

DECLARATION
OF CONDITIONS AND RESTRICTIONS

OF
THE ABBEY HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by JOHN J. MALONEY, President of TOWER INVESTMENTS INCORPORATION, also known as THE ABBEY HOME OWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the City of Omaha, County of Douglas, State of Nebraska, which is more particularly described as:

Lot One (1) through Sixty-Nine (69) inclusive, and outlots A, B, C, D, E, and F, outlots A through F incorporated in "The Abbey" Addition, the same being a replat of Lots Two Hundred Twenty-Nine (229) Two Hundred Thirty (230) Two Hundred Thirty-One (231) Two Hundred Thirty-Two (232) and Four Hundred Three (402) in the Candlewood Addition as surveyed, platted and recorded.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in

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the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TOWER INVESTMENT INCORPORATION, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property including the improvements thereto owned by the Association for the common use and enjoyment of all of the owners.

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

Section 6. "Declarant" shall mean and refer to TOWER

INVESTMENT INCORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31st, 1989.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation

of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers and The Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefitted homeowner for the cost of repair of the private sewer.

The annual assessments or charges as levied by THE ABBEY HOMEOWNERS ASSOCIATION, shall be used by said association as follows: (a) administrative expenses, both legal and audit services; (b) electricity for lighting and street light maintenance; (c) water maintenance; (d) snow removal; (e) the maintenance of private lawns and common entry and common lots; (f) private street and plaza area maintenance and repair; (g) fence maintenance; and for such other similar expenses that may be considered common area maintenance, as from time to time may be approved by said association.

Section 2. Purpose of Assessments. The assessments

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sess-

- (a) when the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31st, 1989.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers and The Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefitted homeowner for the cost of repair of the private sewer.

The annual assessments or charges as levied by THE ABBEY HOMEOWNERS ASSOCIATION, shall be used by said association as follows: (a) administrative expenses, both legal and audit services; (b) electricity for lighting and street light maintenance; (c) water maintenance; (d) snow removal; (e) yard maintenance, including entry and common lot shrubs; (f) private street and plaza area maintenance and repair; (g) fence maintenance; and for such other similar expenses that may be considered common area maintenance, as from time to time may be approved by said association.

Section 2. Purpose of Assessments. The assessments

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levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Seven Hundred Eighty and NO/100***** per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 7.5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 7.5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in

whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Are, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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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 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the convey-

ance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate

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

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ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not

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be required, and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

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

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

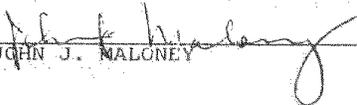
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be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

seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 23rd day of August, 1985.


JOHN J. MALONEY

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of THE ABBEY HOME OWNERS ASSOCIATION, a Nebraska corporation, and,

That the foregoing Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION as duly adopted at a meeting of the Board of Directors thereof, held on the 16th

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day of August, 1985

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 23rd day of August, 1985.

[Handwritten Signature]
SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of August, 1985, before me, the undersigned, a Notary Public in and for said County, personally came JOHN J. MALONEY, President of TOWER INVESTMENTS INCORPORATED, to me personally known to be the President, and the identical person whose name is affixed to the above and foregoing Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

Thomas M. Reser
NOTARY PUBLIC

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AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS

OF

THE ABBEY HOME OWNERS ASSOCIATION

THIS AMENDMENT to Declaration made on the date hereinafter set forth by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC., also known as THE ABBEY HOME OWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant herewith makes the following amendments to the document known as DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOME OWNERS ASSOCIATION (the "DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, the same appearing at Book 749, Page 357.

1. The correct name and style of Declarant is TOWER INVESTMENTS, INC., and not, as erroneously set forth in the DECLARATION, TOWER INVESTMENTS INCORPORATION, and any reference to Declarant in the DECLARATION shall be deemed amended accordingly.

2. The following provisions of such DECLARATION shall be amended to read, in their entirety, as set forth below, and the remaining provisions are hereby ratified and reaffirmed without change.

ARTICLE I

DEFINITIONS

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded document and upon which is located a single family dwelling unit, with the exception of the Common Area.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such interests shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1991.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 7.5% by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If a required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

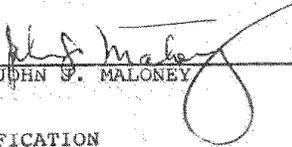
ARTICLE VI

GENERAL PROVISIONS

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties upon the assent of

two-thirds (2/3rds) of the vote of the members voting in person or by proxy at a meeting duly called for this purpose in the manner provided in Article IV, Section 5.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand ~~and seal~~ this 11th day of June, 1986.



JOHN S. MALONEY

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE ABBEY HOME OWNERS ASSOCIATION, a Nebraska Corporation; and that the foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION was duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of June, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name ~~and~~ ~~affixed both seal and signature of said Corporation~~ this 11th day of June, 1986.



SECRETARY

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 11th day of June, 1986, before me, the undersigned, a Notary Public in and for said County, personally came JOHN J.

MALONEY, President of TOWER INVESTMENTS, INC., to me personally known to be the President, and the identical person whose name is affixed to the above and foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOME OWNERS ASSOCIATION, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

THOMAS M. NEGER
GENERAL NOTARY PUBLIC
STATE OF NEBRASKA

Thomas M. Nege

NOTARY PUBLIC

Lot One (1) through Sixty-Nine (69) inclusive, and Outlots A,B,C,D,E, and F, incorporated in "THE ABBEY" Addition, the same being a replat of Lots 229, 230, 231, 232, and 403 in Candlewood Addition, as surveyed, platted and recorded, Douglas County, Nebraska.

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DOUGLAS COUNTY, NEBR.

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AGREEMENT

WHEREAS, TOWER INVESTMENTS, INC., a corporation organized and existing by and under the laws of the State of Nebraska, is the owner in fee of the following described real estate, to-wit:

Lot One (1) through Sixty-Nine (69) inclusive, and outlots A, B, C, D, E, and F, incorporated in "THE ABBEY" Addition, the same being a replat of Lots Two Hundred Twenty-Nine (229), Two Hundred Thirty (230), Two Hundred Thirty-One (231), Two Hundred Thirty-Two (232), and Four Hundred Three (403) in Candlewood Addition, as surveyed, platted, and recorded, the same being situated in the City of Omaha, State of Nebraska;

and

WHEREAS, said owner is constructing on said premises for sale to various and sundry persons, multiple dwelling units composed of two or more individual dwellings connected by division walls between said dwellings, each individual dwelling being hereinafter referred to as a "Dwelling", and

WHEREAS, it is intended by the undersigned to create in favor of each purchaser of a Dwelling, an easement covering party walls and placed on the lot lines separating the lots upon which the separate Dwellings are to be erected;

NOW, THEREFORE, the undersigned, TOWER INVESTMENTS INC., in order to protect each and every purchaser, his successors and assigns, of any lot or parcel thereof of said premises, the following easements on building structures and party walls located on any Dwelling on said premises, are hereby created, to-wit:

1. The said dividing walls shall be party walls between the adjoining Dwellings erected on said premises.

2. The cost of maintaining each party wall shall be born equally by the owners of either side of said wall.

3. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. In conformity therewith, each party shall maintain such homeowners insurance as is necessary to effectively cover the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay its share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or the replacement cost.

4. Either party shall have the right to break through the party wall for the purpose of repairing or restoring sewage, water or utilities, subject to the obligations to restore said wall to the previous structural condition at his own expense.

5. In the event of the destruction of any multiple dwelling unit or any portion thereof, the Dwellings so destroyed shall be restored at the joint of the party wall according to a uniform architectural plan and finish.

6. Neither party shall alter or change any party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said division wall shall have perpetual easement in that part of the premises of the other upon which said party wall is located for party wall purposes.

7. The easements hereby created are and shall be perpetual and construed as covenants running with the land, and each and every person accepting a deed to any lot or portion thereof in said multiple unit, shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot or portion thereof, shall thereby consent and agree to be bound by the covenants herein contained, to the same extent as though he had signed this instrument. The undersigned in executing and delivering deeds to said lots, shall insert in said conveyances by reference, that the same were made subject to the terms, conditions, reservations, and covenants herein contained as a named book and page of the record to which this instrument and any attached plat are recorded.

8. The expense of maintaining and repairing and replacing roofs shall be proportionately shared by the owners of the adjoined dwellings, according to the relative cost thereof.



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SECOND AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION

THIS AMENDMENT to Declaration made on the date hereinafter set forth by Linda Novak, Secretary and a member of the Board of Directors of the Abbey Homeowners Association, and all lot owners, said Association hereinafter referred to as "Declarant".

Said Declarant has joined with Tower Investment, Inc. and Commercial Federal Mortgage Corporation (herein collectively "Tower") in a settlement agreement dated as of June 25, 1991 (herein the "Agreement"). The ratification of this Second Amendment to Declaration (herein the "SECOND AMENDED DECLARATION") hereby ratifies said Agreement, and the Declarant and all lot owners agree to be bound by, and to execute all documents necessary, to effect the intent of the Agreement, and the Second Amendment to the Declaration.

WITNESSETH:

Declarant herewith makes the following amendments to the document known as DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (herein the "DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, on August 23, 1985, the same appearing at Book 749, Page 357, and to the document known as AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (herein the "AMENDED DECLARATION"), filed with the Register of Deeds, Douglas County, Nebraska, on June 17, 1986, the same appearing at Book 777, Page 643.

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1. The correct name and style of Declarant is the ABBEY HOMEOWNERS ASSOCIATION (herein the "ASSOCIATION") and not, as formerly set forth in the AMENDED DECLARATION, TOWER INVESTMENTS, INC., and any reference to Declarant in the DECLARATION, or in the AMENDED DECLARATION, shall be deemed amended accordingly.

2. Declarant is the owner of certain common areas located in The Abbey Addition, Douglas County, Nebraska, and the combined members of the Association own certain property located in Douglas County, Nebraska, which is legally described, when properly amended, as: Lots One (1) through Twenty-eight (28) inclusive, and Outlots A, B and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska. See Exhibit "A."

3. Lots 29-69, inclusive, and Outlots D, E and F, in the Abbey Addition (herein "North Abbey") as surveyed, platted and recorded in Douglas County, Nebraska are no longer properties within the Association and are not encumbered by the conditions and restrictions of this Second Amended Declaration or any previous Declaration or Amended Declaration affecting the North Abbey.

4. The following provisions of the DECLARATION and AMENDED DECLARATION are herewith amended as set forth below, and the remaining provisions of the Declaration and Amended Declaration are hereby ratified and reaffirmed without change:

ARTICLE I

DEFINITIONS

Section 1. "Association" will hereafter refer to the Abbey Homeowner's Association, its successors and assignees.

Section 3. "Properties" shall mean and refer to that certain real property more particularly described as: Lots One (1) through Twenty-Eight (28) inclusive, and Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

Section 6. "Declarant" shall mean and refer to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 2. Upon the date of the ratification of the SECOND AMENDED DECLARATION, voting membership in the Association is henceforth limited to those individuals who own any of the Properties. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such interests shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Tower agrees that all buildings, fences, walls and other structures that are commenced, erected or maintained in the

North Abbey will be in general conformity, as to external design, height, materials, location, kind, and nature, as those buildings, fences, walls and other structures that exist, or will exist, in or on the Properties.

Tower further agrees that they will not change the current zoning of North Abbey to that of a higher density without submitting such plans to, and approved in writing by, the Board of Directors of the Association. In the event that said Board fails to approve or disapprove such change in zoning within thirty (30) days after said proposal has been submitted to it, approval shall not be required.

ARTICLE VI

GENERAL PROVISIONS

Section 5. Class B membership's in the Association are herewith eliminated. The Association shall have the power to annex property, dedicate Common Areas, and amend the DECLARATION without receiving prior approval from either the Federal Housing Administration or the Veterans Administration.

Section 6. The owners of the Properties and the Association in consideration of one (1) dollar, and other good and valuable consideration, hereby quitclaim and transfer to Tower Investment, Inc., of the county of Douglas, state of Nebraska, all right, title, and interest in and to the following-described real estate, situated

in the County of Douglas, State of Nebraska, to wit: Lots 29-69 and Outlots D, E and F in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, states that the Association is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Second Amended Declaration and to carry out the transactions contemplated hereby, and all documents delivered or to be delivered in connection herewith, executed by the Association are valid and binding upon the Association and enforceable in accordance with their terms, and has hereunto set his hand and seal this 7th day of August, 1991.

Linda Novak

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of THE ABBEY HOMEOWNERS ASSOCIATION, A Nebraska Corporation, and, that the foregoing Amendment to Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION was duly adopted at a duly called meeting of the Abbey Homeowners Association, that said meeting was called according to the

