot 55, The Meadows Replat IV; thence $S62^{\circ}59'52''E$, along the Northerly line of said Lot 55, The Meadows Replat IV, a distance of 124.88 feet, to the Northeasterly corner of said Lot 55, The Meadows Replat IV; thence $S30^{\circ}30'50''E$, along the Northeasterly line of said Outlot 1, The Meadows Replat VI, a distance of 209.52 feet to the Southeasterly corner of said Outlot 1, The Meadows Replat VI; thence $S24^{\circ}59'43''W$, along the Easterly line of said Lot 48, The Meadows Replat IV, a distance of 41.60 feet to the Southeast corner of said Lot 48, The Meadows Replat IV; thence $S89^{\circ}59'55''W$, along the South line of said Lot 48, The Meadows Replat IV, a distance of 225.91 feet to the Point of Beginning.

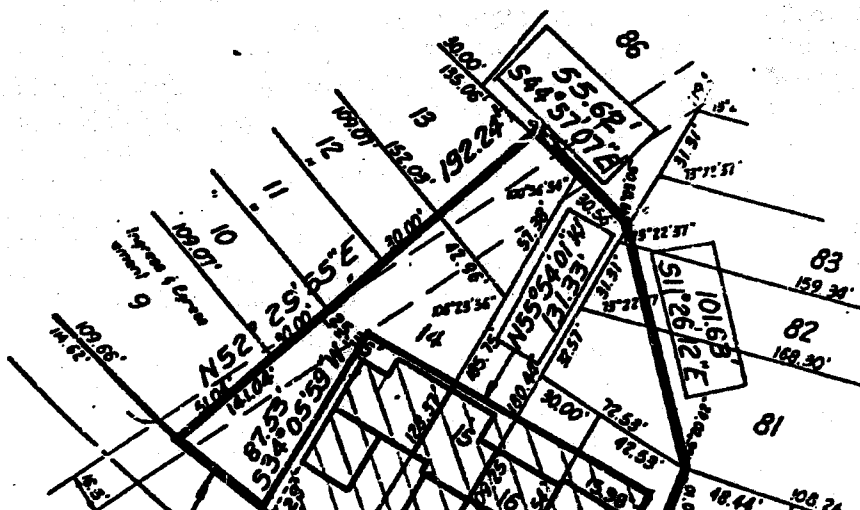


LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT "C"
49-281 U

A part of Lot 13, part of Lots 14 thru 17, inclusive, and part of Lots 81 thru 83, inclusive, all in The Meadows Replat II, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86, The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II; thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning.

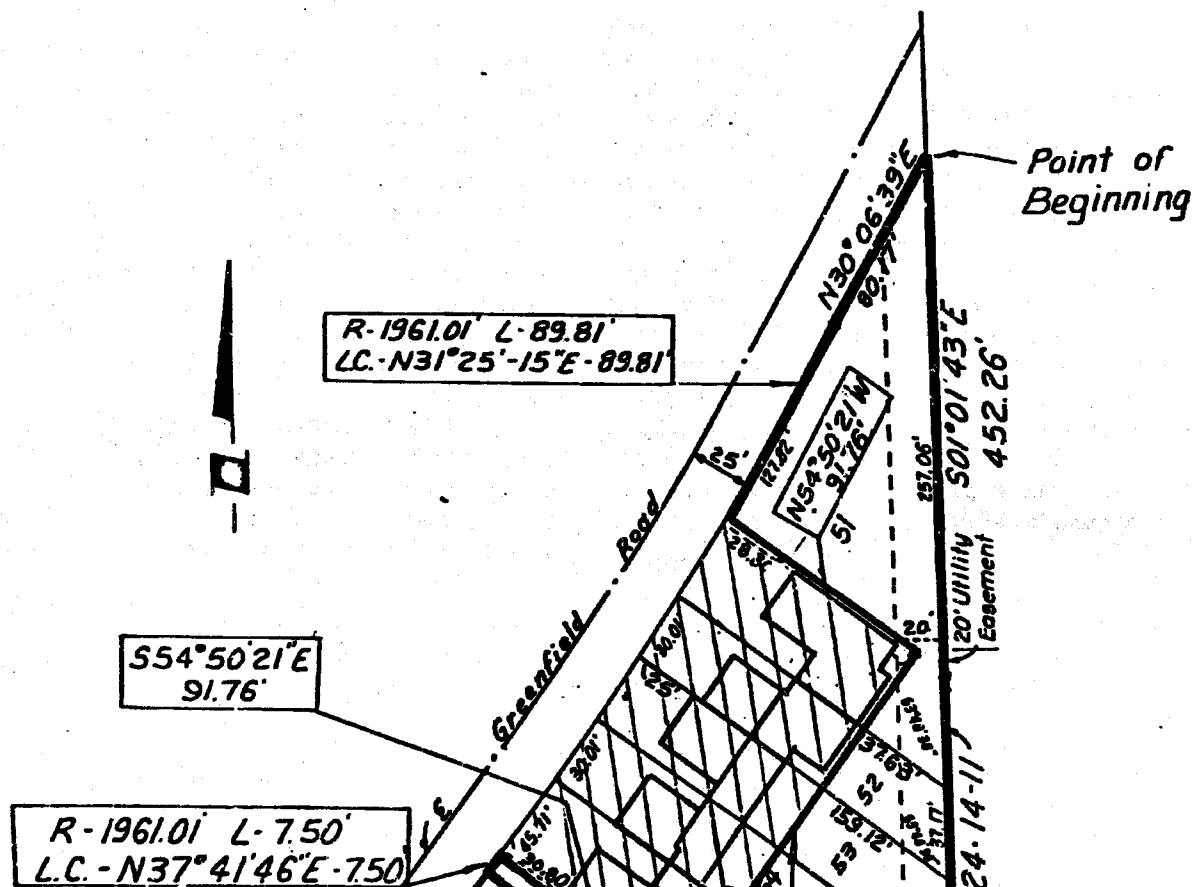


LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT D.
4-281V

A part of Lots 51 thru 55, inclusive, The Meadows Replat II, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the East line of said NW 1/4 of Section 24 and the Southeasterly right-of-way line of Greenfield Road, said point also being the Northerly corner of said Lot 51, The Meadows Replat II; thence S01° 01'43"E (assumed bearing), along said East line of the NW 1/4 of Section 24, a distance of 452.26 feet, to the Southerly corner of said Lot 55, The Meadows Replat II; thence N49°53'21"W, along the Southwesterly line of said Lot 55, The Meadows Replat II, a distance of 255.42 feet to a point on said Southeasterly right-of-way line of Greenfield Road; thence Northeasterly, along said Southeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 1961.01 feet a distance of 7.50 feet, said curve having a long chord which bears N37°41'46"E a distance of 7.50 feet; thence S54°50'21"E a distance of 91.76 feet; thence N35°09'39"E a distance of 166.00 feet; thence N54°50'21"W a distance of 91.76 feet, to a point on said Southeasterly rightofway line of Greenfield Road; thence, along said Southeasterly rightofway line of Greenfield Road on the following described courses; thence Northeasterly, on a curve to the left with a radius of 1961.01 feet a distance of 89.81 feet, said curve having a long chord which bears N31°25'15"E a distance of 89.81 feet; thence N30°06'39"E a distance of 80.17 feet, to the Point of Beginning.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT "E"
49-281W

All of Lot 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

