

BOOK 785 PAGE 133

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 23 inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, Declarant desires to make all of the above said property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, subject to the covenants, conditions and restrictions hereinafter set forth,

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

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Sunridge Home-owners Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to Lots 1 through 23, inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any one of the numbered lots 1 through 23, inclusive in the Sunridge Addition.

Section 5. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least 80% completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

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

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Section 6. "Declarant" shall mean and refer to all persons and entities signing this instrument.

ARTICLE II. PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of Apollo Building Corp. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B. Class B Member shall be Apollo Building Corp. which shall be entitled to three votes for each Lot owned. The Class B membership shall terminate and be converted into Class A membership upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
(b) January 1, 1990.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot, according to the plans and specifications which is at least 80% completed and owned within the Properties, hereby covenants, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
(2) Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees,

shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by such Owner's successors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the maximum annual assessment shall be \$840.00 per year payable in 12 equal monthly installments of \$70.00 per month per improved lot.

(a) From and after January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the monthly assessment may be increased by not more than the greater of: (1) Five percent (5%) or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the month of October preceding the subject year, over the month of October one year prior to that, all without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the monthly assessment may be increased over and above the amount permitted under the preceding paragraph (a), by a vote of not less than two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Members who shall vote, in person or by proxy, at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or under Section 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; and Due Dates. The annual assessments provided for herein shall commence as to each improved Lot on the first day of the month following the conveyance of such improved Lot from Apollo Building Corp. to an owner. The first annual assessment shall be adjusted according to the number of months remaining in

the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each improved Lot not less than thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not the assessments on a specified improved Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular improved Lot shall be binding upon the Association as of the date of its issuance by the Association.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association.

ARTICLE V.
EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each improved Lot which is subject to assessment hereunder as follows:

- (a) No exterior maintenance and repair will be provided to the roofs of the units. However, in the event roof replacement is required as a capital expenditure, the Association will provide for the replacement of the roof.
- (b) Maintain and repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any exterior concrete surfaces, any doors, door openers, and condenser units for air conditioning systems through normal wear and tear. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors when necessary due to reasonable wear and tear.
- (c) Maintenance, repair, and replacement of gutters and downspouts.
- (d) Maintain trees and shrubs, lawns, walks, and other exterior landscaping and improvements, except such as may be within the confines of any fenced in area on any improved Lot and excluding all exterior concrete surfaces.
- (e) Operation and maintenance of an underground watering system.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved lot shall result from the willful or negligent acts of the Owner of any lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VI.
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

ARTICLE VII.
PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

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

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

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

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

additional arbitrator, and all Owners shall be bound by any decision arrived at by a majority of all such arbitrators.

**ARTICLE VIII.
STAGED DEVELOPMENTS**

Additional land that Apollo Building Corp. may determine contiguous and appurtenant to Sunridge Addition, a Subdivision in Douglas County, Nebraska may be annexed and made subject to this Declaration of Covenants, Conditions and Restrictions, by the Declarant, without the consent of the members, within seven (7) years of the date of this instrument, provided that the FHA and the VA determine that such annexation is in accord with the general plan of development of the area.

**ARTICLE IX.
GENERAL RESTRICTIONS AND OTHER PROVISIONS**

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

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by Apollo Building Corp. as a sales and rental office, or as a model home or both, and while any Lot is so used, it shall have the right, for itself, or its nominee, to place signs on the premises advertising such office or model home, or both.
- (e) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties.
- (f) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot shall be subject to written regulation, restriction or exclusion by the Association.
- (g) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

(b) All gardens are subject to regulation and possible prohibition by the rules of the architectural committees.

**ARTICLE X.
INSURANCE**

Section 1. The Association shall purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements against losses by fire, lightning, wind storm and other perils covered by standard extended coverage endorsements.

The Association shall also purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association and for its officers and Board of Directors. Finally, if the Association has any employees, the Association shall purchase and provide workmen's compensation insurance for all employees who may come within the scope of the Nebraska workmen's compensation laws.

Section 2. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance. The deductible portion of the applicable master insurance policy shall be borne by those lots which suffered the loss as determined by the Board of Directors. In such case, should the Owners so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss sustained from the casualty for which the proceeds shall be payable and such sums shall be first applied toward satisfaction of any recorded first mortgage against such Lots, next toward satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis. In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited to the working fund of the Association.

Section 3. Each Lot Owner should obtain additional insurance for the Owner's benefit at such Owner's own expense. Each Lot Owner should obtain additional insurance to cover specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the 20% co-insurance provision of the full replacement cost of the improvements, and any exclusions of coverage from the master policy provided the Association.

**ARTICLE XI.
ACCESS**

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XII.
UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such purposes shall be paid for by the Association, and that the meter will be maintained by the Association. The Association will pay the deductible portion of any loss which is caused by the exterior underground water system and the water usage associated therewith. The water metered for the residential structure on any such Lot is paid for by the Owner of such Lot.

Each Lot shall have a separate water, electric, gas and/or other applicable utility meter, and shall be serviced by separate utility service lines.

ARTICLE XIII.
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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 or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. These Declarations may be amended at any time by the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. These covenants and restrictions contained in this Declaration shall run with the Land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

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 (FHA) or the Veterans Administration (VA):

- (a) Annexation of additional lands to the properties covered by this Declaration;
- (b) Amendment of this Declaration of Covenants, Conditions and Restrictions

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions this _____ day of May, 1986.

BOOK 785 PAGE 141

ATTEST:

APOLLO BUILDING CORP.,
a Nebraska corporation.

Lawrence C. Ficenec
Secretary

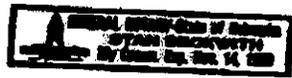
By: Terrence J. Ficenec
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came, TERRENCE J. FICENEC, to me personally known to be the President of Apollo Building, Corp., a Nebraska corporation, and he acknowledged the execution of the above to be his voluntary act and deed as such officer and that the execution of this document was duly authorized by said corporation.

WITNESS my hand and notarial seal the day and year last above written.

Stan Beckwith
Notary Public



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AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS

These Declarations, executed on May 28, 1986, and duly recorded on August 11, 1986 at the Douglas County Register of Deeds office at Miscellaneous Book 785, Pages 133 through 141, legally described as: Lots 1 through 23 inclusive, Sunridge Addition, a Subdivision in Douglas County, Nebraska, are hereby amended in the following respects:

(1) Article IV, COVENANT FOR MAINTENANCE AND ASSESSMENTS, Section 5, is deleted in its entirety and the following substituted:

"Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than ten days nor more than 50 days in advance of such meeting. At such first meeting called, the presence of members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting."

(2) Article V, EXTERIOR MAINTENANCE, is deleted in its entirety and the following is substituted:

ARTICLE V
EXTERIOR MAINTENANCE

"The Association shall provide exterior maintenance upon each improved lot which is subject to assessment hereunder as follows:

(a) Exterior lawn care consisting of regular mowing, and aeration, the application of chemical fertilizer and pesticide, and edging along the sidewalks and driveways and trimming of the decorative shrubs in the front yard of the homes in the Association.

(b) Maintain and operate the underground irrigation system for the health and care of the exterior lawns.

(c) Snow removal when the accumulation is 2" or more on the driveways and sidewalks.

Notwithstanding any of the foregoing, in the event the need for maintenance or repair on any improved lot shall result from the willful or negligent acts of the owner of any lot or such person's family, guest, invitees, or tenants, the cost of the exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. The Association shall not provide any exterior painting nor maintenance of exterior concrete surfaces.

In the event that the Board of Directors shall determine at any meeting that an owner is delinquent in the maintenance of his or her property, then the Association shall give 30 days written notice to the owner setting forth the steps needed to maintain the property in accordance with the decor and standards of the homes in the Association. If the owner fails, after receiving 30 days written notice, to maintain his or her property as befits the standards existing of homes in the Association, then the Association can hire a contractor to perform the needed work and assess the owner's improved lot as an extraordinary assessment which shall constitute a lien against the property."

(3) Article IX, GENERAL RESTRICTIONS AND OTHER PROVISIONS, Section 1, Paragraph (b), is deleted in its entirety and the following substituted:

Section 1.

"(b) The keeping of all pets shall be subject to written regulation, restriction, or exclusion by the Association as the need may arise."

(4) Article X, INSURANCE, Section 3, is deleted in its entirety and the following substituted:

"Each owner shall obtain such additional insurance for the owner's benefit at the owner's expense to cover specific improvements and betterments in the owner's unit, personal liability, specific personal property items, the 20% co-insurance provision of the full replacement costs in the improvements, and any exclusions coverage from the master policy provided by the Association. Each owner shall provide proof of insurance annually at the annual meeting of the members."

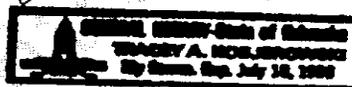
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Eileen I. Berger, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Eileen I. Berger
Eileen I. Berger

SUBSCRIBED AND SWORN to before me this 28 day of July, 1993.

Tracy A. Kozlowski
Notary Public



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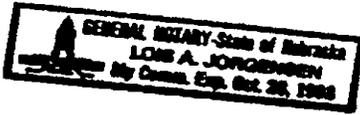
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Merrill Blatchford and Irma Blatchford, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Merrill Blatchford
Merrill Blatchford

Irma Blatchford
Irma Blatchford

SUBSCRIBED AND SWORN to before me this 2 day of August, 1993.



Lois A. Jorgensen
Notary Public

WWW.CENTRAL...

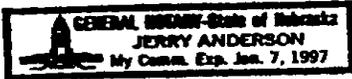
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Donald Bock and Ann Bock, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Donald Bock
Donald Bock

(Ann Bock)
Ann Bock

SUBSCRIBED AND SWORN to before me this 24 day of July, 1993.



Jerry Anderson
Notary Public

CONFIDENTIAL

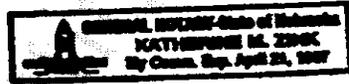
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Elizabeth A. Brittenham, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Elizabeth A. Brittenham
Elizabeth A. Brittenham

SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.

Constance M. York
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

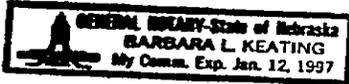
Arthur Brownlee and Edna Brownlee, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Arthur Brownlee
Arthur Brownlee

Edna Brownlee
Edna Brownlee

SUBSCRIBED AND SWORN to before me this 30 day of July, 1993.

Barbara L. Keating
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

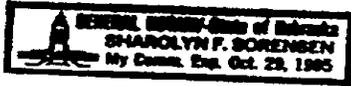
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Don Carlos and Polly Carlos, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Don Carlos
Don Carlos
Polly Carlos
Polly Carlos

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Sharilyn J. Sorensen
Notary Public



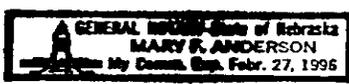
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Bonnie T. Conant, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Bonnie T. Conant
Bonnie T. Conant

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.



Mary S. Anderson
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Ronald Dahlgren and Connie Dahlgren, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Ronald Dahlgren
Ronald Dahlgren

Connie Dahlgren
Connie Dahlgren

SUBSCRIBED AND SWORN to before me this 2 day of August, 1993.

 **GENERAL COUNCIL - State of Nebraska**
PHYLLIS TRAVER
My Comm. Exp. July 10, 1996

Phyllis Traver
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

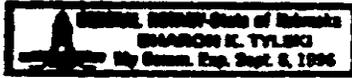
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Doris Deras, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Doris Deras
Doris Deras

SUBSCRIBED AND SWORN to before me this 30 day of July, 1993.

Sharon K. Tylinski
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

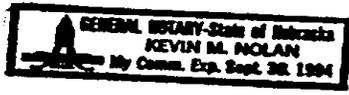
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Richard Egr and Florence Egr, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Richard M. Egr
Richard Egr

Florence M. Egr
Florence Egr

SUBSCRIBED AND SWORN to before me this 4th day of August, 1993.



Kevin M. Nolan
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

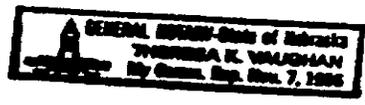
Fred Eisenhut and Wanda Eisenhut, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Fred Eisenhut
Fred Eisenhut

Wanda Eisenhut
Wanda Eisenhut

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Theresa K. Vaughan
Notary Public



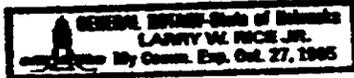
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Linda Frey, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Linda Frey
Linda Frey

SUBSCRIBED AND SWORN to before me this 31 day of July, 1993.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

WWW.ONLINEFILE.COM

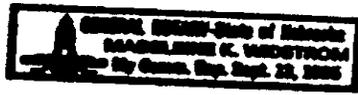
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Robert Ginsburg and Gail Ginsburg, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Robert Ginsburg
Robert Ginsburg

Gail Ginsburg
Gail Ginsburg

SUBSCRIBED AND SWORN to before me this 12th day of August, 1993.



Madelene K. Widstrom
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

WWW.CENTRALNOTARY.COM

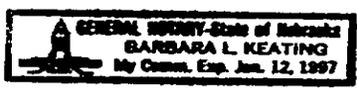
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Marlene Goos, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Marlene Goos

Marlene Goos

August SUBSCRIBED AND SWORN to before me this 3 day of _____, 1993.



Barbara L. Keating

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

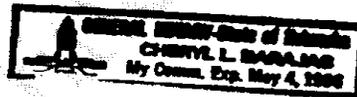
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

JoAnn Hobson, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

JoAnn Hobson
JoAnn Hobson

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.

Cheryl L. Barajas
Notary public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

FILED
1993 JUL 27 PM 4:15
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Corinne Houston, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Corinne Houston
Corinne Houston

SUBSCRIBED AND SWORN to before me this 29th day of July, 1993.



Cheryl L. Smith
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

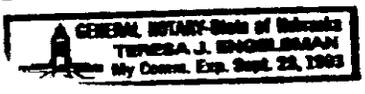
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Jack Krisel and Phyllis Krisel, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Jack Krisel
Jack Krisel

Phyllis Krisel
Phyllis Krisel

SUBSCRIBED AND SWORN to before me this 9 day of Aug, 1993.



Teresa J. Engelmann
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

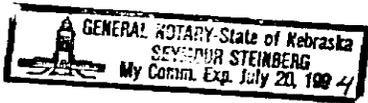
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Philip and Evelyn Lang, husband and wife, being first duly sworn on oath, deposes and say that they are the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Philip Lang
Philip Lang

Evelyn Lang
Evelyn Lang

SUBSCRIBED AND SWORN to before me this 1 day of August, 1993.



Seymour Steinberg
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

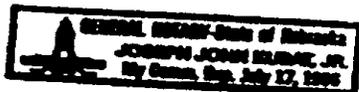
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Mary Langan, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Mary Langan
Mary Langan

SUBSCRIBED AND SWORN to before me this 14th day of August, 1993.

Joseph John Kubat
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

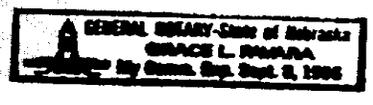
Rex Mack and Eleanor R. Mack, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Rex Mack
Rex Mack

Eleanor R. Mack
Eleanor R. Mack

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.

Grace L. Favara
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

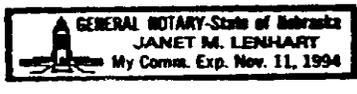
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Lynette Miller, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Lynette Miller
Lynette Miller

SUBSCRIBED AND SWORN to before me this 28th day of July, 1993.

Janet M. Lenhart
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Patricia Morocco, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

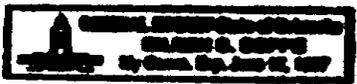
Patricia Morocco

Patricia Morocco

SUBSCRIBED AND SWORN to before me this 28 day of July, 1993.

William S. Seffer

Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA
COUNTY OF DOUGLAS

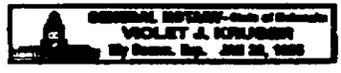
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Neal Mosser and Ann Mosser, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Neal Mosser
Neal Mosser

Ann Mosser
Ann Mosser

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.



Violet J. Kurlander
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

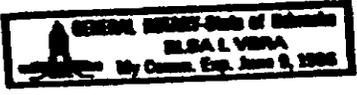
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Ralph Nielsen and Luella Nielsen, husband and wife, being first duly sworn on oath, depose and say that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Ralph Nielsen
Ralph Nielsen

Luella Nielsen
Luella Nielsen

SUBSCRIBED AND SWORN to before me this 3 day of August, 1993.



Elsa L. Vera
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

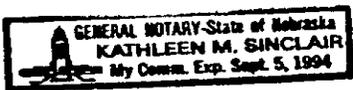
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Florence Ohman and Mildred Ohman, joint owners, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Florence Ohman
Florence Ohman

Mildred Ohman
Mildred Ohman

SUBSCRIBED AND SWORN to before me this 29 day of July, 1993.

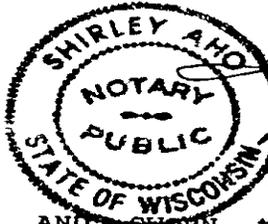


Kathleen M. Sinclair
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

George W. O'Keefe and Marjorie O'Keefe, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.



George W. O'Keefe
George W. O'Keefe

Marjorie O'Keefe
Marjorie O'Keefe

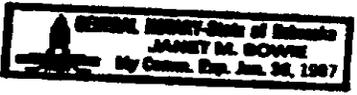
SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.

Shirley Aho
Notary Public
My Commission Expires Nov. 7, 1998

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John Peters and JoAn Peters, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.



John Peters
John Peters

JoAn Peters
JoAn Peters

SUBSCRIBED AND SWORN to before me this 29 day of July, 1993.

Janet M. Bowie
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

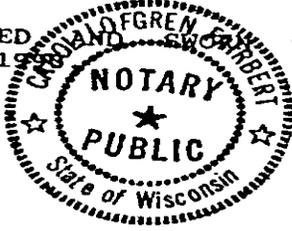
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Eugene Rose and Mary Rose, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Eugene Rose
Eugene Rose

Mary Rose
Mary Rose

SUBSCRIBED July, 1930 to before me this 30th day of



Carol Lafgren Fairbert
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

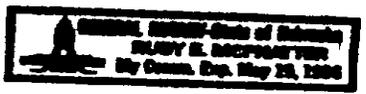
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John P. Salerno, being first duly sworn on oath, deposes and says that he is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that he has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that he executes this instrument as his voluntary act and deed.

John P. Salerno
John P. Salerno

SUBSCRIBED AND SWORN to before me this 9th day of Aug, 1993.

Ruby E. McHatter
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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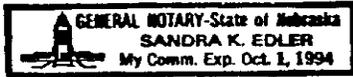
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Gregory Schatz and Carol Schatz, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Gregory Schatz
Gregory Schatz

Carol Schatz
Carol Schatz

SUBSCRIBED AND SWORN to before me this 11th day of August, 1993.



Sandra K. Edler
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

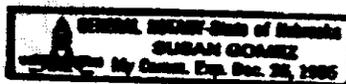
Al Simonsen and Eunice Simonsen, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Al Simonsen
Al Simonsen

Eunice Simonsen
Eunice Simonsen

SUBSCRIBED AND SWORN to before me this 6 day of August, 1993.

Susan Gomez
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

John Skinner and Madgel Skinner, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

John Skinner
John Skinner

Madgel Skinner
Madgel Skinner

SUBSCRIBED AND SWORN to before me this 3 day of August, 1993.

Kathleen M. Sinclair
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Emily Spangenberg, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Emily Spangenberg
Emily Spangenberg

SUBSCRIBED AND SWORN to before me this 2 day of Aug., 1993.

Kelli R. Grubbs
Notary Public



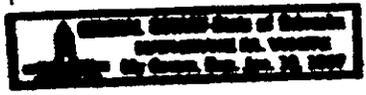
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Jeanne Spence, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

~~Jeanne Spence~~ Neb. 601 247623
Jeanne Spence AP. 10-94

SUBSCRIBED AND SWORN to before me this 30 day of July, 1993.



Kathryn M. White
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

UNRECORDED COPY

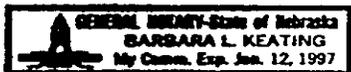
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Herbert Spencer, being first duly sworn on oath, deposes and says that he is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that he has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that he executes this instrument as his voluntary act and deed.

Herbert Spencer
Herbert Spencer

skelly SUBSCRIBED AND SWORN to before me this 29 day of _____, 1993.

Barbara Keating
Notary Public



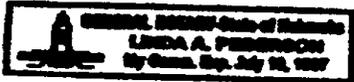
RECORDED

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Luella Titus, being first duly sworn on oath, deposes and says that she is the owner of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that she has read the above and foregoing Amendments to same, knows the contents thereof and that the statements therein contained are true and that she executes this instrument as her voluntary act and deed.

Luella Titus
Luella Titus

SUBSCRIBED AND SWORN to before me this 27th day of July, 1993.



Linda A. Pederson
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

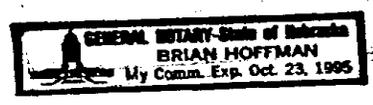
Sam Vecchio and Louise Vecchio, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Sam Vecchio
Sam Vecchio

Louise M. Vecchio
Louise Vecchio

SUBSCRIBED AND SWORN to before me this 25 day of July, 1993.

Brian Hoffman
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Dwane G. Werblow and Joan Werblow, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Dwane G. Werblow
Dwane G. Werblow

Joan Werblow
Joan Werblow

SUBSCRIBED AND SWORN to before me this 13 day of August, 1993.



Terri A. Owen
Notary Public

BOOK 1091 PAGE 703

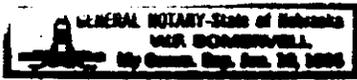
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Gary Young and Linda Young, husband and wife, being first duly sworn on oath, deposes and says that they are the owners of an improved lot subject to the above described Declaration of Covenants, Conditions and Restrictions; that they have read the above and foregoing Amendments to same, know the contents thereof and that the statements therein contained are true and that they execute this instrument as their voluntary act and deed.

Gary Young
Gary Young

Linda Young
Linda Young

SUBSCRIBED AND SWORN to before me this 5th day of August, 1993.



W.F. Sommerwell
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

UM 24241 1091 R 90-15 FB MC-37570
CASH _____ BK _____
TYPE MISC PG 600-703 CTO _____ COMP _____ SCAN hu
FEE 23150 OF MISC LEGL PG _____ MC _____ FV _____

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Aug 25 8 48 AM '93
J. AUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



MISC 2004000444



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Douglas W. Ruge, II
REGISTER OF DEEDS
NEBRASKA COUNTY

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COVER PAGE:

AMENDED AND RESTATED DECLARATION OF COVENANTS
AND CONDITIONS AND RESTRICTIONS
AMENDED IN 2003

SUNRIDGE HOMEOWNERS ASSOCIATION, INC.

Misc	FEE	1065	FB	74-37570
11	BKP		C/O	COMP
22	DEL		SCAN	FV

After filing return to:

Douglas W. Ruge, II
Attorney at Law
14769 California St.
Omaha, NE 68154

3349

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AMENDED AND RESTATED DECLARATION
OF COVENANTS AND CONDITIONS AND RESTRICTIONS
AMENDED IN 2003

These DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties who are, at least ninety percent (90%) of the Lot Owners in the Sunridge Addition Association, Inc.,

WITNESSETH:

WHEREAS, the Undersigned, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 23 inclusive, in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and the improvements thereon, consisting of 45 individually owned Townhouses, and

WHEREAS, the Undersigned desires to make all of the above said property, subject to the covenant, conditions and restrictions hereinafter set forth,

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

ARTICLE I
DEFINITIONS

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

Section 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

Section 3. "Properties" shall mean and refer to any individually owned Townhouses in Sunridge Addition, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Section 4 "Lot" shall mean and refer to any Lot included within the Properties, upon which is erected a dwelling.

ARTICLE II PROPERTY RIGHTS

Section I. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section II. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof, to such parking rights as shall be available upon such Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Each Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both shall be Members; provided however, that the vote for such Lot shall be exercised as such persons or entities or both shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot, according to the plans and specifications which is at least 80% completed and owned within the Properties, hereby covenants, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, is, and shall be, deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges and

(2) Special assessments for capital improvements.

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance and other matters, as more fully set out in Article V herein.

The monthly assessment may be increased by not more than the greater of: (1) five percent (5%) or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D. C.).

Section 3 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction repair or replacement of a capital improvement including fixtures and personal property related thereto, and for the cost of exterior maintenance, as set out in Article V herein, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of Members who shall vote, in person or by proxy, at a meeting duly called for such purpose.

Section 4. Notice and Quorum for any action authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten days nor more than 50 days in advance of such meeting. At such first meeting called, the presence of members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of members, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount, and may be collected on a monthly basis. The monthly assessment may be increased over and above the amount of five percent (5%) by a vote of not less than two-thirds (2/3) of members who are voting at a meeting duly called for this purpose.

Section 6. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month. The Board of Directors of the Association shall fix the amount of the annual assessment against each improved Lot not less than thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors.

Section 7 Effect of Nonpayment of Assessment: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the state of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. Any such assessment, if not paid after thirty (30) days, shall automatically become a lien on the respective owner's lot. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through Proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association.

ARTICLE V EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each improved lot which is subject to assessment hereunder as follows:

- (a) Exterior lawn care consisting of regular mowing, and aeration, the application of chemical fertilizer and pesticide, and edging along the sidewalks and driveways and trimming of the decorative shrubs in the front yard of the homes in the Association.
- (b) Maintain and operate the underground irrigation system for the health and care of the exterior lawns.

- (c) Snow removal when the accumulation is 2" or more on the driveways and sidewalks.

Notwithstanding any of the foregoing, in the event the need for maintenance or repair on any improved lot shall result from the willful or negligent acts of the owner of any lot or such person's family, guest, invitees or tenants, the cost of the exterior maintenance shall be added to and become a part of the assessment to which the lot is subject. The Association shall not provide any exterior painting nor maintenance of exterior concrete surfaces.

In the event that the Board of Directors shall determine at any meeting that an owner is delinquent in the maintenance of his or her property, then the Association shall give 30 days written notice to the owner setting forth the steps needed to maintain the property in accordance with the decor and standards of the homes in the Association. If the owner fails, after receiving 30 days written notice, to maintain his or her property as befits the standards existing of homes in the Association then the Association can hire a contractor to perform the needed work and assess the owner's improved lot as an assessment which shall constitute a lien against the property.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, or shrubs be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, and shrubs and by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. If said Board, or its designated architectural committee, as the case may be, shall fail to either approve or disapprove any such matter so submitted, as hereinabove provided, within thirty (30) days after such plans and specifications shall have been submitted, then the Owner submitting such plans and specifications shall be deemed to have received approval thereof, and such Owner may proceed in accordance with said plans and specifications.

ARTICLE VII PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of any party wall shall be shared by the Owners who make use of such party wall in proportion to the length of each lot and party wall.

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

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

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

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

ARTICLE VIII GENERAL RESTRICTIONS AND OTHER PROVISIONS

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

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No clothes line or clothes hanger shall be constructed on any lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Association, one or more master television antenna towers may be erected for the benefit and use of all or part of the Owners of the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to one (1) per household. All pets shall be leashed when outside of the

residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes.

- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No personal business, political, or billboard signs shall be placed on the lawns. "Painting," "Roofing," and "Garage Sale" signs may be displayed no longer than one (1) week. "For Sale" signs may be displayed until a house is sold.
- (e) No trailer, motor home, 5th wheel, tent, shack, barn, or other outbuilding shall at any time be used for human habitation, either temporarily or permanently.
- (f) No awnings or sun screens of any type shall be affixed to any building or structure on any lot without the written consent of the Association.
- (g) All gardens are subject to regulation and possible prohibition by the rules of the Architectural committee.

ARTICLE IX INSURANCE

Section 1. The Association shall purchase and maintain a Condominium (some times referred to as the Master policy) Insurance policy providing property and casualty insurance on the property owned by the Association in an amount equal to at least ninety percent (90%) of the full replacement value of said property. The comprehensive general liability and general hazards coverage provided by such policy shall have limits of liability, as reasonably determined from time to time by the Board of Directors. If the Association has any employees, the Association shall purchase and provide workman's compensation insurance for all employees who may come within the scope of the Nebraska workmen's compensation law. The Association, in addition to the foregoing, shall provide directors and officers liability coverage.

Section 2. The Association is hereby irrevocably appointed as Agent for each Owner of each and every Lot in the Properties and for the holder of any Mortgage on any Lot in the Properties, to adjust all claims arising under insurance policies purchased by the Association on the improvements on the Properties, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds shall be applied by the Association toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory

where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of the applicable master insurance policy shall be borne by these lots which suffered the loss as determined by the Board of Directors. In such case, should the Owners not repair or replace the home in a timely manner, the proceeds, along with the insurance indemnity, if any, shall be credited to each Owner in accordance with such Owner's prorata share of the loss sustained from the casualty for which the proceeds shall be payable. Such sums shall be first applied toward satisfaction of any recorded first mortgage against such Lots, next toward satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said properties, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owner of such razed properties on a prorata basis.

In case the insurance proceeds do not equal the cost of repairs or rebuilding, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the Owner of the damaged improvements. In any cases of over insurance, any excess proceeds of insurance received shall be credited to the working fund of the Association.

Section 3 Each Owner shall obtain such additional insurance for the owner's benefit at the owner's expense to cover specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, the ninety (90%) co-insurance provision of the full replacement costs in the improvements, and any exclusions coverage from the master policy provided by the Association.

ARTICLE X ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XI UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such purposes shall be paid for by the Association, and that the meter will be maintained by the Association. The Association will pay the deductible portion of any loss which is caused by the exterior water system and the water usage associated therewith. The water metered for the residential structure on any such Lot is paid for by the Owner of such Lot.

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Each Lot shall have a separate water, electric, gas and/or other applicable utility meter, and shall be serviced by separate utility service lines.

ARTICLE XII
RENTAL OF LOTS

Each Lot which is rented to a tenant by the record title holder of the respective Lot at the time of execution of these Amended and Restated Covenants, may continue to be rented until such time as the Lot is owner-occupied by the record title holder. Any Lot which is not currently rented to a tenant, whether or not currently owner-occupied, may not be rented to a tenant regardless of whether that agreement is an oral or written lease agreement.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of 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 or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as Deeds shall be recorded at such time.

Section 4. Term. The covenants and restrictions contained in this Declaration shall run with the land, and shall be binding on each Owner and their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Sunridge Homeowners Association, Inc., state that a regular and properly called meeting of the Sunridge Homeowners Association, Inc., was conducted, and the instrument was signed by at least ninety percent (90%) of the 45 Lot owners, approving the Amended and Restated Declarations, and is kept by the Association in its Corporate Records

The Undersigned has executed these Declarations of Covenants, Conditions and Restrictions this 29 day of December, 2003.

ATTEST:

SIGNED BY:

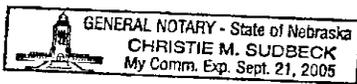
Richard M. Egn
President

Anna B. Brienbauch
Secretary

RICHARD M. EGN
(please print names)

ANNA B. Brienbauch

Subscribed and Sworn before me: 29th day of December, 2003.



By Christie M. Sudbeck

