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Register of Deeds, Douglas County, NE
12/9/2005 09:17:20,10



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**Greenfields Nature Sanctuary
d/b/a Greenfields Homes Association
Douglas County, Omaha, Nebraska**

**Additions, Revisions, & Amendments
to
Greenfields Homes Association
Declaration of Covenants, Conditions and Restrictions
Book 631, Page 489-494**

This Declaration, made on the date set forth, by the Board of Directors of the Greenfields Homes Association (GHA), (with prior written authority of the voting Membership to modify the existing Covenants), are the lawful successors of the Dodge Development, Inc., per the Declaration of Covenants, Conditions and Restrictions, Book 631, Page 489, Section 7, Page 1, (Attachment A) and the lawful property owner of Outlot 1 (Common Area) in Greenfields Subdivision, with Warrantee Deed, Book 1647, Page 21, (Attachment B) filed with the Recorder of Deeds, Douglas County, Nebraska. In the interest of the Association Members and the public at large, the Declarant and Board of Directors of the Greenfields Nature Sanctuary (GNS), d/b/a Greenfields Homes Association exercise their authority as a Nebraska privately owned, non-profit mutual benefit Corporation with Articles of Incorporation (Instrument Number 1000415984) and Amendments (Instrument Number 1000439389) filed with the Nebraska Secretary of State; and, to satisfy the legal requirements of the United States Department of the Treasury, Internal Revenue Code as a 501 (c) (3) - 509 (a) (2) public charity EIN #73-1677490, DLN #17053139035044; hereby, modify the Declaration of Covenants, Conditions and Restrictions, to comply with disclosure laws, update legal and Membership obligations and requirements, and to further interpret, define, and clarify land use restrictions, Homeowner Member obligations, and so on and forth, for the expressed purpose regarding land usage, maintenance, and administration of the property; and, to clarify for the purposes of any public inquires and/or any and all future real estate transactions that information that runs with the land; and, hereby, up-date the Covenants of Record, Book 631, Pages 489-494, which shall continue in force with these modifications, additions, interpretations, and/or clarifications herein taking precedence, per the authorization of the Declarant below:

AUTHORIZATION TO CHANGE

Certified authorization of the Membership to change legal documents as expressed by prior written permit signed by not less than seventy-five percent of it's Members as per the Covenants, Article IX, General Provisions, Section 3, Page 5 reads per the Recorded Instrument of the Nebraska, Articles of Incorporation, Article IV, Section a, as follows:

Purpose and Powers of the Association, ...

a) operate, as per 77% assent of the Members expressed by signed instrument, and ... "maintain in perpetually the entire Common Area exclusively as a non-profit wildlife sanctuary and change the name of the Association to Greenfields Wildlife Sanctuary. [Clerical error, should read Greenfields Nature Sanctuary (GNS)]. The Board of Directors shall create and operate the Sanctuary exclusively to improve the general welfare of the wild birds and animals by conserving the environment, preparing and adopting appropriate Rules and Regulations, administering educational programs, and collecting charitable donations for the care and feeding of the birds and animals or other improvements for their welfare. The Sanctuary will operate as a separate legal entity under the direction of the Greenfields Homes Association with the Association's Board of Directors maintaining their rights of "Use Restrictions" (Article VI, Declaration of Covenants, Conditions and Restrictions). The public will be permitted to join the Sanctuary and participate in educational programs with access to the Sanctuary under the direction of the Board of Directors and Sanctuary By-Laws. The Board of Directors are to amend the Articles of Incorporation, change legal and financial documents and names, publish any material, post signs, and prepare any other documents or perform

any other tasks to reflect the dedication of the Common Area and promote it as a wildlife sanctuary for the welfare of people in general and our natural treasures. Including, scientific research regarding pocket size woodlands, and education for the humane care and prevention of cruelty to animals in our natural environment."

In addition, the Board of Directors exercises their authority to act on behalf of the Declarant, ... "for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot of any Covenant or easement granted the Association, Declaration of Covenants, Conditions and Restrictions, Article IX, Section 3, Page 5.

NAME

The Association's Trade Name is Registered (under Reference Number 1000415985) with the Nebraska Secretary of State as, "Greenfields Homes Association", with "Greenfields Nature Sanctuary" filing the application as a Nebraska non-profit mutual benefit corporation, defined generically as a private land management enterprise that conducts the business affairs of owning and operating the Greenfields Nature Sanctuary, e.g., Outlot 1 in Greenfields Subdivision, Douglas County, Omaha, Nebraska.

REGISTERED AGENT

As required by law, the name and address of the Registered Agent is on file with the Nebraska Secretary of State Corporate Division. The Association's Agent is required to respond to written inquiries for information according to the Association's fee schedule and/or actual costs of document preparation and/or services requested.

REQUESTS for SERVICE

Since 1979, Founding Fathers, Directors, and Association Homeowner Members (to keep operational costs low), created the Greenfields Homes Association and these Covenants which "run-with-the-land" and re-affirm that the Corporation has no authority or responsibilities to provide personal services to Homeowner Members and/or others. Any requests for services from individuals may or may not be honored according to the "hardship upon the resources of the Association," to satisfy the requests. With a pre-paid request for services, the Board of Directors, shall, if possible, accommodate the requests of Homeowner Members or others. The Corporation's Registered Agent (a voluntary position), shall make available for a Fee any informational documents, as permitted by law. Otherwise, all recorded public legal documents can be obtained from respective sources. Upon written request and advance notice, the Registered Agent, shall make available by appointment only, within a reasonable time, free reading of requested public access materials, during regular business hours, at the Office of the Agent, or elsewhere as convenient for the Association. Any unusual expenses or imposed hardship with the request are the responsibility of the party making the request to fund and arrange.

Should the party(s) need an answer to an inquiry(s) which is a hardship for the Association to answer, the party(s) making the request have the right to hire and pay all costs of the Association's attorney, agents, and others needed as necessary, who will work with the Directors to furnish the information requested. (Solicitation of charitable donations to fund personal requests in the name of the Association are not permitted).

Only the Directors, or their agents, have authority to respond to inquiries concerning the business affairs of the organization. And, then only in written correspondence. Verbal dialog is not recognized by the Association as it invites misinterpretation and misunderstanding. Only written dialog to specific inquires are honored. Speculative inquires (without a basis of fact) will not be honored.

Searching for wildlife information and research are the voluntary endeavors of dedicated persons. Costs of these research and / or educational activities are in part purposes of the organization. Funding will be solicited by the respective party(s) and considered charitable donations. All requests for funds (campaigns, events, activities, etc.) through charitable contributions must be approved in advance in writing by the Board of Directors with proper accounting of all funds and expenditures following accepted public accounting practices.

DESCRIPTIVE INFORMATION

GENERAL LOCATION

Greenfields Nature Sanctuary is a limited access 10 acre strip, west of 157th Street to 162th Street, between Capital Avenue and Nottingham Drive, in Greenfields Subdivision, (south of West Dodge Street and west of Boys and Girls Town), Douglas County, in Omaha, Nebraska.

GENERAL DESCRIPTION

The Sanctuary is a wooded ten acre tract of environmentally significant land which was set aside by the original owners and land developers in 1979 as a nature preserve from developed land because its' natural springs provide year-around water for wildlife. The trees and under-story of vegetation provide natural habitat and food. The land is privately owned by the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association, a Nebraska Corporation.

GENERAL PURPOSE

The Sanctuary exists for the public good by providing a safe refuge and stopping-off point for migratory birds and a haven for local birds and wildlife. And, provides supervised activities of an educational nature which promote the awareness and participation in activities to enhance our natural wildlife resources.

ASSOCIATION GOVERNMENT

Greenfields Nature Sanctuary, d/b/a Greenfields Homes Association in Douglas County, Omaha, Nebraska is a privately owned, mutual benefit, not for profit, Nebraska Corporation that owns Outlot 1 by Warranty Deed (filed with the Recorder of Deeds, Douglas County, Nebraska, Book 1647, Page 21, [Attachment B]), located in Greenfields Subdivision, Douglas County, Omaha, Nebraska.

The United States Department of the Treasury recognizes the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association, EIN #73-1677490, DLN #17053139035044, as a 501 (c) (3); 509 (a) (2) non-profit tax exempt public charity under the Internal Revenue Code. Federal, State, and Local Government, insurance company, Nebraska Games and Parks Commission, and GNS Rules and Regulations specify that Outlot 1 is to be maintained as a limited access area, maintain no trespassing requirements, and comply with the requirements as mandated by Federal IRS Code and Law. The land is not public property.

No Deed of land ownership of Outlot 1 runs with adjacent property. Therefore, the land is not the private property of individual Association Members. However, these Covenants, which run with adjacent property to the Outlot described herein, are mandatory requirements on the Homeowners to be a "shareholder" (Member) and belong to the Corporation (Association). Homeowner Membership rights are limited in similiar ways as other shareholders in a Corporation. Only in a figurative sense of speech do adjacent homeowners own "the land." What is owned is an interest in the Corporation which owns the land. As an example, a person who purchases a "share" of General Motors stock might say, "I own General Motors." And, while "shareholding" persons "share" in common ownership, no owner(s) of General Motors (even employees) are permitted access onto the property; or, in any other way given permission make decisions for the organization or to use the property belonging to the organization for personal pleasure or needs. Nor, can they take anything which belongs to the Corporation. A General Motors "shareholder" ("owner") or employee cannot rationalize that since I own or work for General Motors, ... "I can go on their property and take a car." This is considered stealing. This analogy applies to Homeowner Members of the Greenfields Homes Association as well. Persons, including Homeowner Members, cannot come onto the Association's property, cut trees and remove them for firewood. This is trespassing, destruction of property, and stealing. Likewise, clearing of brush and removal of decaying wood is destruction of Association property and is cruelty to animals that rely on this habitat and insect food sources found in decaying matter. Entering (without authority) into the posted Nature Sanctuary is trespassing.

Because it is a "Nature Sanctuary," human intrusion is forbidden. Only for limited purposes, which benefit the maintenance of the Sanctuary are persons allowed to enter the premises. And then, only, with written permission authorized under Corporate Seal of the Board of Directors, to perform specific activities which exclusively benefit the purposes of the Sanctuary.

As a private business corporation, the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association is run by a "Board" of professionally qualified elected persons who receive no compensation (except expenses). Persons owning land in Greenfields Subdivision which is adjacent to Outlot 1 are mandatory shareholder Members (owners) in the Corporation with mutual legal responsibilities to fund the required expenses and/or activities of the Association.

Those who purchase property adjacent to Outlot 1, e.g. residential homes, (in the past and present) agree to the mandatory responsibilities of compliance (in order of authority) with the Federal (including the Department of the Treasury / Internal Revenue Service); State; and, Local Governments; State of Nebraska, Association Articles of Incorporation and Amendments;

Declaration of Covenants, Condition, and Restrictions and it's Additions, Revisions & Amendments; Association By-laws; Land Use Rules and Regulations; Insurance Company Requirements, NE Games and Parks Commission; and, Homeowner Member Mandates.

Association Members are required to fund the maintenance of the limited access area, maintain no trespassing requirements, and comply with all the requirements as mandated by Federal IRS Code under 501 (C) (3); and, fund all expenses incurred in the operations of the homeowner (stockholder) interest of land designated as Outlot 1 - Greenfields Nature Sanctuary.

The Association is a Corporation, with legal authority to provide a safe refuge for wildlife and protect the natural environment, which functions with an elected Board of Directors with professional qualifications to operate a business enterprise. The Board is accountable for adherence with the law and practices consistent with the operations of a business. The Homeowner Members are required to provide the necessary resources to maintain the purposes of the Corporation. Because the Membership chose to become a public charity under the Internal Revenue Code, expenses to fund the Association are tax deductible. However, with IRS approval as a charity comes the requirement that in perpetuity, the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association does not modify it's purposes. Should this happen, a Federal Court Judge will intervene and force compliance with all court costs and legal fees assessed the individual homeowners to maintain the status quo and continue as a "nature sanctuary." Therefore, it serves the best interest of Homeowner Members to comply with the 501(C)(3) application requirements responsibilities and requirements. Failure to do so will result in additional financial burdens of added assessments to all Members with the status of the Sanctuary continuing in its present state.

What to some may appear to be unreasonable restrictions of land use, are in fact, low cost alternatives to the protection of property values and habitat. Adherence to these Covenants and existing lawful behaviors (by the Directorate and Association Members) assures a protected lifestyle for the "natural" environment and our "domestic" needs. To disrupt the balance will cause unpleasant results for both. And, those who cause any problematical issues are held accountable for their actions and are required to pay the full cost of restitution to the Association and all other damaged parties.

Fulfillment of Association and individual Homeowner obligations serves in a mutual way to benefit nature and Greenfields adjacent Homeowner Members. Greenfields Nature Sanctuary is a low cost alternative to living in an environmentally friendly urban atmosphere. Specifically defined Association and Homeowner obligations are in place to protect Members from financial harm. It is imperative they are followed! **It is the Homeowner Members responsibility to comply.**

IGNORANCE AS A DEFENSE OF NON-COMPLIANCE

Commonly heard arguments among descending Homeowner Members who, after purchase of their homes adjacent to Outlot 1 in Greenfields Subdivision and for their own self-serving interests afterward, attempt to disengage their financial responsibilities and/or are unwilling to comply with required conditions of the Greenfields Homes Association Membership are, ... "I didn't know, they didn't tell me." This defense does not work in a court of law; nor, in this Association. These Covenants are public records and available to all persons upon request from the Douglas County Register of Deeds Office.

Prior to and at the closing of the sale and/or purchase of all property adjacent to Outlot 1 in Greenfields Subdivision, the Declaration of Covenants are presented the Homeowner which define required legal obligations. All Homeowners are presented and agree to conform with a set of Greenfields Homes Association Covenants and all requirements of mandatory Membership in the Association at the "point-of-closing." Acceptance of the terms of the real estate purchase carries with it obligations recorded with the Douglas County Register of Deeds. All Homeowner Members agree to the terms and conditions which come as property owners adjacent to Outlot 1 in Greenfields Subdivision. It is required by law. It is a legally required condition of homeowner purchase of Membership in the Association. **Those who chose not to abide by the required conditions (Covenants) of their real estate purchase are openly in defiance of their legal and financial obligations. They who choose to deny their obligations and demand other Association Members to subsidize their non-compliance and/or those parties who deny their accountability to Local, State, and Federal Government for their non-compliance of law are not shielded by their ignorance. Documentation of required mandatory compliance with responsibilities are in all cases available prior to and at the time of purchase for all Greenfields Homeowner persons who acquire property adjacent to Outlot 1 in Greenfields Subdivision. If conditions of the Covenants and/or the involvement in the Association are unacceptable, the free-will choice of the party(s) to enter into the purchase agreement would**

be one of disagreement; and, at their option, rejected. However, the choice of agreement and purchase of adjacent real estate indicates compliance with the terms and conditions of the required Membership in the Association. If non-compliance thereafter occurs, it is evidence of willful disregard of contractual obligations and/or civil and/or criminal intent to disregard or openly refuse compliance with mandatory legal obligations.

All persons with economic resources qualifying them for the purchase of real property have as an option the right to be represented by agents and/or have legal council to assist them in their real estate transaction. If buyers choose not to negotiate the purchase of the real estate with representation on their behalf; in essence, they are acting on their own behalf as sophisticated buyers and are saying that they understand the conditions of their contractual obligations and do not need assistance in the purchase of real estate. In so doing, these persons assume all liabilities with the culmination of their purchase.

GOVERNING PHILOSOPHY and HISTORY

From establishment of the Greenfields Nature Sanctuary and Incorporation of the Greenfields Homes Association in 1979 to early 2003, numerous, democratic and/or socialistic, "bottom-up" and laissez-faire, models of governing the business affairs, (each resulting in disastrous consequences and rejection by the Homeowner Members), were unsuccessfully tried. Committees and/or coalitions of neighbors forwarded political ideologies and struggles and personal addenda's. Good-old-boy & girl clicks of Members divided along social and/or emotional issues disengaged the operational effectiveness of the organizational institution. Conflicts led to loss of qualified leadership; ineffective decision making; and, organizational impotency, e.g., legal requirements were not met, Federal, State, and Local taxes were not filed and paid, dues were unaccounted for, insurance lapsed, and all other Corporate functions ceased to exist. However, during this stage of Corporate life, the "purpose and powers," Nebraska, Articles of Incorporation, Article IV, Section a, (organizational goals) continued that, ... the Outlot remain a nature sanctuary.

By early 2003, the Greenfields Homes Association membership deteriorated into a "loose partnership" of individuals who abandoned the Corporation and were not in legal compliance with governmental jurisdictions and/or fulfilling legal responsibilities of land ownership of Outlot 1. To avoid prosecution of Members and to minimize their financial liability, an ad-hoc committee was formed to create a workable mechanism to forward the "organizational goals" and lawfully manage the Association. With the appointment of professionally qualified business managers as Directors, and after the resignation of former Directors, extensive reform, remodeling, and reorganization took place from mid-2003 to the creation of these Covenant revisions in 2005. During this period, publications in Newspapers and Newsletters were made, meetings of open dialog were held, and without decent, approval to use a "corporate business model with minimal bureaucratic levels" was adopted as the method to forward the "organizational purposes."

The "business model" chosen (as expressed by the Articles of Incorporation and these Covenants) are a stable governing organizational structure that forces adherence to the organizational goals, which are required by law to protect the interests of all Homeowner Members and the public-at-large. It stops the inroad fighting and power struggles among neighbors. It effectively provides a means to resolve issues with flexibility in a timely manner to protect the financial and other liabilities of Homeowner Members. And, it is the legal representational model effective to insure compliance with lawful requirements of representation as expressed by the Association Membership.

The "business model" adopted by the Membership is permanent and agrees with the law and the mandates of the Membership. Attempts to disband this model or the organizational goals of this organization (Association) will result in a US Federal Court taking jurisdiction and forcing compliance with the 501(C)(3) Corporate status requirements to continue the status-quo. Should it become necessary for the Association to defend itself against persons with beliefs contrary to the lawful expression of the organizational purposes and powers of this Association, the Directors are empowered to access Members the legal expenses to secure redress for damages from those who oppose this model. Those in opposition and attempting to alter the purposes of this organization and manner of organizational structure will reimburse the Association for all costs of the Association to defend itself. In addition, to protect the interests of the Greenfields Homeowner Members, should qualified Directors be unavailable and/or unable to perform the required duties of this organization in a voluntary manner, the Directors are empowered by the Association to hire qualified professionals with the fees for all costs of these services assessed to the individual Homeowner Members.

As in all Corporations, in-put from "shareholders" (Members) is recognized through defined

channels of participation, written inquiry, meetings, etc., and no "shareholder" (Membership) ratification of decisions made by Corporate Executives (Directors) is required or necessary from Members. Directors need not consult with Members; nor, ask their permission to conduct the business affairs of the organization. The Greenfields Homes Association allows freedom of expression and voting rights as defined herein; and, in the provisions found in the Articles of Incorporation and Bylaws. Depending on circumstances, due process procedures are adhered to either under the Direction of the Board of Directors and /or judicial authorities.

HOMEOWNER RESPONSIBILITIES & REQUIREMENTS

Homeowners who purchase land adjacent to Outlot 1 in Greenfields Subdivision are subject to the Declaration of Covenants, Conditions and Restrictions and Additions, Revisions, & Amendments, which, ... "run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof," Declaration of Covenants, Conditions and Restrictions, Book 631, Page 489; and, all other Association governing documents, e.g. Articles of Incorporation and Amendments, By-laws, Rules and Regulations; and, all other lawful authority.

MANDATORY MEMBERSHIP and SUPPORT

Homeowner Membership obligations are mandatory, not voluntary.

Financial support and compliance with all Association requirements, Rules and Regulations, including dues, assessments, and charges to fund expenses and otherwise are mandatory, not voluntary. Responsibilities "run-with-the-land" and cannot be discharged.

GREENFIELDS NATURE SANCTUARY - A LIMITED ACCESS AREA

As a nature sanctuary, human intrusion (except by written permission under seal of the Directors to maintain the area or Association sponsored events) is forbidden. This includes Homeowner Members, their families, guests, and assigns. Homeowner Members can use the adjacent 15 foot buffer zone to their property to further the purposes of the Greenfields Nature Sanctuary, but cannot use it (or any other part of the Outlot) for their personal pleasure, storage, and so on and forth, (except as per the "Easement of Use" provisions herein).

Allowing domesticated animals access into the Wildlife Sanctuary is cruelty to both domestic and wild animals. Interaction of conflicts for dominance is the source of animal fighting which often results in injury and spread of disease. In the first 25 years of operation, no disease has been observed and recorded among Sanctuary Wildlife. Introduction of disease is guarded against by exclusion of domestic animals that are oftentimes carriers.

Note: Predatory birds have been observed attaching and carrying off domestic cats. Fox, racoon, and opossum have defended their lives against domesticated as well as feral cats and dogs. And, while it is natural for a Homeowner Member's hunting dog to needlessly attack and kill a rabbit or squirrel, the act denies a federally protected bird of prey from sustenance. In other words, interaction of domestic animals into the natural environment causes harm to both. This is an act of cruelty to animals. Therefore, it is a responsibility of all citizens and especially Sanctuary Members to keep this from happening. The only way to keep both animal populations healthy and prospering is to maintain their separate status which is required by law. Introduction of domesticated animals to alter and/or destroy wildlife is prohibited by law and is contrary to the Association purposes.

State and Local Officials including the anti-cruelty society will be notified of any acts which endanger the well being of the animals and the party(s) responsible. Strict adherence to animal control laws is a City of Omaha Ordnance which Greenfields Homes Association Members are expected to comply.

LAW ENFORCEMENT NOTIFICATION & COMPLIANCE

Association insurance and other legal regulations require Homeowner Member notification to the Omaha Police Department and Association Directors of no trespassing violations; and all other irregular behaviors; and, criminal activity, including discharge of firearms, arrows, or other projectiles on or about Sanctuary grounds. It is the duty of witnessing Homeowner Member(s) to jointly file legal and/or criminal charges with the Police and Association's Directors to redress the Association for all costs and damages and stop any and all infractions of laws, including Association Rules and Regulations. Trespassing on posted Sanctuary private land disturbs and is cruel to protected wildlife and/or habitat. To do so, depending on circumstances, would result in a civil and/or criminal offense, in either case, it is a violation of law. Enforcement of all Laws is a

civic duty and compliance with Association Rules and Regulations and these Covenants are required Homeowner Member responsibilities. Failure to do so could result in prosecution, redress for damages, loss of insurance and/or Association liability; and if so, it is the duty of the Association to file a claim for recovery of charges to redress for damages due the Association from the offending and/or negligent party(s).

RATIONALE for CHANGES to COVENANTS, CREATION of EASEMENTS of USE, and UP-DATING DESCRIPTIONS, DEFINITIONS, AND TERMINOLOGY

As the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association evolves and grows to meet the needs of it's Members; and, as different legal, insurance, public safety requirements are imposed over time; and, for other reasons, ... it is necessary for the Corporation to adapt to change. Adapting to change is a mutual responsibility of the Association and it's Members.

WITNESSETH Section

DECLARANT DESCRIPTION CHANGE

Whereas:

On April 10, 1980, Dodge Development Corporation granted (with Warrantee Deed, Book 1647, Page 21, [Attachment B] filed with the Recorder of Deeds, Douglas County, Nebraska), ownership of Outlot 1 (Common Area) in Greenfields Subdivision to Greenfields Homes Association; and,

On March 23, 1992, the Outlot was formally named Greenfields Nature Sanctuary, ... "when Members voted to proceed with keeping the land as a wildlife preserve with specific goals to preserve North American Migratory songbirds."

In 1993, seventy-seven percent of the eligible voting Members agreed in writing to broaden the "Purpose and Powers of the Association," and granted the Board of Directors powers, ... "to amend the Articles of Incorporation, change legal and financial documents and names, publish any material, post signs, and prepare any other documents or perform any other tasks to reflect the dedication of the Common Area and promote it as a wildlife sanctuary for the welfare of people in general and our natural treasures," among other mandates, (per Recorded Instrument, Nebraska, Articles of Incorporation, Article IV, Section a). And, agreed to use the name Greenfields Nature Sanctuary d/b/a Greenfields Homes Association and follow the Handbook with Rules and Regulations, (published and distributed to the Membership in 1994).

On August 13, 2003, in Association Membership's fulfilment of legal requirements, Articles of Incorporation and Registration of Trade Name were accepted and approved by the Nebraska Secretary of State. Thereby, with affidavits as "Proof of Publication" filed and recorded, the lawful name of the Declarant became, "Greenfields Nature Sanctuary, d/b/a Greenfields Homes Association.

As of August 13, 2003, the United States Department of the Treasury (after extensive investigation and scrutiny of all documents and proceedings) recognized the "Greenfields Nature Sanctuary d/b/a Greenfields Homes Association, as a 501 (c) (3), 509 (a) (2), public charity.

Therefore:

The definition of "Declarant" as found in Section 7, of the March 21, 1980, Covenants changes as follows:

"Declarant" shall mean the Greenfields Nature Sanctuary (GNS), d/b/a Greenfields Homes Association (GHA), a Nebraska non-profit real estate management corporation, that owns Outlot 1 in Greenfield Subdivision, Douglas County, Omaha, Nebraska and operates as a 501 (c) as a 501 (c) (3), 509 (a) (2), public charity under the United States Internal Revenue Code.

RATIONALE for CREATION of an "EASEMENT of USE"

In order for the Directors to maintain a nature sanctuary and abide with the compliance requirements of the Federal Government as a tax-exempt charity, events and/or activities are to be open to the public. This requires an easement to permanently access the Sanctuary. However, the geography of the original Greenfields real estate subdivision land-locked the Association from access into the Outlot. Without a location for activities and/or events and without permanent access into the Outlot, the Association was at the mercy of willing Member(s) to provide their personal land and residence for events. But, this option proved unworkable as the Association could not force Member adherence, nor finance and/or secure risk insurance for these required activities.

Resolution:

This issue is resolved with the mutual arrangements and easement creation found in the conditions and terms as follows:

"Easement of Use"

1. On behalf of the Declarant, the owners of Lot 78 negotiated to purchase a portion of Lot 77 from its owners and to subdivide Lot 77, which is useful as a permanently controlled access easement onto Outlot 1 belonging to the Association; and,

2. because there is no benefit to the owners of Lot 78 for their procurement of an easement of additional Association land use, all costs related to the securing and maintaining of the easement, are recognized by the Association as tax-deductible contributions from the owners of Lot 78. In perpetuity, it is recognized that only the Association benefits from this charitable donation. This donation includes, and is not limited to, all costs relative to land purchase, surveying, attorney fees, filing of an Administrative Replat No.1 (Exhibit B, Instrument Number 2005096081); in which two (2) Lots (Administrative Replat Lot 1 and 2) were formed from three(3) Lots (76-77-78), Omaha City Council and Planning Commission re-zoning fees, security expenses, additional real estate taxes, maintenance fees, and so on and forth.

3. The owner(s), their successor(s) and assigns, of Greenfields Lot 77 for the benefit of the Association, it's Members, and the public-at-large, voluntary sell and surrender their interests in Lot 77, agree to the Replat (See Exhibit B); and, are removed from Membership in the Association because this property is no longer adjacent to the Outlot.

4. Lot 78 is replaced with Greenfields Administrative Replat No.1 - Lot 1 and continues as a Member in the Association.

5. Because of the irregular Lot boundaries and landscape features, to facilitate the needs of the Association to maintain and provide security in the area, it is necessary, ... in perpetuity, that the Association give owners of Administrative Replat No.1 - Lot 1, its successors and assigns, an "Easement of Use" of the entire Southwest portion of Outlot 1. Also, Lot 1 owners can use the Association's Maintenance Area to facilitate their needs for the displacement of their land usage by the Association.

6. To facilitate the maintenance of the area: a) Lot 1 owners can voluntary donate their costs of expenses as charitable contributions to maintain the area, b) (because the "Easement of Use" benefits the Association), the Declarant fully recognizes its' obligations to fund the necessary expenses of maintenance, security, and so forth, as necessary.

7. The Association, in perpetuity, will limit access into the area and enforce the no trespassing, except for maintenance policies and practices. Members are not to use the area, unless specifically for Association business and/or scheduled Association sponsored activities and/or events. And then, only with the written permission of the Board of Directors.

8. Risk insurance and/or full indemnification for property damage will be provided by the Association to the owners of Administrative Replat No.1 - Lot 1 for activities on any and all portions of Lot 1 resulting from the Association's use, including the Association's guests use of the land.

9. Administrative Replat No.1 - Lot 1, owners, their successors and assigns, will allow the Association with permission, to use the land for the purposes as described in the 501 (c) (3) application, Articles of Incorporation, Covenants, Bylaws, and specifically for the prevention of cruelty to animals by providing habitat and structures necessary for the transaction of Association business. Mutual consent for usage and improvements are required in writing.

10. The Declarant and future owners of Administrative Replat No.1 - Lot 1, agree that the landscaped public access entrance portion in the Southwest Portion of Outlot 1 described in Article 1, Definitions, Section 8, per this "Easement of Use" agreement, that is adjacent to Greenfields Administrative Replat 1 - Lot 1 in Greenfields Subdivision, remain in perpetuity named as "Cummings Gardens" and made available to the Association during sanctioned activities and/or events. This is an advantage to the Association because the "Cummings Gardens" are recognized and have been visited by thousands at co-sponsored Sanctuary public events and published as environmentally friendly and significant by the Monroe-Meyers Institute, Audubon Society, local garden societies, and others.

11. The Declarant bares full responsibility to abide by the conditions of the agreement.

Failure of the Declarant will result in full financial indemnification of the owners of Lot 78, renamed per Administrative Replat as; Greenfields Replat 1 - Lot 1, their successors and assigns for all expenses, incurred to procure and Replat the real estate, and costs to rectify damages, including all legal fees, re-filing fees, taxes paid and penalties, including interest calculated as per Section 5, Recorded in Covenants, Book 631 Page 492, and so on and forth.

12. Compliance with the American's with Disability Act (ADA) provisions is the sole responsibility of the Declarant.

13. The Association and/or owners of Administrative Replat No.1 - Lot 1, have the right to proceed in law against anyone (organizations and individuals, their agents and assigns) attempting to remove or modify the "Easement of Use" described herein.

With this mutual agreement, the Declarant (Greenfields Nature Sanctuary d/b/a Greenfields Homes Association), grants an Easement of Use for the Southwest Portion of Outlot 1 to the owners of Greenfields Administrative Replat 1 - Lot 1, their successors and assigns, for the sum of Ten Dollars (\$10.00), and other consideration; and, hereby, ... the Association obtains an easement of access and "Easement of Use" of additional land necessary for it to carry out it's purposes as a 501 (c)(3) IRS Tax Exempt Corporation. Terms and conditions are binding on all parties, e.g., Declarant and Greenfields Administrative Replat 1 - Lots 1 and 2, their owners, their successors, and assigns.

This agreement, as of August 8, 2005, with the subdivision changes approved by the Omaha City Council and Planning Department and with the mutually agreed elimination of Lot 77 from the Greenfields Subdivision and the resurvey and renaming of Lot 78, the description of the required (Coveted) Association Membership changes as follows:

Out Lot 1 in Greenfields, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto, and Lot 1 in Greenfields Administrative Replat 1, described in Exhibit "B" attached hereto, and Lots 79-138, inclusive, in said Greenfields, a subdivision, except and excluding therefrom Lot 102 in said Greenfields,

The above description replaces:

Out Lot 1 in Greenfields, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto, and Lots 77-138, inclusive, in said Greenfields, a subdivision, except and excluding therefrom Lot 102 in said Greenfields,

which was the Description of Association Membership, from April 5, 1979 to August 8, 2005 originating with Dodge Development Inc., of Warrantee Deed, Book 1647, Page 21, (Attachment B) and transferred to the Greenfields Homes Association,

This change of Description affects "Article IV Purpose and Powers of the Association" as found in the Articles of Incorporation, amended as follows and included herewith:

The Association does not contemplate gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for ownership and maintenance of Outlot 1 in Greenfields, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, as a Common Area, and dedicated as a nature sanctuary with a three fold purpose: 1. To benefit the resent and future Owners of and residents residing on Lots adjacent to Out Lot 1 in Greenfields, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto, and Lot 1 in Greenfields Administrative Replat 1, described in Exhibit "B" attached hereto, and Lots 79-138, inclusive, in said Greenfields, a subdivision, except and excluding therefrom Lot 102 in said Greenfields, by maintaining the Common Area in its natural state as a private natural wildlife refuge; thereby, enhancing and protecting the value, desirability and attractiveness of the real property; and, 2. To provide and maintain a natural environment for wildlife creatures inhabiting the Common Area and migratory birds with natural shelter and cover in the form of living and dead trees, shrubs and under-story; food

in the form of fruits, nuts, seeds, insects, nectar, and vegetation, an open spring fed waterway, protection from predatory animals; and, human interaction, except for reasonable maintenance and inspections; and, 3. Per the will of the Owners, to protect the Owners from a loss of their financial investments and minimize their expenses, by providing low cost liability insurance through limitation of public and private, including Member(s) and their guests, access and use; thereby, rejecting usage, (to avoid additional expense and liability), of the Common Area for any and all non-defined recreational purposes; and rejecting an Association or City owned Park with unrestricted private and/or public access to all persons, children, adults, elderly, and with handicapped accessible public and/or private walkways and bridges and facilities, including playground equipment, restrooms, a Park Manager, maintenance personnel, and staff offices; along with other administrative costs; and, for these purposes to: ... fulfill requirements of sub-sections (a) through (m).

Article I DEFINITIONS

The definitions contained in the Articles of Incorporation take precedent over those contained in the original Covenants. Clarification and/or interpretation of meaning of all definitions rests with majority approval of the Board of Directors. The following definitions supercede those found in the original Covenants which are amended and updated for accuracy and clarity as follows:

- Section 1. "Covenant" means a mutual contractual agreement made which runs with the land. A written promise, agreement, or restriction usually (but not necessarily) in a deed that is binding on present owners and for and/or against all future buyers of the land.
- Section 2. "Declarant" shall mean the Greenfields Nature Sanctuary (GNS), d/b/a Greenfields Homes Association (GHA), a Nebraska non-profit real estate management corporation, that owns Outlot 1 in Greenfield Subdivision, Douglas County, Omaha, Nebraska and operates as a 501 (c) as a 501 (c) (3), 509 (a) (2), public charity under the United States Internal Revenue Code and is bound by these Covenants.
- Section 3. "Association" shall mean and refer to Greenfields Nature Sanctuary, d/b/a Greenfields Homes Association, a Nebraska non-profit corporation. A land management organizational enterprise that conducts the business affairs of owning real property and operating the Greenfields Nature Sanctuary, described herein.
- Section 4. "Property" shall mean and refer to that certain real property hereinbefore described and named as Greenfields Nature Sanctuary, and such additions thereto as may now or hereafter be brought within the jurisdiction of the Association.
- Section 5. "Common Area" shall mean all real property owned by the Association, e.g. Outlot 1 in Greenfields Subdivision, Omaha, Nebraska which was founded and dedicated for the common use as a sanctuary / refuge for nature with limited rights of usage, per the 501 (c) (3) application, of the Declarant and/or Homeowner Members of the Association. Common Area does not mean publically owned and / or land which individuals can use as their own, especially in the operation of Greenfields Nature Sanctuary.
- Section 6. "Sanctuary" shall mean all the Common Area / Property owned by Members of the Association hereinbefore described, which is dedicated in its entirety, as a refuge and safe haven for birds and animals maintained in a natural environmental condition away from predatory animals and human interaction. The Sanctuary is a limited use area controlled by the Directors for the maintenance of the natural environment.
- Section 7. "Nottingham Woods" is the name of the wooded portion of the Sanctuary / Property owned by the Declarant, e.g., Outlot 1.
- Section 8. "Maintenance Area" is a portion of Outlot 1 in the Southwest Section, set aside for the storage of Association property, materials and equipment, used by the Association; and, to satisfy the terms and conditions in the "Easement of Use" described herein.

Section 9. "Cummings Gardens" is the name, which shall remain in perpetuity, of the landscaped public access entrance portion in the Southwest Portion of Outlot 1, per the "Easement of Use" agreement found herein, that is adjacent to Greenfields Administrative Replat 1 - Lot 1 in Greenfields Subdivision.

Section 10. "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 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to all or any part, parcel or portion of a platted 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 12. "Easement of enjoyment" shall mean and refer to the exercise and use of the same limited rights as all others in the Association, that is, specifically a Member has an easement entitling its holder to a specific limited use or enjoyment of the same rights as all other Members in the Common Area, dedicated as a Sanctuary. The right to enjoy without using for personal pleasure.

Section 13. "Member" ("Homeowner Member") shall mean and refer to every person or entity who holds membership in the Association and is bound by these Covenants.

Section 14. "Director (s)" shall mean and refer to an individual(s), at the head of the Association, empowered to run the day to day affairs and determine the use of the Sanctuary/Common Area. One of a group of persons entrusted by the Members of the Association with the final overall control and direction of the corporate enterprise.

Section 15. "Annual Assessments" are dues and/or fees which are an on-going annual mandatory obligation required of all Association Members to pay for the administration, insurance, and maintenance expenses of Greenfields Nature Sanctuary d/b/a/ Greenfields Homes Association.

Section 16. "Special Assessments" as provided for herein and the Covenants Article V, Section 1 and 3, have no fixed formula and a uniform rate of assessment for determining the levy of dues. It is the Directors duty to fix a Special Assessment and collect, at a uniform rate from all Members, to recuperate expenses not provided for in the Annual Assessment Dues.

Section 17. "Fines" are the compensation paid by the Homeowner to the Association as a penalty for keeping a book beyond the date due or for the infraction of a law, rule, or regulation.

Section 18. "Charges" as provided for herein and the Covenants Article V, Section 1 and 5; and, in the Articles of Incorporation, Article IX, Section 1a, are remedies to be determined and applied by the Directors to enforce Member(s) and others compliance with the administrative affairs of the Association; with Members financial obligations to pay assessments; for the Association to recover damages to the Sanctuary, either to prevent or restrain any violation of the same; and, for Association expenses incurred either performing or enforcing compliance with duties and responsibilities defined in the Associations Articles of Incorporation, Covenants, By-laws, Rules and Regulations, Restrictions; and/or, other lawful acts and legal judgements. Charges include, and are not limited to, collection fees; lien processing fees; collection agency fees; administrative fees; attorney and legal fees; fees to recover damages to the Sanctuary from those persons not in compliance with use restrictions; fees to process and enforce restraining orders; fees for damage to the Sanctuary; tree and brush removal fees; and, erosion control fees. Charges have no fixed formula or uniform rate of assessment. Charges are individually calculated and applied to the offending Member (s) or other person (s) responsible for non-compliance and/or violations requiring a remedy of the Association.

Section 19. "Maintain / maintained / maintenance" in addition to "keep in repair" shall mean all necessary activities to "preserve from failure or decline" by performing all the duties associated with the keeping of the Sanctuary, including the "means of support" status as a charitable, non-profit, tax exempt organization recognized under the Internal Revenue Code and all other governmental institutions and business organizations. All sanctioned activities of the Association are to include all possible elements of "maintenance;" especially, securing public support through demonstrations of aesthetic appreciation of the natural environment by on-sight field trips to benevolent concerned with the rights of animals through publication of literature. The Association is created to "maintain," that is, to "keep in repair," "carry on and keep up," "preserve from failure and decline;" and, "support for the public good," a pristine environment to prevent; and, "sustain from opposition or danger," cruelty to wildlife; and, "assist with supplies and funds needed to live on" (quoted definitions of "maintain / maintained / maintenance" are the consensus of eligible Association voters, Corporate Directors, and are derived from, Webster's Third New International Dictionary, Unabridged, page 1362). To maintain a Nature Sanctuary requires many different activities. Education of the public is necessary along with factual scientific research to support that which is taught. Research through on-sight observation and inquiry is also necessary to evaluate and validate the process and programs. Some other examples of required maintenance (and not limited to) are the fund raising activities which are a necessary part of the process to support the charitable programs which keep native vegetation, open water, shelter, and natural food available. Replanting of trees, native flowers and shrubs to an original state; posting of signs; inspections, for insurance and fire protection, compliance of rules and regulations, erosion, vegetation growth, and other purposes; evaluations and research on activities of plants, animals, birds, water quality; mowing a fire break; photographing for posterity to evaluate environmental changes as well as for aesthetic educational purposes; and education of our Membership and the public are all vital and necessary in the holistic overview of what is necessary to "maintain" the Greenfields Nature Sanctuary as a pristine environment.

Section 20. "Pristine" shall mean uncorrupted by civilization or the world; original; primitive, not derived from or reduced to something else, (Webster's Third New International Dictionary, Unabridged, "pristine" page 1804 and synonym "primitive" page 1801).

Section 21. "Pledges" are contractual obligatory guarantees to hand over goods and/or services including (and not limited to) real estate, securities, and money, until a debt is paid.

Section 22. "Eligible Voters" are defined in the Articles with Amendments of Incorporation and Covenants, Article IV, (book 631 page 491) and must be and are those not under current suspension for non-payment of assessments, or otherwise, and must be paid-up in all dues and assessments in the current year the vote takes place, and must be done in person at a regular or special meeting.

Section 23. "Recreation," per Webster's Third New International Dictionary, Unabridged, page 1899, is defined as, ... the act of renewing the spirit through the influence of pleasant surroundings, ... refreshment of the spirit, ... a means of diversion. Because the Sanctuary is a limited use area, the recreation area is defined as that portion within the 15 foot perimeter buffer zone and designated areas in the southwest section. The Association's Nature Sanctuary is a "recreational facility" which provides "renewal of the spirit" from viewing the natural pristine environment's flora and fauna. The facility promotes "refreshment of the spirit" through the influence of "pleasant surroundings" and allows observation of nature in a wildlife setting, along the external perimeter of the Sanctuary. During special events, the southwest portion is opened with written permission of the Director's for: "bird watching," educational events; and, other activities sponsored by the Association. Recreation with regard to the Greenfields Nature Sanctuary is ... "the passive enjoyment received from observation of nature living unencumbered in a pristine habitat."

Article II
PROPERTY RIGHTS

The definition contained in the Articles of Incorporation, Article III, Section 6, "Easement of enjoyment" shall mean and refer to the exercise and use of the same limited rights as all others in the Association, that is, specifically a Member has an easement entitling its holder to a specific limited use or enjoyment of the same rights as all other Members in the Association, dedicated as a Sanctuary.

Recreational facilities as defined by the "Purpose and Powers of the Association," and by definition relate to the maintenance of a Nature Sanctuary. "Recreational facilities" as applied to a Nature Sanctuary are not to be confused with a zoo, where animals are caged. Or, a park where people have free access, play grounds, swimming pools, tennis courts, and so and forth. The Association's use of the term "recreational facilities" in no way implies it's purpose to serve the personal needs and use of individuals. The facilities only serve to provide an unencumbered living space for flora and fauna; and, the promotion of this habit by education; and, furtherance of research to protect the pristine setting of nature. Recreation with regard to the Greenfields Nature Sanctuary is the "passive enjoyment received from observation of nature living unencumbered in their natural habit."

Article IV
VOTING RIGHTS

Voting rights and issues are expressed in greater detail in the Articles and Amendments and By Laws of the Association.

With the definition of "Declarant" changing and time passing beyond January 1, 1985, "Class B" member(s) cease to exist.

The will of the voting Membership does not usurp the Association's need to function as an autonomous entity; or, the powers of the Directors, which must comply with the organizational purposes and law to own and operate a limited access nature sanctuary in perpetuity. Nor, can the voting Membership significantly alter the organizational structure of the organization. Members have specific voting rights and are not bound by and/or limited to Robert's Rules of Order. Operation of the Greenfields Nature Sanctuary is a Corporate responsibility under authority of it's Directors. As in the past, present, and future, ... the voting Membership of the Association does not have authority to make decisions concerning the use of the land or the legal requirements of the Corporation. Member in-put by vote is only allowed within the existing parameters of this Association. In the past, disgruntled, uninformed, and /or disengaged Members voted on issues to promote their personal agendas with disastrous consequences for the Association, it's Membership, and the public at large. It is a duty of the Directors to prevent discourse which disrupts the organizational effectiveness and threatens the well-being of the organization. Directors are empowered and must refuse to honor the vote of Members, if the Directors deem that it is detrimental, and/or self-serving to a few Members, or inhibits the organizational effectiveness of the Association.

Article V
COVENANTS for DUES, ASSESSMENTS, FINES, AND CONTRIBUTIONS

The purpose of this Article is to make clear the Homeowner Member's financial obligations and empower the Association to collect money due by whatever means legally appropriate. No wording in this Article shall be construed otherwise. The Association can collect money owed through a mechanics lien foreclosure, law suit, collection agency, and any other lawful means which it deems appropriate.

Section 4. Maximum Annual Assessment, is repealed with seventy-seven percent of the eligible voters mandating permission to change all documents necessary (see "Authorization to Change" section herein). Section 4 is amended to read as follows:

Section 4. Annual Assessment. Annual fee assessments are determined by the Directors based on the forth-coming years projected spending needs (and any reserves or debt from prior years) to fulfill the Association's purposes. Dues will be determined by a majority vote of eligible voters at a special meeting called for this purpose and /or by the Board of Directors at a regular meeting. Under no circumstances will dues be a lesser amount of one hundred and twenty percent (120%) above the projected need (the additional twenty percent (20%) is to cover the non-payment

and/or late payment of some Members). Thus, the Association's financial needs can be met without incurring additional expenses associated with borrowing money from financial institutions.

The following Section 8 is added verbatim from the Association By-laws, Article IX,

Section 8. Dues and Charitable Contributions.

Yearly dues for that year are due at the start of each fiscal /calendar year (January 1). Annual Assessments, Special Assessments, and Charges are due 30 days after notification. The Association is not required to sent out dues notices. If Directors elect to do so as a courtesy to members, they may affix a different due date for collection purposes only. Any due date set by the Directors contrary to the due date of January 1 is to facilitate the collection process and does not in any way alter the Members responsibility to pay dues by the start of each calendar year. Interest charges for late payment are calculated from the January 1 due date. Dues will be sufficient to cover the administrative costs. Dues will be determined by a majority vote of eligible voters and /or by the Board of Directors.

Receipt of charitable funds and/or money from Grants/Foundations are not to be used to supplant and/or usurp the Owners financial obligations, ... as provided for in the Articles and Amendments, and Covenants, and Bylaws. The purposes of receiving donations are to conduct activities which maintain the sanctuary for the prevention of cruelty to wildlife animals on behalf of the public at large. Any co-sponsorship of activities solicited through charity can be given to other charitable organizations that share similar purposes by mutual agreement.

The Directors at their option may or may not hire an attorney or agency for collection of all past dues, pledges, fines and assessments and engage in any and all lawful ways of seeking payment. With all costs assessed against the party in arrears.

Section 9. Fines.

Directors shall create and impose a Schedule of Fines which are to be treated as an assessment against Homeowner Members in violation of Greenfields Nature Sanctuary limitations, restrictions, laws, rules, and regulations.

Section 10. Charitable Contributions.

A. Members and others have the right to solicit money to fund activities of a charitable nature which serves the purposes of the Association with prior written approval of the Board of Directors. All funds are to be properly accounted for and spent in accordance with 501 (c) (3); 509 (a) (2) non-profit tax exempt public charity requirements under the Internal Revenue Code.

Funds are to be kept in a separate bank account from the Association's Operating Expense Account. "Charitable Contribution" accounts are to be co-signed with Directors and co-signing for checks of a large amount (determined as necessary) is required.

B. Directors must monitor compliance with public charity requirements under the Internal Revenue Code. Agents and / or agencies can be hired to assist in the process. The costs to pay these services shall be from collected donations. Costs of operation cannot exceed income and the majority of funds received must benefit the purposes for which the Association is organized.

Section 11. Accommodations of Bartered Services.

The Declarant recognizes the financial limitations and special talents of Homeowner Members and authorizes the Directors to engage, when beneficial and/or necessary to Sanctuary needs, into arrangements which are accommodations to alleviate handicaps, (under the American with Disabilities Act), or other special and/or unusual circumstances of Members to comply with payment of assessments and/or dues. While bartered payment is not the usual and customary means of discharge of financial payment; it is however, a viable and equitable means of the Association to obtain assets otherwise not afforded.

Article VI
USE RESTRICTIONS

Additions to Article VI:

E. The Corporate Board of Directors are empowered by the Declarant to determine land use consistent with and furthers it's purposes as a 501 (c) (3); 509 (a) (2) non-profit tax exempt public charity under the Internal Revenue Code. Usage of the land must be consistent with the purposes of the Association in it's operation as a Nature Sanctuary; and, must be in writing and/or recorded instrument approved as per the authority of the Board of Directors.

F. The Declarant may, as a result of it's obligations, place structures upon the Outlot (Common Area), as per the determination of the Board of Directors, consistent with the purposes that serve the operation a nature sanctuary.

Article VIII
EASEMENTS and LICENSES

Clarification of Section A.

The easement and interests of Sanitary & Improvement District No. 297 of Douglas County, Nebraska, has become that of the City of Omaha when annexed.

Additional Sections B to E are added:

B. The Association, utilities companies, and Municipal governments, since 1979, share access across Homeowner Lots into the Sanctuary to "maintain" their respective interests. Easements exist for all qualified persons to have access onto the Sanctuary through Lot 77 (subject to modification because of Administrative Replat 1 explained in WITNESSETH Section and Article VIII, Section C. herein) and between Lots 79-80; 84-85; 106-107; 111-112; 122-123; 127-128; and 136-137. These Lot Owners consented when they purchased these Lots to allow access into the Sanctuary for purposes of maintenance. Lot owners can deny access to those using the easement for their personal pleasure; but, they cannot obstruct nor deny access into the Sanctuary to qualified persons for the legitimate work of maintaining the Sanctuary. Owners of these Lots gave their permission when purchase of their respective Lots took place and implied consent when they as Members of the Association established the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association and with the Members application as a 501(c)(3) charity agreeing to maintain the area for the prevention of cruelty of wildlife by providing improvements for the welfare of nature. To perform the activities the Members mandated, travel across these easements (by qualified persons, only) is necessary to maintain the area as a Sanctuary. This includes machinery and equipment as well as personnel engaged in the operations and/or activities to maintain the Sanctuary. It is important to make this distinction, ... access onto the Sanctuary, except for maintenance purposes (or research), is forbidden, ... any travel across easements is not to occur for personal reasons; but, must be for the purposes of maintenance.

C. For public safety, in 1978, when the Greenfields Subdivision was excavated, an open and unobstructed 15' (fifteen foot) parameter of access was created around the Outlot, except for land identified in Exhibits A and B. This area is a "buffer zone" and is to remain a means which allows vehicular traffic by the Association to access areas in need of maintenance. Access into this area is from easement areas described in Section B above. Adjacent Homeowners have permission, for safety and other reasons, to maintain respective easement area and the Buffer zone in keeping with Sanctuary needs; but, not for personal needs, including storage. No permanent or temporary structures (including plantings) are to be placed in the buffer parameter zone which denies vehicular traffic, especially fire equipment necessary for the public welfare. Members have the duty to keep the area accessible. This includes tree and brush removal which might limit vehicles from moving through the area. Further references to the buffer zone are found in the Articles of Incorporation, and not limited to, Article V, Membership Section 1. The Declarant (Association), has the right to seek redress for all expenses to remove obstructions, with or without notice, from the adjacent Homeowner Member for violations of this Covenant.

D. The Declarant agrees, in perpetuity, to extend certain benefits and/or privileges of land use of Outlot 1 which are required to maintain the "Easement of Land Use," and other considerations, (not of a financial nature), to the owners of Greenfields Replat 1 - Lot 1. Failure of the Declarant to abide by the conditions of the agreement will result in full financial indemnification of the owners of Lot 78, renamed per Administrative Replat as; Greenfields Replat 1 - Lot 1, their successors and assigns for all costs, to rectify damages, including all legal fees, and to restore their rights and property usage prior to the issuance of this "Easement of Use."

E. The public and members are allowed, with written permission and supervision at an Association sponsored event, to use the "Easement of Land Use" (Southwest section of Outlot 1) and the perimeter (15 foot buffer area) to attend events which have as their purpose activities which maintains the purposes of the organization as 501 (c) (3) charity. Entering the Outlot without permission is "trespassing."

Article IX
GENERAL PROVISIONS

The following replaces Section 4 and Section 5. The time limit of 4 years in Section 4 has past; and, Section 5 no longer exists because Class B Membership has been terminated (see Article IV).

Section 4. Duties and Responsibilities of the Organization.

The purpose of the Declaration of Covenants, Articles, By-laws, and all other Association documents, Rules and Regulations, and so on and forth are to clearly express “duties and responsibilities of the organization.” In addition, these Covenants are written as an informational document defining Homeowner Member requirements to the Association’s purposes. However, the covenants are only a part of the organizational total purpose and obligations. Other documents, e.g., Articles of Incorporation, Bylaws, and so forth, further clarify responsibilities.

The Declarant and Membership recognizes authority is given to Association Directors to “change as necessary all documents” which benefit the Association and its purposes. Therefore, as necessary, the Directors may from time to time alter, change and/or institute new Declaration of Covenants which are in keeping of Association Membership Mandates, 501(c)(3) IRS Code Requirements, and so on and forth. The Declarant recognizes to maintain the status-quo is to limit progress and deny the flexibility that new knowledge of human resources adds to our natural well-being. Change is recognized as a beneficial outcome of human endeavors to better the environment. The Declarant’s mission is to promote positive outcomes and does not in any way suppress the purposes of the Association. And, change must be made in conformity to legal requirements.

CHANGES to COVENANTS by ARTICLE ADDITIONS

Article X
SECURITY AND SAFETY

Section 1. Wildlife Safety & Security

“Wildlife Safety & Security” is at the core of the Association’s purpose, e.g., anti-cruelty to animals. Homeowner Members shall follow these and all other Rules and Regulations of the Association to foreword these purposes:

- (a) maintain a limited access area, posted to exclude human intrusion, and render all assistance in the process of prosecution of those who violate these Covenants as required by law,
- (b) restrain, as required by law and animal rights legislation, domesticated animals from entering into the Sanctuary (wildlife living space), and render all assistance in the process of prosecution of those who violate this Covenant and the law,
- (c) refrain from pesticide use (and all other poisons) in and in close proximity to the Sanctuary, ... insects, etc., are a vital “link” and necessary in the “food chain” for all wildlife,
- (d) maintain a natural habit of living and dead trees and under story, shrubs and plants, waterway, and so on and forth in the Out Lot to maintenance a pristine natural habit,
- (e) reforest and replant, with natural food and shelter producing plants, so as to renew as necessary human presence (damage) about the area,
- (f) maintain a safe water source for wildlife, e.g., birds, mammals (including bats), reptiles, insects, and fish, and so on and forth,
- (g) protect habitat loss by fire and erosion and/or other acts of human co-habitation or encroachment,
- (h) protect trees and under story from clearing, ... anyone clearing beyond the 15' foot buffer zone is causing conditions of erosion and reduction of habitat which is an act of cruelty to animals,
- (i) report to proper authorities for prosecution, any person(s) discharging any projectile(s), including, but not limited to, firearms and fireworks, air rifles and paint balls, golf balls and rocks, etc., that can endanger and/or disrupt the lives of wildlife and habitat.

Section 2. Membership Safety & Security

Ownership of land adjacent to and/or Out Lot 1 carries with it legal and financial liabilities. In addition to Section 1 above, the Association Homeowner Members shall follow these and all other Rules and Regulations:

- (a) refrain from any and all acts which arrest the legitimate work of the Association and inform others of their obligation to do the same.

(b) post in perpetuity, maintain, and enforce no trespassing signs and render all assistance in the process of prosecution of those who violate this Covenant as required by law.

(c) fund, secure, and maintain the requirements necessary to purchase insurance and/or provide for self-insurance.

(d) utilize the 15'foot buffer zone in a manner which serves the purposes of the Association and allows access for fire fighting equipment along an unencumbered parameter around the area. Failure of the adjacent Homeowner Members with frontage with the Out Lot to provide the fire department access endangers all Association Members and the Sanctuary.

(e) refrain from encroachment beyond the 15' foot buffer zone. In 1979, the Land Developers of the area graded the 15' foot parameter and surrounding Lots (except Lots 78 & 79, see Exhibit "A") to avoid erosion. Encroachment beyond this 15' foot area and /or re-channeling of water from their Lot by some Lot owners has caused damage by erosion. Responsibility rests with the Lot (Homeowner Member) to redress the damages and restore the area to its original condition. Failure to do so by the Homeowner (under written agreement with the Association) will result in the Association's action to address the problems and assess the party(s) responsible.

(f) maintain the 15' foot buffer zone to protect residents, guests, property, etc, of the respective Homeowner Member Lot from damage from falling trees and/or limbs.

(g) Homeowner Members, in addition to liability associated with land ownership of that which is adjacent to their own property etc., are also mutually liable for all acts of others in the Association. Directors and Members are required to provide information concerning the Associations' affairs, and so on and forth. Providing education to inform others of their responsibility; and/or, working with your neighbor to achieve mutual results is encouraged. Directors hold annual yearly meetings and publish informational literature. Members can purchase from legal authorities and/or the Association all documents of an educational and/or legal nature. Reasonable attempts must be made to help all persons into compliance, and thereafter if refusal continues, refusal is a positive indication of persons who are openly defying the law. The Declarant is duty bound to protect the public's interest and must secure and/or hire persons and/or governmental agencies to force legal compliance and to secure, for all damages, redress to the Association, if necessary, to do so.

(h) fund through dues / assessments / charges the necessary expenses to pay the Homeowner Members share of the Association expenses.

(i) issues of disagreement incurring that cannot be resolved by the authority of the Association, and if the Homeowner Member insists on a different resolution after the Directors gave their decision(s), the Homeowner and/or Association on their behalf can submit the matter to arbitration, in an court or otherwise. The descending Member will be assessed all estimated costs and which will be deposited in an escrow account prior to the proceedings. If thereafter, disagreement occurs the Homeowner Member and/or the Association might apply to a Federal Court for determination as to what serves the best interest as presented in the 501 (c)(3) application. If the final ruling is against the Homeowner Member, they will pay all Association costs, court costs, attorney fees, and expenses. If the ruling is against the Association, all Members will be assessed an equal portion of the expenses.

Section 3. Public Safety & Security

Education and supervision are critical when allowing the public (including guests of Members onto Sanctuary). Those who give others permission to enter the Sanctuary may not have authority to give permission. Therefore, they act alone and are totally responsible and liable to the Association and all others for their actions. Directors do have authority and are responsible to implement this aspect of the Sanctuary purpose. Required mandates for Directors to enforce are:

(a) all viewing is to be from the parameter of adjacent Lots or the southwest section public access areas and with written authority under the Corporate Seal of the Directors,

(b) access into the Out Lot in most cases is through Homeowner Members Lots; and, it is their responsibility to stop those who trespass into the Out Lot from these access points,

(c) fencing to exclude the public is a responsibility of the Association to provide and maintain, unless undue hardship to provide same,

(d) risk insurance and Association compliance with the terms of the insurer, is mandatory,

(e) those who violate law and the Association requirements of compliance shall reimburse all costs of redress,

(f) those who witness incidences and/or accidents, and or Association violations, including legal violations, cannot remain complacent and obligate others to preform their civic duties which Members are required to perform. Individual homeowner Members must come foreword or face the consequences for their complicity in allowing the illegal action(s) to take place.

Section 4. Corporate Safety & Security

From time to time, with witnesses present, Directors, in performance of their duties, have been physically and verbally attacked. In addition, their homes, automobiles, and personal property were vandalized when no others were targeted. Without foundation, vicious and demeaning insults, threats, and personal attacks concerning the character of Directors by the Membership is a common occurrence. Harassment and intimidation of Directors is cited as the primary reason why Members refuse to serve the Association.

Because the Association is legally liable for the safety, security, and general working environment of the Directors while they perform their Association duties, the Corporate Articles and Amendments, which take precedent over these Declaration of Covenants, further define the behavioral expectations of Members and Directors. The following addition to the Covenants is found in the Articles of Incorporation, Section f, Article V "Membership." It is a defensive measure to forewarn those who might attempt for their own self-serving interests to undermine and/or arrest the legitimate work of the Association, its Members; and, Directors:

(a) All Members shall respect the Associations dedication of the Sanctuary as a low cost land management alternative which protects: the natural environment, Members land values, the public-at-large, and guards against financial liability. The Directors work, (performing duties required of the Members, without compensation) under law and conduct the business affairs of the Association on behalf of the Members, making decisions which mutually benefit all concerned. Professional behavior toward Directors and Members is expected. In perspective, the Association is a privately run business representing shareholder (Members) interests. The Association is not a democratic, socialistic, or public institution, such as, a voluntary club, neighborhood association, or a political and/or unit of government. The Directors and Members of the Association are private citizens protected by law operating a private business enterprise, and not to be exposed to the same scrutiny and criticisms as those in public life. Unsubstantiated rumors and statements made to disparage the character of political and governmental figures and other forms of harassment are considered "fair game." This is not true of the Associations Directors and Members. Defamatory statements made or actions taken which besmirch and tarnish the reputation and character of any Association individual (Members and/or Directors) which are slanderous and libelous, will not be tolerated by the Association. When allowed, insults and personal attacks on a person's character are purposeful ways to discourage participation of that individual. When directed toward a Director, the Association has an ethical obligation to defend the individual in the face of false accusations, and will represent the Director in any and all legal action to restrain this behavior. Securing qualified and competent Directors is a difficult, expensive, and time consuming process. If persons feel unprotected from personal attacks, they might not come forward and offer their services. This in years past has been the case and it has negatively effected the Association financially. To guard against any possibility of future loss of leadership and revenue, it is a duty of all Members to properly behave, in accordance with law toward Directors and Members alike. No veil of protection exists for those whose chose otherwise.

(b) Any personal damages incurred as a result of Directors performance of duties for the Association shall be fully indemnified with the Association paying all damages. And, should the Association identify the responsible party(s), the Association shall recover, by any and all legal means, the costs of all damages, including any and all costs of the Association to secure redress for damages from those responsible.

(c) The Association (a Corporation) is an autonomous entity under law. It has a duty and right to protect itself from harm. The costs to do so are a responsibility of the Membership to fund.

(d) All Association Members (shareholders) are responsible for all aspects of safety and security which comes from mutual ownership and Membership in the Association. To protect the interests of all, ... compliance with Corporate Law and all other legal requirements are mandatory.

Article XI LIABILITY

Members

Members of the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association, (those with Lots adjacent to Out Lot 1 in Greenfields Subdivision, Omaha Nebraska) are obligated as mutual Members in the Association to conform with all aspects of land stewardship and assume all liabilities to maintain the land (including safety issues) per their mutual agreement as a Nature Sanctuary for the anti-cruelty of animals under the 501(C)(3) IRS Code and for the charitable purposes which benefit nature and the public at large. In addition, upon listing and/or selling their property, Members are

required to pass-along to Realtors and buyers, pertinent information concerning obligations of Membership in the Association, pay all outstanding obligations to the Association, and provide Directors and buyers contact information. Failure to do so could result in delayed closing and/or other issues of legal liability.

On occasion, some person(s), refer to the Association as "they." "They" refers to the 60 Homeowner Members as described herein. Each sharing the same liability as each other. And, "they" by their actions must demonstrate a willingness to comply with Federal, State, Local, and all other Laws, Rules and Regulations.

If some Members, or others, defy the Associations Covenants and defy the law, these persons do so without the authority of the Association, and on their own. Any person or persons acting as individuals, e.g. outside the authority of the Association, are liable for their own actions; and, subject to legal remedies of recourse, which the Association is legally bound to enforce.

Directors

The Association of all Homeowner Members ("they") determined, ... the organizational structure; purposes; protocol; and, so on and forth and choose to be represented in perpetuity by elected Directors to perform their (all Homeowner Members) required business duties. Articles of Incorporation and Amendments, Declaration of Covenants, Additions, Revision, and Amendments, By-laws, Association Rules and Regulations, published information, are created to define and assist in all acts of compliance. "They" (all Members) created the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association and empowered the Directors to comply "as necessary with all aspects" of the law in an equitable manner.

The Directors, acting on behalf of the Association must demonstrate that "they" (e.g. the Association of all Homeowner Members) by their actions are working in "good faith" and "within-the-law." Directors must address all legal issues, including the mandatorily compliance requirements of Homeowner Members who might elect to refuse the obligations of Association membership. The Association, through their Directors, must provide assurance that "they" are, in all ways, in full compliance with the law and the 501(C)(3) requirements.

Should it be proven that the Association Directors have a personal addenda or act contrary to the purposes of the Association, Directors can be removed according to the Articles of Incorporation, Sections 5 and 6. And if, it can be proven that Members have a personal addenda, as stated herein and per the Articles, and so on and forth, Members be made to redress the Association for damages, either collectively and/or individually.

Enforcement and Compliance

All Members share in all aspects of enforcement and compliance of all the Association's governing documents, e.g., Articles, Covenants, Bylaws, Amendments, Rules and Regulations, including civil law, and so on and forth. Homeowner Members are require to participate in the legal process and cannot waive their responsibility or remain private and/or silent. Members who chose to withhold participation will be considered as conspirators acting to shield and on behalf of those in violation of Association and/or Federal, State, and Local laws. Those who refuse participation are subject to legal recourse by the Association. In simple words, ... as American citizens and Greenfields Association Homeowner Members, a person cannot remain silent while observing others breaking the law.

Article XII

ASSOCIATION DISSOLUTION and MEMBER DISENGAGEMENT

- (a) The Association may be dissolved as per the terms of the 501 (c)(3) requirements and conditions set forth in the application and Articles of Incorporation and Amendments.
- (b) The Declarant cannot transfer or abate their land ownership responsibilities.
- (c) Persons desiring the purchase of real estate adjacent to Out Lot 1 that find these conditions of land ownership unacceptable can and/or should refuse the purchase. If they accept the purchase, they agreement they are obligated to comply with the terms of these Covenants and all the other Laws, Rules and Regulations, etc., that apply to Association Membership.
- (d) Members who find no alternative to the terms of the Association, etc, and refuse to comply can disengage themselves from the Association by satisfying all legal and Association obligations; sell their real estate; and, therefore remove themselves from their obligations of future compliance.

(e) Members who chose non-compliance are subject to legal remedies to redress for all expenses and/or damages to the Association for their failure to comply.

**Article XIII
SEAL**

The Greenfields Nature Sanctuary d/b/a Greenfields Home Association shall have a round embossed (raised) seal with an Eagle holding and olive branch in it's right talon and three arrows in it's left and the words "Greenfields Homes Association." After approval by the Directors, on records of official meetings and official documents the Directors shall affix the seal upon the original copy of the document, date, and initial acknowledgment of authenticity. Should copies of the original document be necessary, the Directors shall highlight with shadow the raised portion to indicate on the copy that it is a true representation of an official document. If any question as to the authenticity of the copy, the Directors shall place a second raised seal with date and initials to verify it is genuine.

**Article XIV
CONFLICTS of COMPLIANCE and AMENDMENTS**

These Covenants are subordinate to the intent and purpose of the Articles of Incorporation and Amendments; and, the 501 (c) (3) provisions of the Internal Revenue Code. To affect the furtherance of the purposes of this Corporation and to comply with 501 (c) (3) of the Internal Revenue Code, Directors can at any time change the Articles of Incorporation, Amendments, Covenants, By-Laws, and any, and all other documents necessary to bring the Association into compliance and for purposes of clarification and/or interpretation.

- Section 1. Subject to the approval of the Board of Directors, these Covenants may be altered and amended at any regular meeting by a majority vote of all Directors present. (The Association does not honor voting by proxy).
- Section 2. In the case of conflict, the Articles of Incorporation shall control over Covenants, and Covenants over Bylaws. Where uncertainty remains, the Directors shall decide.

**Article XV
PROTOCOL for SUBMITTING PROPOSAL REQUESTS for CHANGES and/or SERVICES**

The Association, to avoid any speculation, here-say, potential financial and/or other liability, and so on and forth, only honors written requests and only responds in writing. If a Member and/or the public at large have requests and/or concerns, they will put the issues into a commonly acceptable business and/or legal written format. Anonymous correspondence and e-mails are not recognized.

In proposal format, the request(s), problems and/or issues shall be clearly defined. Included in the proposal request will be a suggested preferred feasible means (and alternatives) with which the Association can by reason of ability resolve, remedy, and/or accommodate the problem and issues without imposing hardship on the Association. The document (proposal) shall contain an economic feasibility study of what it will cost and how funds will be secured; who specifically supports the proposal and why; and, how it benefits the Association's purposes. If the requests involve the use of Association Nature Sanctuary land, an environmental impact study is necessary. This includes public and animal safety issues. And, the impact upon the insurance and liability issues. Also, who is willing to be responsible to follow-up and perform the tasks to implement the proposal, their qualifications, resources, and so on and forth. A time-line of activities to perform the tasks is to a part of the proposal with a defined means of "evaluation of progress." And what, if any, will be the reduction and/or increase in costs to maintain the changes and how (if at all) it effects the Membership fees and/or assessments..

The written proposal request will accompany the funds for all expenses to bring the proposal (issues) to the Board and all expenses for informing the voting Membership to respond to the request(s). It is not the Associations obligation to fund proposals until after all conditions are agreed upon and accepted.

After the written request is made with funding received by the Directors, fact gathering will result by either the Association Directors and/or those experts hired by them, with all additional costs (charges) assessed to the party(s) making the request. After, a reasonable and feasible request is determined, the most cost effective manner to honor the request will be made and presented to the Membership and/or Directors having jurisdiction. As determined by the vote, implementation may or may not follow.

During the process of implementation, the person(s) responsible for implementation are to present regular written reports of progress, including expenditures, to the Directors.

The above stringent regulations to implement change are not intended to act in any negative manner what-so-ever; but, rather to ward off costly "grand ideas" and "dreams of wishful thinking" without merit and/or substance. Attempts, in the past history of the Association, to honor all requests have been a costly drain on financial and/or other resources. The reasons to require a protocol is to screen into the organization the "sound and workable" proposals of change which benefit the purposes of the organization.

On behalf of the Declarant, the above Amendments to the Declaration of Covenants, Conditions and Restrictions are certified to have been adopted by the Board of Directors of the Corporation on the 7th day of DECEMBER 2005.

The signatures, names and addresses of the Directors are:

Edward M. Cummings
Director
Edward M. Cummings, President

Edward M. Cummings, President
16032 Nottingham Drive
Omaha, NE 68118-2041


Director
Bruce Tuttle, Vice-President

Bruce Tuttle, Vice-President
15911 Capitol Avenue
Omaha, NE 68118

Jeff Ward
Director
Jeff Ward, Secretary / Treasurer

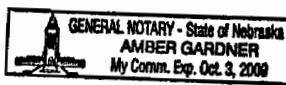
~~Jeff Ward, Secretary / Treasurer~~
14479 Oak Street
Omaha, NE 68114



State of Nebraska)
) ss.
County of Douglas)

On this date above written, before me, the undersigned, a Notary Public in and for said County, personally came the above signed Directors of the Greenfields Nature Sanctuary d/b/a Greenfields Homes Association, a Nebraska Corporation, to me personally known to be the identical persons whose name is affixed to the fore-going Declaration, and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last above written.



Amber Gardner
Notary Public

My Commission expires:

10-3-09

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COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, more particularly described as:

Out Lot 1 in Greenfields, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto, and Lots 77-138, inclusive, in said Greenfields, a subdivision, except and excluding therefrom Lot 102 in said Greenfields.

WHEREAS, Declarant will convey the said properties, subject to certain covenants, conditions and restrictions as hereinafter set forth:

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to GREENFIELDS HOMES ASSOCIATION, a Nebraska non-profit corporation formed April 5, 1979.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted 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 property hereinbefore described, and such additions thereto as may now or hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and/or members of the Association, subject to the limitations and restrictions hereinafter noted. Prior to the conveyance of the first residential lot, the Association shall own Out Lot 1 in Greenfields, a subdivision in Douglas County, Nebraska, except that part thereof described in Exhibit "A" attached hereto.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "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 7. "Declarant" shall mean and refer to DODGE DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should at any time acquire all the remaining right, title and interest of DODGE DEVELOPMENT, INC., in and to the "Properties" as defined herein.

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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and to otherwise impose reasonable limitations on the use thereof;
- (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 sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to mortgage said Common Properties, provided that the rights of any mortgagee shall be subordinate to the rights of the Owners;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or non-profit corporation for use for purposes similar to those for which this Association was created, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership, and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and 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 recreation facilities constructed on the Common Area nor with their right of ingress and egress to their homes;
- (e) The right of the Association to limit the number of guests of Owners on recreational facilities.

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 his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP

Every Owner as defined in Article I, Section 2, under this Declaration shall be a member of the Association. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves 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 on 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 January 1, 1985.

ARTICLE V

COVENANTS FOR 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) quarterly, semi-annual or annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. Each of the aforescribed 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. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. 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 for the following purposes:

(a) To promote the recreation, health, safety, and welfare of the residents in the Properties;

(b) For the improvement, maintenance and insurance of the Common Area and recreational facilities if any situated thereon, and the payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) The Board of Directors of the Association may establish quarterly, semi-annual or annual assessments for such purposes as are agreed upon in writing by the majority of the Owners of said Lots.

Section 3. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots.

Section 4. Maximum Annual Assessment. Until January 1, 1981, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per Lot per year. From and after January 1, 1981, the annual assessment may be increased by not more than the greater of either (1) 5%, or (2), the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership. From and after January 1, 1981, the annual assessment may be increased above said percentage 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.

Section 5. Effect of Nonpayment of Assessments - Remedies of the Association.

Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the due date at the rate of twelve percent (12%) 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 proceedings in the nature of a mechanics lien foreclosure. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the abandonment of his Lot. The mortgagee of the subject property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs, and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure to the mortgagee.

Section 6. 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 from the lien thereof.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority; and
- (b) the Common Area.

ARTICLE VI

USE RESTRICTIONS

A. The use of the Common Area shall be subject to the restrictions set forth in Article II, Section 1, and to those restrictions hereinafter set forth.

B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

C. No Owner shall place any structure whatsoever upon the Common Area nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members.

D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE VIII

EASEMENTS AND LICENSES

A. The conveyance of the Common Area by Declarant to the Association is subject to the perpetual easement in favor of Sanitary & Improvement District No. 297 of Douglas County, Nebraska, its successors and assigns, to enter upon said property for purposes of maintaining, replacing and repairing utilities and drainage structures, and installing additional utilities and drainage structures.

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ARTICLE IX

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, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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 the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots. Any amendment must be recorded. Provided, however, that the Association shall have the right by an express written Permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot of any covenant or easement granted to the Association.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties after four (4) years following the date of this instrument 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 B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXECUTED this 21st day of March, 1980.

DODGE DEVELOPMENT, INC.
Declarant

By: N. P. Dodge, Jr.
President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came N. P. Dodge, Jr., President of DODGE DEVELOPMENT, INC., a Nebraska corporation, to me personally known to be the President and identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof, to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date last above written.

Phyllis S. Fried
Notary Public

My Commission expires:

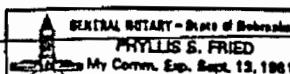
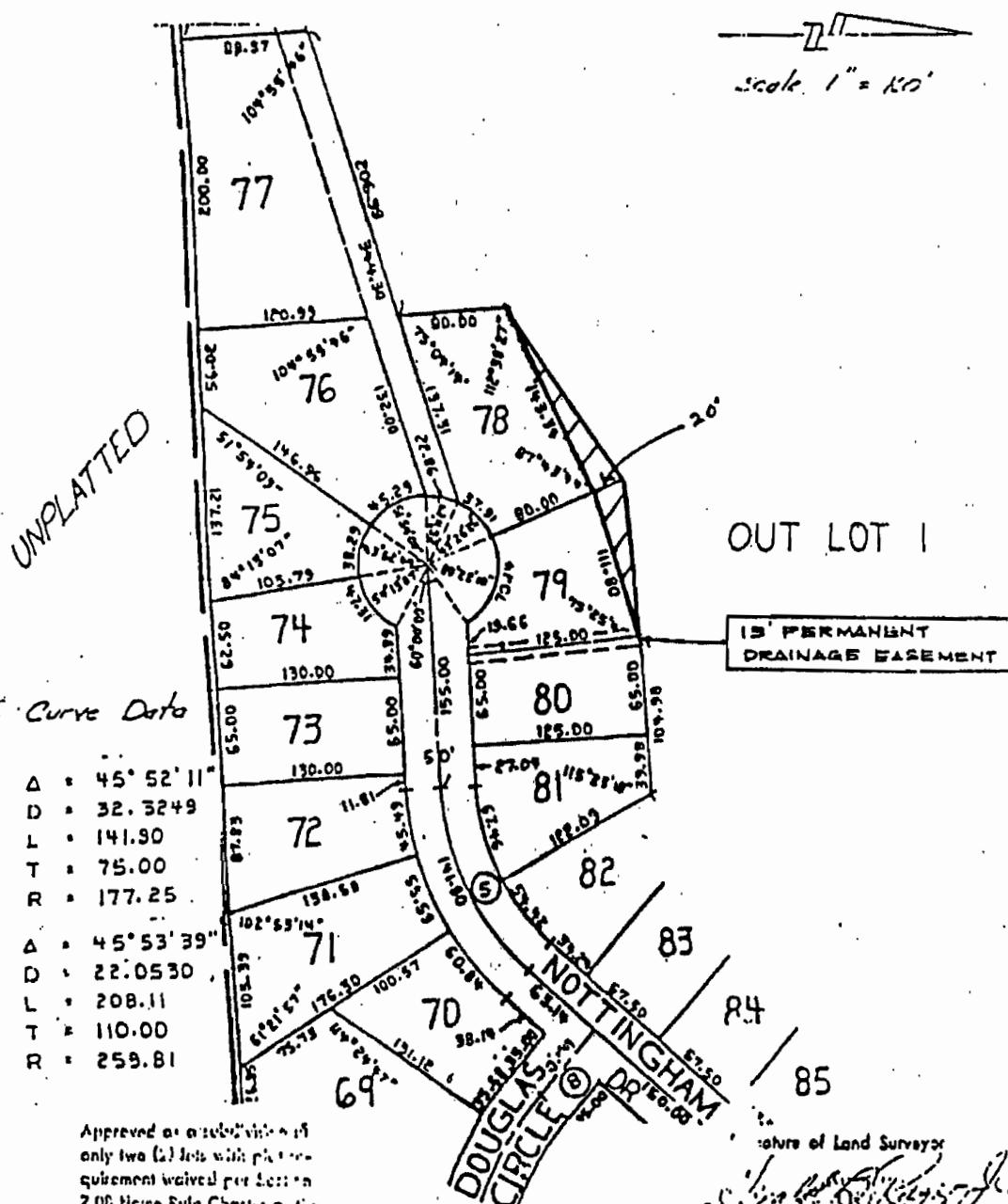


Exhibit "A"

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Exhibit A

That part of Out Lot 1, Greenfields Addition as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:
 Beginning at the Northeasterly corner of Lot 79 Greenfields Addition; thence S 75°47'51" W (an assumed bearing) along the Northerly line of said Lot 79 for 111.80 feet to the Northerly corner common to Lots 78 and 79, Greenfields Addition; thence S 67°43'44" W along the Northerly line of said Lot 78 for 143.34 feet to the Northwesterly corner of said Lot 78; thence N 59°50'07" E for 145.51 feet to a point on the Northwesterly projection of the line common to said Lots 78 and 79 and 20.0 feet, N 20°00'00" W from the Northerly corner common to said Lots 78 and 79; thence N 85°42'48" E for 115.55 feet to the Point of Beginning. (Contains 2544.6 square feet or 0.058 acres).



DATE RECEIVED *1/17/75*
 Date *1/17/75* Planning Director

Date *1/17/75* Reg. No. *2221*