

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 31, INCLUSIVE,
OF RALSTON VILLAGE, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED
IN THE CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made this 9th day of December,
1986, by DONALD M. VERVAECKE, and MICHAEL McCORMACK, who are
hereinafter referred to as "Declarant". When the word
"Declarant" is used herein, it shall mean either or DONALD M.
VERVAECKE or MICHAEL McCORMACK, or their assignees.

WITNESSETH:

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

**Lots 1 through 31, inclusive, Ralston Village, a
subdivision of the City of Ralston as surveyed,
platted and recorded in Douglas County, Nebraska.**

WHEREAS, the Declarant will convey said lots, subject
to certain protective covenants, conditions, restrictions,
reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all
of the lots described above shall be held, sold and conveyed
subject to the following restrictions, covenants and conditions,
all of which are for the purpose of enhancing and protecting the
value, desirability and attractiveness of said lots. These
covenants, restrictions and conditions shall run with said real
property, and shall be binding upon all parties having or

acquiring any right, title or interest in thereof has above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by Declarant. The building, structure or alteration hereinafter referred to shall be constructed in accordance with said plans and specifications, and any changes shall be approved in writing by Declarant or his assigns. The plans and specifications submitted shall include:

Plot Plans
Grading Plans
Construction Plans and Specifications
Exterior Color and/or Materials

Declarant shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grade; provided that Declarant and his designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character, plan and scheme for development of the subdivision. The approval or disapproval of Declarant or his designee as required in these covenants shall be in writing. Failure of Declarant or his

designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval as shown in the submitted plan shall operate to release such binding plan from the provisions of this paragraph.

2. No lot shall be used except for residential purposes.

3. All buildings shall comply with the Plan Unit Development as filed and approved by the City of Ralston, or any subsequent amendments to the Plan Unit Development as approved by the City of Ralston.

There will be a minimum of ten feet between each building as they are constructed on the lot.

4. Dwellings shall not be moved from outside of Ralston Village onto any lot.

5. No structure of any temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon; moved upon the lot, or used temporarily or permanently as a residence.

6. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded to interfere with such water drainage plan nor cause damage to the building or neighboring building or lots. No planting or other materials shall be placed or be permitted to remain or other activities undertaken which may damage or interfere with storm drainage, create erosion or sliding problems, or which may

change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels.

7. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or be permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by Declarant. Dog runs shall be placed at the rear of the building. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the single dog house set out herein.

8. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pickup purposes. During the period of construction, however, there may be occasions when it will be necessary to have temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind

whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. All exterior air-conditioning condenser units shall be placed in the rear or side yard.

No accessory buildings of any type shall be permitted on any lot.

No Satellite TV Dishes shall be allowed without the written consent of all lots abutting the lot where the TV dish is located. Any satellite TV dish must be constructed and maintained so that it cannot be seen from any street.

9. No boat, camping trailer, campers (if removed from the carrying vehicle), auto-drawn trailers of any kind, mobile or motor home, snowmobile, truck, bus, motorcycle, grading or excavating equipment or other heavy machinery or equipment, or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time. This restriction shall not apply to trucks or commercial vehicles within the properties which are necessary for the construction of residential dwellings or maintenance of the same. Boats, campers, or mobile or motor homes may be parked on the property for a period not to exceed seven days without securing approval as set out above.

10. All lots shall be kept free from rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing.

11. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall any activity be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke, vibration and radiation. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of the adjacent property.

13. No sign, billboard or other structure advertising or the display of advertising material of any kind shall be erected, placed or permitted to remain on any lot except that real estate "For Sale" or "For Rent" signs shall be permitted temporarily in the yard of dwellings which are being offered for sale or rent.

14. Fences are permitted as long as they are no further forward than the front line of the home and do not exceed six (6) feet in height. Solid shrubbery is considered in the same category as a fence. Type of construction for fences

will be subject to approval of Declarant. All fences must be in compliance with the building codes of the City of Ralston.

15. A dwelling on which construction has begun must be completed within one year from the date the foundation was dug for said dwelling.

16. No Home Occupations shall be permitted other than those enumerated in the Ralston City Code.

17. Vegetable gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

18. Within six (6) months of the completion of the building on each lot, the owner shall cause to be planted in the yard of each lot one tree of at least one and one-half (1 1/2") inches in diameter. In addition, the owner shall sod all area in front of the dwelling within six (6) months of the date the building is completed.

20. A perpetual license and easement is hereby reserved in favor of and granted to the purveyors of telephone service, electric service, gas and water service and cable TV, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities for the caring and transmission of the same as shown in the final plat as approved by the City of Ralston, and any subsequent modifications thereto. An easement is also granted to the United States Postal Service to place "Cluster Mail Boxes" on such lots as are determined by the United States

Postal Service to be necessary. No permanent building shall be placed in or on perpetual easements, but the same may be used for gardens, shrubs, sidewalks, driveways, landscaping and other purposes that do not then or later interfere with the aforesaid uses of rights herein granted.

21. Easements for sewers shall be as shown on the Plat.

22. Telephone, electric power and cable TV shall all be underground.

23. Each lot owner shall be required to be a member of the Ralston Village Homeowners Association. The use of the "open area" owned by said Association shall be governed by the By-Laws, Rules and Regulations of said Association. Each lot owner shall promptly pay any assessments by the Association and, if not so paid, said assessments shall become a lien upon the individual lot as provided in the Deed, By-Laws, and Rules and Regulations of said Association, together with any subsequent amendments thereto.

24. Notwithstanding any provisions herein contained to the contrary, it is expressly permissible for a builder of said building to maintain during the period of construction and sale of said buildings upon such portion of the premises as such builder may be reasonably required, convenient or incidental to the construction and sale of said buildings, including, but not

limited to, a business office, a storage area, construction yards, signs, model units and sales office.

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

26. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

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

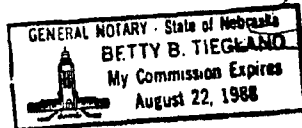
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 9th day of December 1986.

Donald M. Vervaecke
Donald M. Vervaecke

Michael McCormack
Michael McCormack

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 9 day of Dec, 1986, before me, the undersigned, a Notary Public in and for said County, personally came Michael McCormack and Donald M. Vervaecke, both of whom are personally known to me, and acknowledged the execution of the foregoing to be their voluntary act and deed.



Betty B. Tieglund
Notary Public

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DOUGLAS COUNTY, NEBR.

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BY-LAWS OF THE
RALSTON VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I.

These are the By-Laws of the Ralston Village Homeowners Association, a Nebraska non-profit corporation with it's registered offices at 5700 South 77th Street, Omaha, Nebraska 68127.

ARTICLE II.

Seal. The Corporate Seal shall bear the name of the corporation and the words "Ralston Village Homeowners Association, a Nebraska Corporation Seal".

ARTICLE III.

Membership. This corporation has been organized to provide a means of management for the "Open Space" being deeded to the Association within the subdivision known as Ralston Village. Membership in this Association shall be limited to the persons who own Lots 1 through 31, inclusive, in Ralston Village, a subdivision of the City of Ralston, Douglas County, Nebraska.

ARTICLE IV.

Voting. The votes on behalf of a lot shall be in person or by record owner thereof, or by proxy, but if a lot is owned by more than one person or by a Corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a Certificate signed by all the owners of the lot and filed with the Board of Trustees of the Association prior to the commencement of any meeting where such proxuy is to be exercised or vote to cast. Title to the lots may be taken in the name of one individual or in the names of two or more persons, as tenants in common or as joint tenants, or in the name of the corporation or a partnership, or in the name of a fiduciary, but each lot shall have only one vote.

ARTICLE V.

The property covered by the By-Laws is legally described as follows:

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Lot 32, Ralston Village, City of Ralston, as surveyed, platted and recorded in Douglas County, Nebraska

ARTICLE VI.

The term "lot owner" shall include all present and future owners, mortgagees, lessees and occupants of the individual lots 1 through 31, inclusive, in Ralston Village, and the use of the property by these persons or entities shall be governed by the these By-Laws. If these By-Laws are amended, such amendments shall not be binding upon any existing mortgage holder of record unless said mortgage holder has agreed to said amendment in writing.

The acceptance of a Deed or conveyance or a Mortgage to Lots 1 through 31, inclusive, in Ralston Village, or the entering into a Lease or the act of occupancy of a lot, shall constitute an agreement that these By-Laws and the Rules and Regulations of the Ralston Village Homeowners Association, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE VII.

Real estate owned by the Association is for the exclusive use of the owners of Lots 1 through 31, inclusive, of Ralston Village, their families, guests, tenants, servants and invitees. The Association shall from time to time establish rules and regulations for the use of said area. The Association shall have sole jurisdiction over and responsibility for alterations, improvements, repairs, maintenance and insurance for said area.

ARTICLE VIII.

Assessments. The Board of Trustees shall assess against the owners of Lots 1 through 31, inclusive, Ralston Village, on a per lot basis, the costs of the ownership and operation of the "open space" owned by the Association, which shall include, but not be limited to, insurance, maintenance, reserves, and any other expenses incurred by the Association made pursuant to the By-Laws. Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate from the due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his lot, and upon the recording of this lien by the Association in the office of the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all

other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the owner's lot and except prior duly recorded mortgage and lien instruments.

ARTICLE IX.

Amendments. These By-Laws may be amended from time to time upon a vote of 70% of the lot owners.

ARTICLE X.

It shall be the duty of the Secretary of the Board of Trustees to mail or personally deliver a written notice of the initial and each annual or special meeting of the Association to all lot owners at least ten (10) days but not more than 50 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner of record, at his lot address or such other address as such lot owner shall have designated by notice in writing to the Secretary of the Board of Trustees. The mailing or personal delivery of a notice of meeting in the manner provided by this Section shall be considered a service of notice.

ARTICLE XI.

Quorum. A quorum for Association lot owners' meetings shall consist of the presence, in person or by proxy, of lot owners holding a majority of the number of lots comprising the Association.

ARTICLE XII.

The Board of Trustees. The affairs of the Association shall be governed by the Board of Trustees, whom shall be elected as provided herein. The powers and duties of the Board of Trustees shall include, but shall not be limited to the following:

- a. Operation, care, upkeep and maintenance of the "open space".
- b. Determination of the common expense required for the affairs of the Association, including, without limitation, the operation and maintenance of the "open space".
- c. Collection of assessments from lot owners.
- d. Employment and dismissal of personnel necessary for the maintenance and operation of the "open space".

- e. Adoption, amendment and publication of rules and regulations covering the details of the operation and use of the "open space".
- f. Opening of bank accounts on behalf of the Association and designating the signatures required therefore.
- g. Obtaining the insurance for the "open space" together with any activities conducted thereon.
- h. Making of repairs, additions and improvements to, or alterations of, the "open space" in accordance with these By-Laws.

ARTICLE XIII.

Budget and Assessments. Commencing in April, 1987, the Board of Trustees shall adopt a budget for each fiscal year, which budget shall be based upon the reasonable estimate of funds required to defray expenses of the Association for the upcoming fiscal year. A proposed levy for each lot shall then be prepared based upon the proposed budget. Annual increases in the annual assessment may not exceed 10% of the previous years' annual assessment without the prior approval of the owners of lots constituting a majority of lots of the lots within Ralston Village.

The budget, and any amendments thereto, shall be mailed to each lot owner.

ARTICLE XIV.

Insurance. The Board of Trustees shall obtain and maintain, to the extent obtainable, the following insurance: Vandalism and malicious mischief; public liability insurance in such limits as the Board of Trustees may from time to time determine, and such other insurance as the Board of Trustees deem advisable.

ARTICLE XV.

Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect the balance of these By-Laws.

Dated this 9th day of December, 1986.

RALSTON VILLAGE HOMEOWNERS
ASSOCIATION

BY Donald M. Vawter
Board of Trustee

Arthur L. Vawter
Board of Trustee

Michael M. Vawter
Board of Trustee

AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LOTS 1-31, INCLUSIVE,
OF RALSTON VILLAGE, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED IN THE
CITY OF RALSTON, DOUGLAS COUNTY, NEBRASKA

GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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This amendment, made this 30th day of July, 1987, is made by Donald M. Vervaecke and Michael McCormack, hereinafter referred to as "Declarant", who are the owners of Lots 1-31, inclusive, Ralston Village, and are intended to amend the Declaration of Covenants, Conditions and Restrictions for Lots 1-31, Ralston Village, dated December 9, 1986, and filed at Book 811 Page 500 through 509 of the records of the Register of Deeds of Douglas County, Nebraska. The amendments are as follows:

1. No. 21 of the original Covenants, Conditions and Restrictions dated December 9, 1986 is hereby deleted, and in its place and stead No. 21 shall read:

Easements for sewers are hereby granted as shown on the plat signed by Declarant November 18, 1986.

2. No. 23 of the original Covenants, Conditions and Restrictions dated December 9, 1986 is hereby deleted, and in its place and stead shall read:

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Ralston Village Homeowners Association, it's successors and assigns.

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 one or more

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lots among Lots 1 through 31, inclusive, Ralston Village, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described as Lots 1 through 31, inclusive, Ralston Village, and in such additions thereto as may here after be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the association for the common use and enjoyment of the owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 32, Ralston Village, a subdivision to the City of Ralston, as surveyed, platted and recorded in Douglas County, Nebraska, except the portion of Lot 32 described as a tract of land commencing at the southwest corner of Lot 32, Ralston Village, as the Point of Beginning; thence north $00^{\circ}06'15''$ west a Distance of 71.60 feet; thence south $72^{\circ}47'35''$ east a distance of 85.90 feet; thence south $00^{\circ}06'39''$ east a distance of 46.41 feet to a point on the south line of said Lot 32; thence north $85^{\circ}50'49''$ west along the south line of said Lot 32 a distance of 82.01 feet to the Point of Beginning.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of Ralston Village with the exception of the following: Lot 33; the Common Area, vacated Ralston Avenue, and that portion of Lot 32 described as a tract of land commencing at the southwest corner of Lot 32, Ralston Village, as the Point of Beginning; thence north $00^{\circ}06'15''$ west a Distance of 71.60 feet; thence south $72^{\circ}47'35''$ east a distance of 85.90 feet; thence south $00^{\circ}06'39''$ east a distance of 46.41 feet to a point on the south line of said Lot 32; thence north $85^{\circ}50'49''$ west along the south line of said Lot 32 a distance of 82.01 feet to the Point of Beginning.

Section 6. "Declarant" shall mean and refer to Donald M. Vervaecke and Michael McCormack, their successors and assigns; if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owners shall have a right and easement of enjoyment into 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- 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 it's published rules and regulations;
- C. 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 agreeing to such dedication or transfer signed by 75% of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of the family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall all be Owners, with the exceptions of the Declarant, and shall be entitled to one (1) 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On July 1, 1991.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Lots 1 through 31, inclusive, Ralston Village, and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 per Lot.

- A. From and after January 1st 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 5% above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of 75% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to, provided that any such assessment shall have the assent of 75% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum of the proceeding meeting. No such subsequent meetings shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be reflected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment 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 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien 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 effect 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 such assessments thereafter becoming due or from the lien thereof.

3. Section 26 shall be amended by deleting the entire paragraph and substituting therefore the following:

The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date of this Declaration as recorded after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

4. There shall be added to these Covenants the following:

28. Annexation. Additional residential property and Common Area may be annexed to Lots 31-38 with the consent of 2/3rd of each class of members.

29. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Lots or Common Area of additional Lots or area, dedication of Common Area and amendment

of this Declaration of Covenants, Conditions and Restrictions.

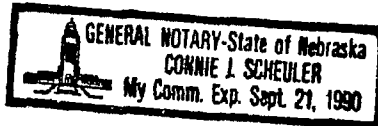
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set their hand and seal this 30th day of July, 1987.

Donald M. Vervaecke
Donald M. Vervaecke, Declarant

Michael McCormack
Michael McCormack, Declarant

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 30th day of July, 1987, before me, the undersigned, a Notary Public in and for said County, personally appeared Donald M. Vervaecke and Michael McCormack, both of whom are personally known to me, and acknowledged the execution of the foregoing to be their voluntary act and deed.



Connie J. Scheuler
Notary Public