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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

This amended Declaration shall supercede the original Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners and all amendments thereto, and includes all of the following documents: (1) dated February 9, 1976 and recorded in Book 561, Pages 135 to 148, inclusive; (2) dated June 18, 1979 and recorded in Book 616, Pages 356 to 375, inclusive; (3) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (4) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (5) dated June 24, 1981 and recorded in Book 654, Pages 328 to 329, inclusive; and (6) dated June 30, 1982 and recorded in Book 673, Pages 154 and 155.

Article 1. Starting Date. This Amended Declaration of Covenants, Conditions and Restrictions shall take effect on 4-15, 1998.

Article 2. Definitions of Terms.

- 2.1 "Association" shall mean and refer to Woodstone Property Owners Association, Inc., its successors and assigns.
2.2 "Board" shall mean and refer to the Board of Directors of the Association.
2.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2.4 "Resident of the Association", or more simply "resident" shall denote any person who declares his/her permanent residence to be at a property that is part of the Association, and who is physically present in residence at that property for a minimum of 180 days per year.
2.5 "Property" shall mean Lots one (1) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II, which is a replatting of part of Lot five (5), Marshall and Lobeck's Addition; Lot one (1), Orchard Heights, 1st Addition; Lot six (6), Marshall & Lobeck's Addition, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.
2.6 "Common Area" shall mean any and all property, including the improvement thereto, owned by the Association for the use and enjoyment of all Owners.
2.7 "Declaration" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners Association, Inc.
2.8 "Bylaws" shall mean and refer to the Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc.
2.9 "Articles" shall mean and refer to the Restated Articles of Incorporation of the Woodstone Property Owners Association, Inc.

Article 3. The Purpose of this Declaration.

3.1 The following easements, restrictions, covenants and conditions, are intended to aid in protecting, preserving and, where possible, enhancing the value of the properties within the Association, and the desirability of living and the quality of life in the community governed by the Association.

Declaration of Covenants, Conditions and Restrictions.

Article 4. Who is Bound by this Declaration.

4.1 This Declaration shall be binding, without exception for any cause, upon all parties having any right, title, or interest, including residency, in any properties or any part thereof within the Association.

Article 5. Property Rights.

5.1 Owners' Rights to use of the Common Areas. Every Owner shall have a right to use the Common Area subject to provisions set forth in this Declaration.

5.2 Delegation of Use. Owners may delegate, in accordance with the Bylaws, the right of enjoyment of the Common Areas to members of the Owners' family, tenants, or contract purchasers who reside on the property.

5.3 Rights with Unpaid Assessments. The Board has the right to suspend the voting rights of any Owner for any period during which any dues or assessment against the Owner's property remains unpaid. Owners with unpaid dues or assessments shall be notified by the Board in advance of any impending vote that their voting rights are in jeopardy.

5.4 Use of property:

5.4.1 Use for Other than Housing. Each unit shall be used as a single family unit. No unit may be sub-divided into smaller units. No property may be used for any purpose except housing except for small businesses operated out of the home that do not violate local ordinances or zoning restrictions, and produce no commercial traffic or activity that could be considered noxious.

5.4.2 Owner Occupied Housing. The properties within the Association are intended as Owner-occupied dwellings. Nonetheless, the Association recognizes that an Owner may, at times, need to lease, contract, barter or transfer a property. Therefore, this Declaration allows for non-owner occupancy of dwellings under the following conditions: 1) No Owner may lease, transfer, loan, donate, barter or contract any dwelling without written consent of the Board. 2) No Owner may own more than one dwelling at a time within the Association without written consent of the Board.

5.4.3 Assessments for Violations. Violation of the conditions for Use of Property may subject the Owner to an assessment set by the Board but not to exceed \$1000 per year.

Article 6. Membership and Voting Rights.

6.1 Membership. Every Owner of a property subject to dues and assessment shall be a Member of the Association with voting rights as specified in the Bylaws.

6.2 Members-in-Good-Standing. As defined in the Bylaws, a Member-in-Good-Standing is a Member whose dues and payments to the Association for assessments, fees and other charges are up-to-date. Only Members-in-Good-Standing shall have the right to vote on matters of the Association.

Article 7. Covenant for Dues and Assessments.

7.1 Creation of the Lien and Personal Obligation for Dues and Assessments. Each Owner of a property, by acceptance of a deed to this property, whether or not it is so expressed in the deed, is deemed to covenant and agree to: 1) abide by all of the conditions of this Declaration, and 2) pay to the Association annual dues, assessments and other charges in accordance with the Bylaws and this Declaration. Dues and assessments, together with costs, interest 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 dues and assessment are made. In addition, such dues and assessment, together with

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interest, costs and reasonable attorney's fees, shall be the personal obligation of the person or persons who was (were) the Owner(s) of the property at the time when the dues and assessment fell due. This personal obligation for delinquent dues, assessments and related costs shall not pass to his, her or their successors in title unless expressly assumed in writing by the successors.

7.2 Purpose of Dues and Assessments. Dues and assessments levied by the Association shall be used to maintain and improve the common areas, roadways, walkways and the exteriors and surrounds of the properties in the Association and for insurance as prescribed in other parts of this document and the Bylaws. Assessments may also be used to purchase land and properties not already in the Association if such purchase is approved by a simple majority of a quorum of the Members-in-Good-Standing at a meeting called to vote on said purchase in accordance with procedures set forth in the Articles and the Bylaws.

7.3 Allocation of Dues and Assessments Among Owners. Dues and assessments shall be levied upon Owners as prescribed in the various sections of this Declaration. The allocation of dues and assessments seeks to follow the principle that: (1) expenses pertaining to the common areas shall be shared equally, in equal dollar amounts, by all Owners, and (2) expenses incurred by the Board for maintenance, repair and improvement of individual properties in the Association shall be assessed to Owners as the actual cost of providing these services for that Owner's property alone. Specific exceptions may apply as stated in various parts of this Declaration.

7.3.1 Dues. Dues equal in dollar amount for all properties shall be paid to cover the costs of maintenance and repairs of the following items: streets, public sidewalks, lawns and the Association sprinkler system including those parts located on Owners' properties; ordinary trash removal from Owners' properties; removal of snow from streets, public sidewalks, parking areas, Owners' driveways, and walk ways and staircases that lead to the main entrance of each dwelling; removal of mud and debris from the streets and public sidewalks, inspections of the exteriors of Owners' properties, and maintenance of a contingency fund. The Board at their discretion may add the costs of other minor repair and maintenance items on Owners' properties to the dues category. Examples of such items may include landscaping, planting and care of trees and shrubbery, and cleaning of gutters if part of a job that includes all the properties, and mail boxes on Owners' properties. For all such items under its control, the Board shall have full say over what gets repaired or maintained, and how and when the work is done.

7.3.1.1 Setting the Dues. At each Annual Meeting of the Membership, the Board shall present a budget to the Membership, listing anticipated services, estimates of the costs of these services and the dues needed to cover these services. Members shall then decide what services they will have and set the dues accordingly for the next yearly cycle, which shall start on the 1st day of the month following the Annual Meeting. The Board shall have no authority to raise these dues without approval of a majority of a quorum of Members-in-Good-Standing at the next Annual Meeting, or at a meeting of the Membership called for this purpose according to provisions set forth in the Bylaws.

7.3.2 Assessment for Insurance. The Association shall levy on each Owner-of-record an annual insurance assessment for the pro-rata share of the cost of Association insurance maintained as ordained in the Bylaws. This pro-rata amount shall be based on the market value of each property. This Association insurance shall cover the Association for: (1) all properties in the Association, (2) liability for the Association, (3) workman's compensation, and (4) liability for the actions of the Directors of the Association. Owners should note, this Association policy insures each Owner's dwelling (the building), but this insurance does NOT cover the contents of any dwelling, nor does it provide liability coverage for individual Owners. Owners must obtain insurance for the contents of their dwelling and for personal liability on their own, and are urged to consult the Board for information on how to obtain adequate personal coverage without unnecessary duplication of coverage.

Declaration of Covenants, Conditions and Restrictions.

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7.3.2.1 An exemption. An exemption to participation in this Association insurance is granted to Owners who already were exempt on the 30th day of June, 1982 subject to the following conditions: (1) these exempt Owners shall assume responsibility for insurance on their own, and must arrange for equivalent insurance on their dwelling and must each year furnish written proof of this insurance to the Board. If an exempt Owner fails to provide yearly evidence of adequate insurance within 30 days of the due date set by the Board, the property shall be irrevocably included in the Association insurance and assessed accordingly. (2) upon sale, lease, rental, loan, barter, donation or transfer of the property, this exemption shall expire and the property shall be irrevocably included in the Association insurance; 3) Owners not already covered under the Association insurance may at any time elect, in writing, to be included in the Association insurance, but once made, this election is irrevocable.

7.3.3 Assessments for Exceptional Expenses for the Common Areas. The Board shall have authority to assess each Owner-of-record an equal dollar amount to cover the expense of major repairs, replacement or improvement of items in the Common area. Examples of items in this category include, but are not limited to, streets and public walkways, the sprinkler system, and landscaping.

7.3.4 Assessments for Expenses Incurred by the Board for Work Done on Owners' Properties. Architectural control, economy of scale, or common sense may dictate that the Board shall execute on behalf of Owners, certain items of repair, maintenance and improvement of Owners' properties. Examples include, but are not be limited to, painting of dwelling exteriors, siding, roofs, chimneys, repair or replacement of driveways and walkways, garage doors, front, rear or side entrance steps, and retaining walls.

7.3.4.1 Items included in the category of "work done by the Board". The Board shall present a list of items proposed for inclusion in this category to the Owners for their approval by a simple majority of a quorum of the Members-in-Good-Standing at each Annual Meeting, or at a special meeting of the Membership after giving notice in accordance with the Bylaws.

7.3.4.2 Upgrades. The Board shall offer Owners an option to upgrade any item in this category from the standard if the Board deems such an upgrade is practical.

7.3.4.3 Allocation of expenses. Costs for work in the category of "work done by the Board" on any Owner's property shall be levied upon the Owner-of-record as the actual costs that apply directly to that Owner's property alone as specified in Section 7.3 of this Declaration.

7.3.4.4 Notifying Owners about work costs and work schedules. The board shall give advance notice to each Owner whose property is involved stating what work has been planned, the anticipated cost to the Owner, and an estimate of when the work will begin and end. However, prior notification shall not be required for routine maintenance and repairs, or in emergency situations.

7.3.5 Adjustment Phase for Adoption of the Dues and Assessment Procedures Specified in this Declaration. Implementation of the Dues and Assessment policy specified in this Declaration shall be introduced over a period not to exceed six (6) months from the effective date of this Declaration, during which time adjustments shall be made according to the following plan that aims to treat all Owners fairly and equally. The Board shall: (a) establish a standard for repairs and maintenance that applies equally to all dwellings, (b) determine what dwellings need which repairs for each dwelling to meet this standard based on estimates by independent inspectors (this provision excludes replacement of roofs, which will be dealt with separately), and then (c) implement these repairs in a timely fashion. During this adjustment period, costs will be shared by Owners and the Association as determined by the Board.

Declaration of Covenants, Conditions and Restrictions.

1 The Dues and Assessment procedures of this document will take effect when 50% of the
2 dwellings have been brought up to the common standard, or the six (6) month adjustment period has
3 expired, which ever comes first. However, dwellings not yet brought up to the standard when the
4 adjustment period expires shall nonetheless have the previously scheduled repairs completed according to
5 the same rules and in the same manner as those dwellings already repaired during the adjustment phase.
6

7 **7.3.6 Roof Replacements:** For dwellings that have their original roofs, the Association shall replace the roofs as
8 needed according to the policy in effect before time this Declaration took effect, namely, the Association
9 shall pay for roof replacements using a grade of shingles approximately comparable to the original as
10 determined by the Board, and there shall be \$250 deductible amount. Costs for any repair or replacements
11 beyond basic re-shingling, such as repair or replacement of any of the roof or wall structures, for
12 skylights, for gutters and down-spouts, and for upgrading the quality of materials are excluded and shall
13 be the responsibility of the Owner. Funds to pay for the Association's portion of these roof replacements
14 shall be allocated from a continuation of the 'roof assessment' in force at the time this provision becomes
15 effective, namely, \$20.00 per month, though the Board may increase or decrease this amount. This roof
16 assessment shall apply equally, in equal dollar amounts, to all properties but it shall endure only as long
17 as needed to ensure every property has had its original roof replaced one time only, and all the
18 replacements have all been paid for.
19

20 **7.3.7 Assessments to Owners Made by City, County and State Governments.** Assessments mandated by law or
21 ordinance and levied by government for street, sewer or utilities improvements, whether levied against
22 one or more or all Owners in the Association shall be reimbursed by the Association with no deductible
23 amounts. Costs for these reimbursements shall be assessed to all Owners in equal dollar amount. This
24 provision does not include costs of repair of ruptured or clogged water, sewer or gas lines, or power line
25 damage on individual properties, which shall be the responsibility of the individual owners.
26

27 **7.4 Remedies for Nonpayment of Dues and Assessments.** Dues or assessments not paid within thirty (30) days after the
28 due date shall be deemed delinquent and shall bear simple interest at twelve percent (12%) per annum unless prior
29 arrangements have been made with the Board. The Association may bring any action it deems necessary against
30 the Owner(s) personally obligated to pay the same, or foreclose the lien against the property through proceedings in
31 any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner
32 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or
33 abandonment of the property.
34

35 **7.5 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the
36 lien of any first mortgage. No sale, transfer, loan or donation of the property shall relieve any property from
37 liability for assessments or liens.
38

39 **Article 8. Resolution of Disputes.**

40
41 **8.1** Disputes between Owners and the Board, between Owners and the Association, or between Owners that cannot be
42 resolved by the disputing parties acting on their own behalf shall be submitted to a Grievance Committee or the
43 Board as specified in the Bylaws. Disputes that cannot be resolved in this manner shall be submitted for mediation
44 per the Dispute Resolution Act of the State of Nebraska (Nebr. Rev. Stat. §25- 2901).
45

46 **Article 9. Architectural Control of Properties Owned by Association Members.**

47
48 **9.1 Role of the Board in Architectural Control.** The Board shall set forth and enforce standards for improvements,
49 alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds
50 of Owners' properties. The Board shall also have the authority to approve or prohibit any improvements,
51 alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds.
52 The policies and constraints in the following sections shall apply.
53

Declaration of Covenants, Conditions and Restrictions.

1 9.2 Maintenance, Repairs and Improvements Done by Owners. Owners may arrange or perform their own
2 maintenance, repairs or improvements to their properties provided that any repair, maintenance or improvement
3 that materially alters the character of the property including color, must be approved for architectural control in
4 advance by the Board. Failure to obtain prior approval may result in additional costs to the Owner to restore the
5 area. Normally, Owners shall be responsible for the full costs of such any such work. However if the work done by
6 the Owner includes work that normally would have been included in the 'dues' category (see Article 7.3.1), the
7 Board, at its discretion, may reimburse an Owner for a portion of the costs of the work.

8
9 9.2.1 Workers Hired by Owners. Owners are advised to obtain a Certificate of Insurance showing general
10 liability and workman's compensation from any workers or contractors they hire. (A worker's promise,
11 whether verbal or written, is no substitute for a Certificate of Insurance.) If a worker or contractor does not
12 have adequate insurance, the Owner may become personally liable for damages or injuries resulting from
13 the activities of the worker or contractor. The Association shall not be liable in any way for damages or
14 injuries by workers hired by individual Owners.

15
16 9.3 Inspections. The Board shall arrange for inspections by qualified individuals or companies as follows:

17
18 9.3.1 Regular inspections. The exteriors of all dwellings shall be inspected by a licensed home inspector at least
19 once in any three-year period measured from the previous inspection, though the Board may authorize
20 more frequent inspections. One purpose of these inspections shall be to identify problems early enough to
21 avoid more costly repairs later on. An inspection shall include roofs, siding and trim, gutters and spouts,
22 doors and windows, decks, patios and walkways, and may include other items the Board or the inspector
23 deems appropriate. The inspection shall result in two lists of repair/maintenance items along with cost
24 estimates for each dwelling: (1) a list of repair/maintenance items that the Board requires to be done for
25 architectural control, and (2) a list of repair/maintenance items recommended but not required. An Owner
26 may choose whether or not to do the recommended repairs and maintenance, but the required items must
27 be done in a timely fashion. The cost for these regular inspections (but not for the repairs or maintenance)
28 shall be included in the annual dues.

29
30 9.3.2 Post-Job Inspections. An inspection of jobs contracted by the Board shall be done by a licensed inspector
31 hired by the Board at the completion of any job where the costs exceed \$2000, or as the Board directs for
32 any job that costs less than \$2000. This inspection shall not be done by the individual(s) or company that
33 did the job, or their agents. The cost for post-job inspections shall be included in the annual dues.

34
35 9.4 Alteration of the Common Area. No alteration of the common area shall be made without written permission of the
36 Board. This provision shall include, but not be limited to, landscaping, retaining walls, fences, barriers, planting or
37 removal of any tree, shrub or flowers (apart from removal of weeds or seeding of grass.)

38
39 9.5 Sprinkler Systems. Altering the lawn sprinkler system in the common areas in any way, including readjusting the
40 timer mechanisms is strictly forbidden unless authorized by the Board. Anyone who tampers with the sprinkler
41 system is subject to assessments of up to \$50 per occurrence plus repair/replacement costs as set by the Board.

42 Article 10. Party Walls.

43
44 10.1 General Rules of Law to Apply. For each wall built as a part of the original construction of the dwellings in the
45 Association and which separates two individual units, including garages, that section of the wall common to and
46 shared by Owners on each side shall constitute a party wall. The conditions outlined in the following subsections
47 shall apply to party walls.

48
49 10.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall other than
50 painting and minor repairs on one side shall be shared equally by the Owners who share the wall.
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Declaration of Covenants, Conditions and Restrictions.

1 10.3 Responsibilities of Previous and New Owners with Sale or Transfer of Title. Upon sale or transfer of title to a
2 dwelling, any outstanding claims or disputes regarding party walls remain the responsibility of the Owner who
3 sells or transfers the property.
4

5 10.4 Prorating Insurance Deductible Amounts in Case of Damage. If multiple properties are damaged by the same
6 occurrence, the Board shall decide on how deductible amounts are prorated among Owners.
7

8 **Article 11. Responsibility to Rebuild.**
9

10 11.1 If a structure on any of the properties is damaged or destroyed in whole or in any part, the Owner(s) of such
11 structure(s) must initiate within a reasonable time, and pursue to full restoration, any such damage or destruction.
12 Plans for such construction must be approved by the Board for purposes of architectural control. The Board shall
13 determine what constitutes a "reasonable time" and make this time known to the Owners involved.
14

15 11.1.1 Remedy for delays in restoration. If an Owner should delay repairs or reconstruction without approval
16 from the Board, the Board, at its discretion, may effect repairs or reconstructions and assess the Owner for
17 the costs remaining after deducting applicable proceeds from insurance paid to the Association.
18

19 11.1.2 Disbursal of proceeds from insurance. Insurance proceeds paid to the Association as a result of an
20 occurrence shall be disbursed to the Owners of the properties involved as determined by the Board.
21

22 **Article 12. General Restrictions.**
23

24 12.1 Designated Parking Areas. Vehicles shall be parked only in designated parking areas as specified in a manual of
25 parking regulations published by the Board. No truck, trailer, boat, RV or machinery shall be parked for more than
26 72 hours in any driveway or parking area without prior approval of the Board. Infractions of parking regulations
27 may result in assessments up to \$10 per day.
28

29 12.2 Vehicle Repairs on Streets or Driveways. No vehicle or other machinery or equipment shall be disassembled,
30 rebuilt or repaired on any of the streets or driveways in the Association.
31

32 12.3 Vehicle Parking on the Smaller Streets in the Association.. These streets include 93rd Court, 94th Plaza, 95th
33 Plaza, Hillside Plaza, and Decatur Place. Parking on these streets is STRICTLY PROHIBITED at ALL TIMES
34 because of the safety hazard (emergency vehicles may be unable to traverse these small streets if a vehicle is parked
35 there.) Vehicles in violation may be towed and stored at the Owner's expense. Residents are urged to inform guests
36 not to park on these streets (and risk being towed away), but to use designated parking areas in the Association.
37

38 12.4 Trash and Debris. Trash, cuttings, debris or refuse shall not be left on any site, street, sidewalk or common area in
39 the Association except for trash set out for collection as prescribed by the Board. Owners shall not stack wood nor
40 allow debris to accumulate within 10 feet of the nearest wall of a neighbor's dwelling lest insects and rodents be
41 attracted that could potentially enter the neighbor's dwelling. Likewise, food left outside for pets or wildlife (e.g.,
42 bird and squirrel feeders) shall be kept a minimum of 10 feet from the nearest point on their neighbor's dwelling.
43

44 12.5 Barriers, Structures, Awnings and Ornaments. No barriers of any type (including fences, retaining walls and
45 hedges), awnings or sun screens shall be erected within the properties without the written consent of the Board.
46 Ornaments placed outdoors and not in an enclosed area shall be subject to architectural control..
47

48 12.6 Signs Prohibited. No signs, political ads, placards, notices, billboards, advertising boards, or supports for such
49 signs, placards, etc. may be placed on any building or grounds within the Association without written permission
50 of the Board, with the exceptions that: (a) "for sale" or "for rent" or small security-system signs may be erected
51 near the dwelling by the Owner or the Owner's agent, and (b) contractors may erect a small sign near their job for
52 the duration of their job.
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Declaration of Covenants, Conditions and Restrictions.

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12.7 Antennae. No external television, radio or radio-telephone or other antenna or dish shall be erected on or about any of the building sites or property within the properties. An exception shall be allowed for a satellite dish with a diameter of 18 inches or less, and with written permission of the Board.

12.8 Household pets. Only ordinary household pets shall be kept on any land or in any dwelling in the Association. No pets shall be kept, bred or maintained for commercial purposes. Those who walk pets outdoors must keep their pets on a leash and at a reasonable distance from dwellings other than their own (unless invited to do otherwise by the occupant). Pet owners must pick-up and properly dispose of any feces or debris left by their pets on streets, sidewalks or lawns within the Association. Owners who fail to pick up feces left by pets face an assessment for cleanup costs.

12.9 Garage and Estate Sales. Garage sales of any kind are prohibited within the Association properties. Estate sales of short duration (up to 7 days) may be held provided written permission is obtained from the Board in advance of the sale. No Owner shall be entitled to more than one estate sale in any 10 year period.

12.10 Exterior Lighting. Any exterior lighting installed on any building shall either be indirect or otherwise controlled as not to disturb the residents of adjacent properties.

12.11 Noxious Activity. No noxious or offensive activity shall be carried out on any property. "Noxious or offensive" is defined here as anything a reasonable person would consider a nuisance or annoyance to the neighborhood. The Board shall have full and final authority to decide whether any particular action or lack of action constitutes a nuisance or annoyance, and to determine suitable remedies, including an assessment for the action or inaction.

12.12 Penalties for Violating General Restrictions. Owners who violate any of the General Restrictions may be subject to an assessment of up to \$50 per occurrence plus any costs for remedial action with simple interest at twelve percent (12%) per annum and legal action as determined by the Board. These assessments together with remedial costs, interest and reasonable legal fees shall be a charge on the land and a continuing lien upon the Owner's property.

Article 13. General Provisions.

13.1 Enforcement. The Board 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 Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

13.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until such time they are amended or replaced by an instrument signed by not less than two-thirds (2/3) of the property Owners entitled to vote as prescribed in the Bylaws. Any amendments must be recorded.

Declaration of Covenants, Conditions and Restrictions.

This amended Declaration of Covenants, Conditions and Restrictions have been submitted to the Members on a date certain and have been approved by seventy-five percent (75%) of the Members, with ~~75~~ of 81 Members having voted in favor, whose notarized signatures accompany this document. 69

Signed:

Patricia Smith 3-14-98
Patricia Smith, President Date
Woodstone Property Owners Association, Inc.

Gwen Madison 3-26-98
Gwen Madison, Vice-President Date
Woodstone Property Owners Association, Inc.

State of Nebraska
County of Douglas



SUBSCRIBED, sworn to and acknowledged before me by the above persons on the dates shown.

Anne E. Putnam
Notary Public

Seal

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

1 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Bruce Frowndt and _____
Signature Joint Signature if applicable
Bruce Frowndt _____
Print name Print name
1864 N. 95th Ct _____
Address Date
1-24-98

SEAL

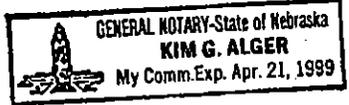
Kim G. Alger
Notary Public



2 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Mary G. Catton and _____
Signature Joint Signature if applicable
Mary G. Catton _____
Print name Print name
1829 N. 93rd Ct _____
Address Date
2-15-98

SEAL

Kim G. Alger
Notary Public



3 State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Dorothy E. Lund and _____
Signature Joint Signature if applicable
DOROTHY E. LUND _____
Print name Print name
9370 DECATUR PLZ. _____
Address Date
2-19-98

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

4

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Marian DeFontaine and _____

Signature

Joint Signature if applicable

Marian DeFontaine

Print name

Print name

9318 Park Ker St

Address

Date

1-19-98

SEAL

Kim G. Alger
Notary Public



5

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Hertude B. Day and _____

Signature

Joint Signature if applicable

Hertude B. Day

Print name

Print name

9358 Parker

Address

Date

1-19-1998

SEAL

Kim G. Alger
Notary Public



6

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Mrs. Louise E. Farha and _____

Signature

Joint Signature if applicable

MRS. LOUISE E. FARHA

Print name

Print name

9372 Parker St.

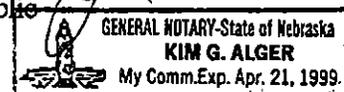
Address

Date

Jan. 19-1998

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

7

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Joyce S. Alger
Signature
JOYCE S. ALGER
Print name
9357 HILLSIDE PLAZA
Address

and Kim G. Alger
Joint Signature if applicable
EVERETT ALGER
Print name
3-18-98
Date

SEAL

Kim G. Alger
Notary Public



8

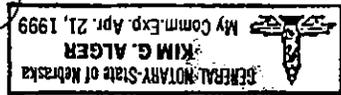
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Mabel H. Lynch
Signature
MABEL H. LYNCH
Print name
9369 Hillside Plz.
Address

and Mae H. Perry
Joint Signature if applicable
MAE H PERRY
Print name
1-18-98
Date

SEAL

Kim G. Alger
Notary Public



9

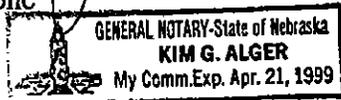
State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Louis Ross Caniglia
Signature
LOUIS ROSS CANIGLIA
Print name
9531 Parker St
Address

and Sandy Caniglia
Joint Signature if applicable
Sandy Caniglia
Print name
1-19-98
Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

10

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Vern Albrecht

Signature

and _____

Joint Signature if applicable

Vern Albrecht

Print name

Print name

1815 N. 93 Ct

Address

1-18-98

Date

SEAL

Kim G. Alger
Notary Public



11

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Frank K. Hartle

Signature

and *Maxine E. Hartle*

Joint Signature if applicable

FRANK K. HARTLE

Print name

Print name

9429 PARKER ST.

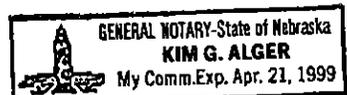
Address

1-18-98

Date

SEAL

Kim G. Alger
Notary Public



12

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

William J. Deppe

Signature

and *Rita M. Deppe*

Joint Signature if applicable

William J. Deppe

Print name

Print name

1858 N 93rd Ct

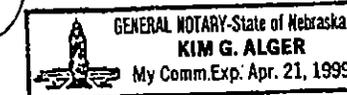
Address

1-18-98

Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

13

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

James A. Chapin
Signature
JAMES A. CHAPIN
Print name
9356 PARKER
Address

and

Joan Gayle Chapin
Joint Signature if applicable
JOAN GAYLE CHAPIN
Print name
1/18/98
Date

SEAL

Kim G. Alger
Notary Public



14

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Otto A. Wurl
Signature
OTTO A. WURL
Print name
1812 N. 93rd ST
Address

and

Dorothy Jane Wurl
Joint Signature if applicable
DOROTHY JANE WURL
Print name
1-18-98
Date

SEAL

Kim G. Alger
Notary Public



15

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Wilma T. Brown
Signature
WILMA T. BROWN
Print name
9431 PARKER
Address

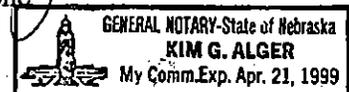
and

Joint Signature if applicable

Print name
1-18-98
Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

16

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Cornie Klazunde
Signature

and _____

Joint Signature if applicable

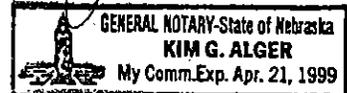
Cornie Klazunde
Print name

9308 DECATUR PLZ
Address

1-20-98
Date

SEAL

Kim G. Alger
Notary Public



17

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Kay L. Ryschon
Signature

and _____

Joint Signature if applicable

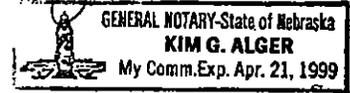
KAY L. RYCHON
Print name

1024 N 93RD ST
Address

1/24/98
Date

SEAL

Kim G. Alger
Notary Public



18

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Donald M. Mullins
Signature

and _____

Joint Signature if applicable

DONALD M. MULLINS
Print name

1827 N. 93RD COURT
Address

1/24/98
Date

SEAL

Kim G. Alger
Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

19

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Peggy L. Chasen
Signature

and

[Signature]
Joint Signature if applicable

Peggy L. Chasen
Print name

Peggy L. Chasen
Print name

1809 N 93 Court
Address

2/24/96
Date



[Signature]
Notary Public

20

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Louise F. Sholes
Signature

and

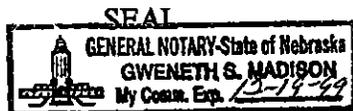
[Signature]
Joint Signature if applicable

LOUISE F. SHOLES
Print name

DEVER SHOLES
Print name

9361 HILLSIDE PLAZA
Address

02/26/98
Date



[Signature]
Notary Public

21

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

[Signature]
Signature

and

Joint Signature if applicable

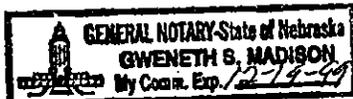
Patricia A. Stander
Print name

Print name

1811 N 93rd Ct
Address

2/26/98
Date

SEAL



[Signature]
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

22

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by
and _____

Marylin M Stewart
Signature
MARYLIN M Stewart
Print name
1823 No 93rd Ct
Address

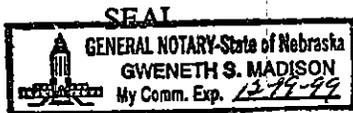
Joint Signature if applicable

Print name

2-7-98

Date

Gweneth S. Madison
Notary Public



23

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by
and _____

Bacqueleine A. Petrij
Signature
BACQUELINE A. PETRIJ
Print name
1821 No. 93 Court
Address

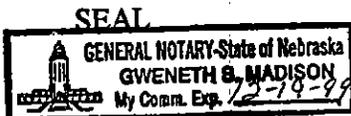
Joint Signature if applicable

Print name

02/21/98

Date

Gweneth S. Madison
Notary Public



24

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by
and _____

Marilyn A Schabauer
Signature
MARILYN A Schabauer
Print name
1712 N 93 Ct
Address

Joint Signature if applicable

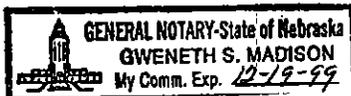
Print name

2/22/98

Date

Gweneth S. Madison
Notary Public

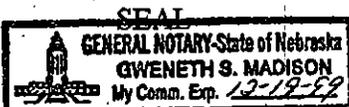
SEAL



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25 ~~25~~

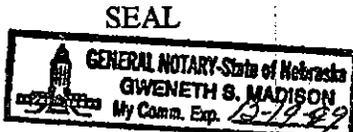
State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
Terri Ann McClure and _____
Signature Joint Signature if applicable
Terri Ann McClure
Print name
1820 N. 94th Plz.
Address 3-22-98
Date



Gweneth S. Madison
Notary Public

26 ~~26~~

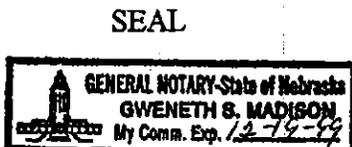
State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
Suella Stalder and _____
Signature Joint Signature if applicable
Suella Stalder
Print name
1863 No. 94th Plz.
Address 3-22-98
Date



Gweneth S. Madison
Notary Public

27 ~~27~~

State of Nebraska
County of Douglas **SUBSCRIBED**, sworn to and acknowledged before me by
Julie A. Hansen and _____
Signature Joint Signature if applicable
Julie A. Hansen
Print name
1826 No. 94th Plaza
Address 3-22-98
Date



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

28

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Lorraine Slip Filkins and _____
Signature

Joint Signature if applicable

LORRAINE 'SKIP' FILKINS
Print name

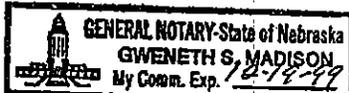
Print name

1862 No 94th PLAZA
Address

2-25-98
Date

Date

SEAL



Gweneth S. Madison
Notary Public

29

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Robert M. Foster and _____
Signature

Joint Signature if applicable

Robert M. Foster
Print name

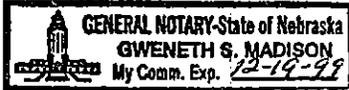
Marygrace J. Foster
Print name

1858 No. 94 Plz - Omaha
Address

2-25-98
Date

Date

SEAL



Gweneth S. Madison
Notary Public

30

State of Nebraska

County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Bea J. Barnes and _____
Signature

Joint Signature if applicable

Bea J. Barnes
Print name

WILDRED A. BARNES
Print name

714 N. 93rd Ct.
Address

2-25-98
Date

Date

SEAL



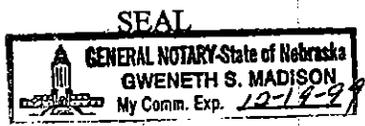
Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

31

State of Nebraska
County of Douglas
Francis J. Clark
Signature
FRANCIS J. CLARK
Print name
9408 Parker St
Address

SUBSCRIBED, sworn to and acknowledged before me by
and Kathryn E. Dean-Clark
Joint Signature if applicable
KATHRYN E. DEAN-CLARK
Print name
2-25-98
Date

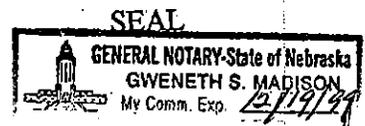


Gweneth S. Madison
Notary Public

32

State of Nebraska
County of Douglas
Phillip Ratner
Signature
PHILLIP RATNER
Print name
1709 No 9300
Address

SUBSCRIBED, sworn to and acknowledged before me by
and Evelyn Ratner
Joint Signature if applicable
EVELYN RATNER
Print name
2-25-98
Date



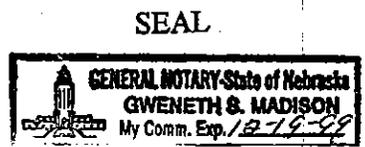
Gweneth S. Madison
Notary Public

33

State of Nebraska
County of Douglas
Robert Gaughter
Signature
ROBERT GAUGHTER
Print name
9406 Parker
Address

SUBSCRIBED, sworn to and acknowledged before me by
and _____
Joint Signature if applicable

Print name
2-25-98
Date



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

34

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Sanford V. Smith
Signature

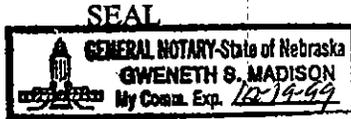
and Patricia K. Smith
Joint Signature if applicable

Sanford V. Smith
Print name

PATRICIA K. SMITH
Print name

Address

2-25-98
Date



Gweneth S. Madison
Notary Public

35

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

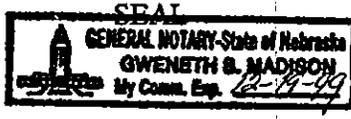
Velma M. Tezbea
Signature

and _____
Joint Signature if applicable

Velma M. Tezbea
Print name

1-28-98
Date

1828 N. 95 Plaza
Address



Gweneth S. Madison
Notary Public

36

State of Nebraska
County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

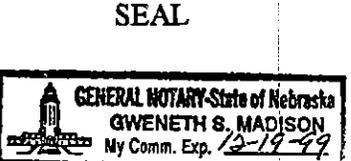
Gladya M. Jacobsen
Signature

and _____
Joint Signature if applicable

Gladya M. Jacobsen
Print name

2-25-98
Date

9316 Parker St.
Address



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

37

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Michael Miller
Signature

and _____
Joint Signature if applicable

MICHAEL MILLER
Print name

Print name
2-25-98
Date

1715 N. 93rd Ct.
Address



Gweneth S. Madison
Notary Public

38

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

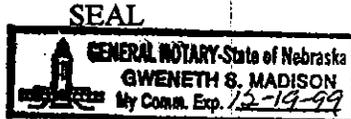
Margery R. Finch
Signature

and _____
Joint Signature if applicable

MARGERY R. FINCH
Print name

Print name
2/25/98
Date

9312 Parker St
Address



Gweneth S. Madison
Notary Public

39

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

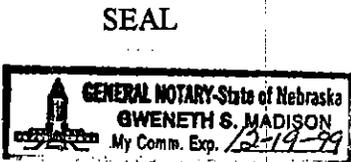
Daisy B. Sampson
Signature

and _____
Joint Signature if applicable

DAISY B. SAMPSON
Print name

Print name
2-25-98
Date

1711N. 94 PL
Address



Gweneth S. Madison
Notary Public

3

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

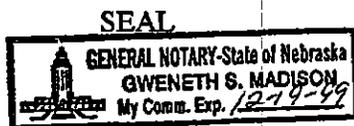
40

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Betty A. Shrier
Signature
BETTY A. SHRIER
Print name
9367 Hillside Plaza
Address

and _____
Joint Signature if applicable

Print name
3-1-98
Date



Gweneth S. Madison
Notary Public

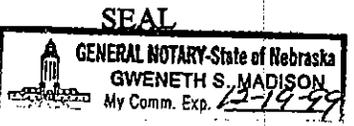
41

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Joan Weinerth
Signature
JOAN WEINERTH
Print name
1713 N 94 PLZA
Address

and _____
Joint Signature if applicable

Print name
3-2-98
Date



Gweneth S. Madison
Notary Public

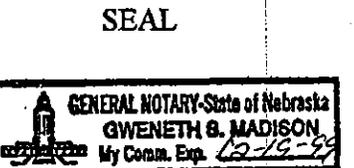
42

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Anne Nyman
Signature
ANNE NYMAN
Print name
9364 DECATUR PLAZA
Address

and _____
Joint Signature if applicable

Print name
3-2-98
Date



Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

43

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Philip L. Joannes
Signature

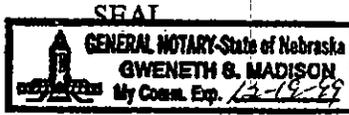
and *Barbara Joannes*
Joint Signature if applicable

Philip L. JOANNES
Print name

Barbara JOANNES
Print name

9421 PARKER ST
Address

2-25-97
Date



Gweneth S. Madison
Notary Public

44

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Earl J. Skelton
Signature

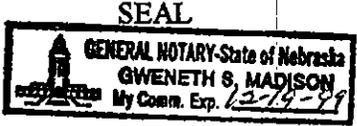
and *Irene Skelton*
Joint Signature if applicable

Earl J. SKELTON
Print name

Irene SKELTON
Print name

9360 PARKER ST.
Address

3-1-98
Date



Gweneth S. Madison
Notary Public

45

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Catherine A. Hannah
Signature

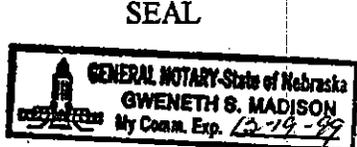
and _____
Joint Signature if applicable

Catherine A. Hannah
Print name

Print name

1857 N. 94 P12.
Address

3-2-98
Date

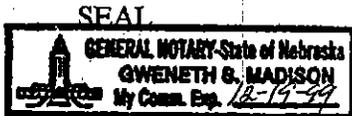


Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

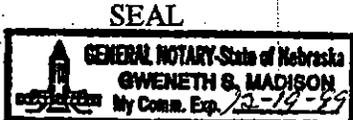
46. State of Nebraska
 County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Phyllis J. Zahller and F. Marshall Zahller
Signature Joint Signature if applicable
PHYLLIS J. ZAHLLER F. MARSHALL ZAHLLER
Print name Print name
9513 PARKER ST. 3-02-98
Address Date

Gweneth S. Madison
 Notary Public



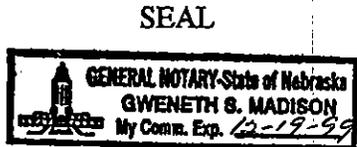
47. State of Nebraska
 County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Brian R. Cens and _____
Signature Joint Signature if applicable
BRIAN R. CENS _____
Print name Print name
1911 N. 73 ST 2-3-98
Address Date

Gweneth S. Madison
 Notary Public



48. State of Nebraska
 County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Conna Mossman and _____
Signature Joint Signature if applicable
CONNA MOSSMAN _____
Print name Print name
1819 NO 35 PLAZA 3/3/98
Address Date

Gweneth S. Madison
 Notary Public



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

49

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Markus B. Sallace
Signature

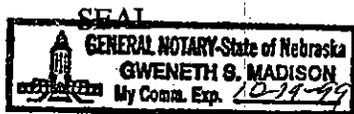
and _____
Joint Signature if applicable

Markus B. Sallace
Print name

Print name

1821 No 95 Plz
Address

3-8-98
Date



Gweneth S. Madison
Notary Public

50

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

William L. Lowan
Signature

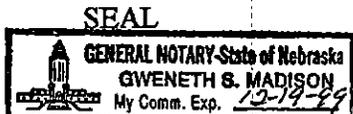
and _____
Joint Signature if applicable

WILLIAM L. LOWAN
Print name

Print name

1707 N. 94TH Plz
Address

3-8-98
Date



Gweneth S. Madison
Notary Public

51

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Nancy Smith
Signature

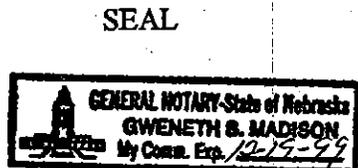
and _____
Joint Signature if applicable

NANCY SMITH
Print name

Print name

1864 N. 94 PLAZA
Address

3-8-98
Date

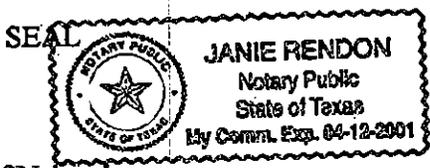


Gweneth S. Madison
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

52
 Cameroon State of ~~Nebraska~~ Texas
 County of ~~Douglas~~ _____
 Signature: Charles F. Vaughn
 Print name: Charles F. Vaughn
 Address: 9310 Parkway St, Omaha, NE

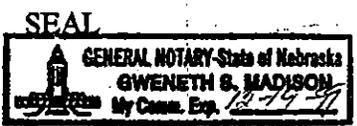
SUBSCRIBED, sworn to and acknowledged before me by
 and Maxine E. Vaughn
 Joint Signature if applicable: _____
 Print name: MAXINE E. VAUGHN
 Date: 2/11/98



Janie Rendon
 Notary Public

53
 State of Nebraska
 County of Douglas
 Signature: Phillip R. Paragas
 Print name: Phillip R. Paragas
 Address: 9519 Parker St. Omaha, Ne 68114

SUBSCRIBED, sworn to and acknowledged before me by
 and Betsie Paragas
 Joint Signature if applicable: _____
 Print name: Betsie Paragas
 Date: 2/14/98



Gweneth S. Madison
 Notary Public

54
 State of Nebraska
 County of Douglas
 Signature: Barbara A. Tombee
 Print name: BARBARA A. TOMBEE
 Address: 9374 Parker St

SUBSCRIBED, sworn to and acknowledged before me by
 and _____
 Joint Signature if applicable: _____
 Print name: _____
 Date: 3-18-98



Gweneth S. Madison
 Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

55

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Diane Gowens
Signature
Diane Gowens
Print name
9525 Parker St
Address

and _____
Joint Signature if applicable

Print name
3-22-98
Date

Gweneth S. Madison
Notary Public

SEAL



56

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

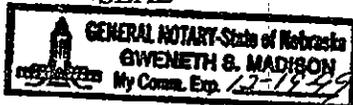
E. Ruth Godbey
Signature
E. RUTH GODBEY
Print name
1705 No. 94th Plaza
Address

and _____
Joint Signature if applicable

Print name
3-22-98
Date

Gweneth S. Madison
Notary Public

SEAL



57

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

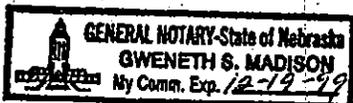
Jusan C. Shipley
Signature
JUSAN C. SHIPLEY
Print name
1818 N. 94th Plz.
Address

and _____
Joint Signature if applicable

Print name
3-22-98
Date

Gweneth S. Madison
Notary Public

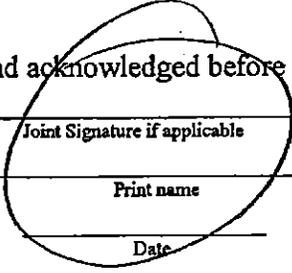
SEAL



SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.



State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Douglas J. Smith and _____
Signature Joint Signature if applicable
Douglas J. Smith _____
Print name Print name
1822 North 95th PLAZA _____
Address Date



SEAL

Notary Public

5862

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
E. Eugene Kirsch and Carol S. Green-Kirsch
Signature Joint Signature if applicable
E. EUGENE KIRSCH CAROL S. GREEN-KIRSCH
Print name Print name
1856 N. 95th COURT 3-22-98
Address Date

James S. Madison
Notary Public

SEAL

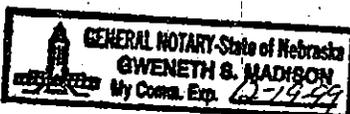


5963

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Harold W. Rounsberg and Mary E. Rounsberg
Signature Joint Signature if applicable
HAROLD W. ROUNSBURG MARY E. ROUNSBURG
Print name Print name
1820 No 95th PLAZA 3-2-98
Address Date

James S. Madison
Notary Public

SEAL



3

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

[Signature]

and _____
Joint Signature if applicable

BILL W. DEAN, TRUSTEE
Print name

_____ Print name
2-25-98

9511 PARKER ST
Address

_____ Date

NEBRASKA LICENSE
SEAL #0010606011

Notary Public



6066

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

[Signature]

and _____
Joint Signature if applicable

Kimberly Zingarelli
Print name

_____ Print name

PO Box 310 ADAVANTICOLA FL
Address

_____ Date

KIMBERLY ZINGARELLI
Notary Public, State of Florida
My Comm. Expires July 16, 1998
No. CC 378999
Bonded Thru Official Notary Service

Notary Public

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Signature

and _____
Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

Notary Public

116

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

61 ~~66~~

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Jan P. Pospichal
Signature

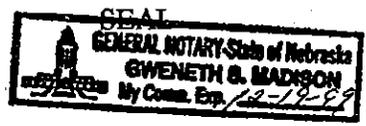
and Patricia S. Karbi
Joint Signature if applicable

Jan P. Pospichal
Print name

PATRICIA S. KARBI
Print name

9505 Parker
Address

3/2/98
Date



James L. Madison
Notary Public

62 ~~67~~

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

James L. Steiner
Signature

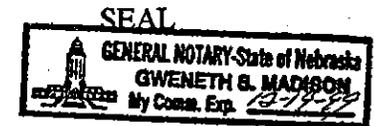
and Carol H. Steiner
Joint Signature if applicable

JAMES L. STEINER
Print name

Carol H. Steiner
Print name

9507 PARKER ST
Address

3-2-98
Date



James L. Madison
Notary Public

State of Nebraska

County of Douglas

SUBSCRIBED, sworn to and acknowledged before me by

Signature

and _____
Joint Signature if applicable

Print name

Print name

Address

Date

SEAL

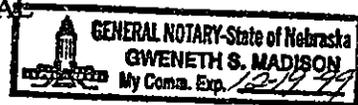
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

63

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Muriel Springer and _____
Signature Joint Signature if applicable
Muriel Springer
Print name
1856 No. 94 Plaza Address
2-10-98 Date

SEAL

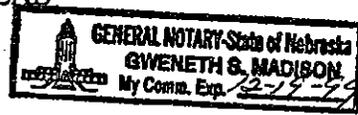


Gweneth S. Madison
Notary Public

64

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Nathan Shukert and Doris B. Shukert
Signature Joint Signature if applicable
NATHAN SHUKERT Print name
9362 PARKER Address
3-8-98 Date

SEAL



Gweneth S. Madison
Notary Public

X

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by

Signature Joint Signature if applicable

Print name Print name

Address Date

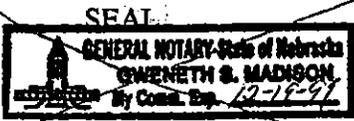
SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

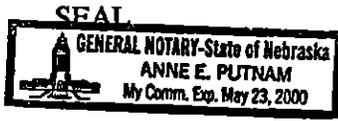
~~70~~
 State of Nebraska
 County of Douglas
intended for articles
 SUBSCRIBED, sworn to and acknowledged before me by
 and
 Signature: *Barbara A. Toynbee*
 Joint Signature if applicable: _____
 Print name: **BARBARA A TOYNBEE**
 Address: *9374 Parked St*
 Date: *3-4-98*

Dupl



Gwenneth S. Madison
 Notary Public

65
 State of Nebraska
 County of Douglas
 SUBSCRIBED, sworn to and acknowledged before me by
 and
 Signature: *Gwenneth S. Madison*
 Joint Signature if applicable: _____
 Print name: **GWENETH S. MADISON**
 Address: *1825 N. 95th*
 Date: *3-04-98*



Anne E. Putnam
 Notary Public

State of Nebraska
 County of Douglas
 SUBSCRIBED, sworn to and acknowledged before me by
 and
 Signature: _____
 Joint Signature if applicable: _____
 Print name: _____
 Address: _____
 Date: _____

SEAL

Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

~~66~~
66

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Maxine A. Munhall and _____
Signature Joint Signature if applicable
MAXINE A. MUNHALL _____
Print name Print name
1855 N. 94 PLAZA _____
Address Date

SEAL

Kim G. Alger
Notary Public



~~State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Maxine A. Munhall and _____
Signature Joint Signature if applicable
MAXINE A. MUNHALL _____
Print name Print name
1855 N. 94 PLAZA _____
Address Date~~

SEAL

Notary Public

~~67~~
67

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Blanche Willert and Holly Willert
Signature Joint Signature if applicable
Blanche Willert _____
Print name Print name
1861 N. 94th Plz. _____
Address Date

SEAL

Kim G. Alger
Notary Public



Declaration

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

78
68

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
and
Signature _____ and _____
Print name TAREN AOC and EARL JOTT
Address 9363 Hillside Plg Date 2-19-98

SEAL

Kim G. Alger
Notary Public



State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
and
Signature _____ and _____
Print name _____ and _____
Address _____ Date _____

SEAL

Notary Public

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
and
Signature _____ and _____
Print name _____ and _____
Address _____ Date _____

SEAL

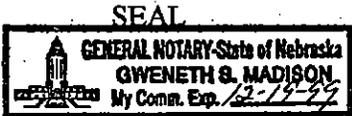
Notary Public

SIGNING THIS SHEET MEANS YOU VOTE FOR APPROVAL OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

B
69

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
Errol R. Pollack and _____
Signature Joint Signature if applicable
Errol R. POLLACK _____
Print name Print name
1824 N 94th PLAZA _____
Address Date

Gweneth S. Madison
Notary Public
3-18-98
Date



State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
_____ and _____
Signature Joint Signature if applicable
_____ _____
Print name Print name
_____ _____
Address Date

Notary Public

State of Nebraska
County of Douglas SUBSCRIBED, sworn to and acknowledged before me by
_____ and _____
Signature Joint Signature if applicable
_____ _____
Print name Print name
_____ _____
Address Date

Notary Public

SEAL

SEAL



1341 685 MISC



08161 00 685-688

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD M TAKEN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 JUN 19 AM 8:49

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc
A 4/52

FEE 46 FB _____
BKP _____ CO _____ COMP _____
DEL _____ SCAN 4/52 FY _____

11²

WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

As directed at the regular annual meeting of the WOODSTONE PROPERTY OWNERS ASSOCIATION, INC. on April 30, 2000, at which time a quorum was present this amendment to the Declaration of Covenants, Conditions and Restrictions shall supercede the Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners and all amendments thereto, and includes all of the following documents: (1) dated February 9, 1976 and recorded in Book 561, Pages 135 to 148, inclusive; (2) dated June 18, 1979 and recorded in Book 616, Pages 356 to 375, inclusive; (3) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (5) dated June 24, 1981 and recorded in Book 654, Pages 328 to 329, inclusive; (6) dated June 30, 1982 and recorded in Book 673, Pages 154 and 155; and (7) dated April 15, 1998 and recorded in Book 1244, Page 665.

Whereas, this amendment shall be filed of record against the following described real estate, to wit:

Lots one (1) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II, which is a replatting of part of Lot five (5), Marshall and Lobeck's Addition; Lot one (1), Orchard Heights, 1st Addition; Lot six (6), Marshall and Lobeck's Addition, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.

Effective April 30, 2000 the Declaration of Covenants, Conditions and Restrictions are amended as follows:

Article 5.4.2 shall have the words "or transfer" deleted from the 4th line, and shall read:

Owner Occupied Housing. The properties within the Association are intended as Owner-occupied dwellings. Nonetheless, the Association recognizes that an Owner may, at times, need to lease, contract, or barter a property. Therefore, this Declaration allows for non-owner occupancy of dwellings under the following conditions: 1) No Owner may lease, loan, donate, barter or contract any dwelling without written consent of the Board, 2) No Owner may own more that one dwelling at a time within the Association without written consent of the Board.

FEE _____ FB See above
BKP _____ C/O _____ COMP BW
DEL _____ SCAN _____ FY _____

Article 12.1 shall have the phrase Vehicle/car added to the second sentence following the word "NO", and shall read:

Designated Parking Areas. Vehicles shall be parked only in designated parking areas as specified in a manual of parking regulations published by the Board. No vehicle/car, truck, trailer, boat, RV or machinery shall be parked for more than 72 hours in any driveway or parking area without prior approval of the Board. Infractions of parking regulations may result in assessments of up to \$10 per day.

Article 12.9 shall change the reference within the second sentence from "7 days" to "3 days" and shall read:

Garage and Estate Sales. Garage sales of any kind are prohibited within the Association properties. Estate sales of short duration (up to 3 days) may be held provided written permission is obtained from the Board in advance of the sale. No Owner shall be entitled to more than one estate sale in any 10-year period.

IN WITNESS WHEREOF, Declarant has executed this Amendment of Declaration of Covenants, Conditions, and Restrictions at Omaha, Douglas County,

WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

BY 1 Bruce Froendt
Bruce Froendt
Its President

Attest:

Catherine Hanrahan
Catherine Hanrahan
Its Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Bruce Froendt, President of Woodstone Property Owners Association, Inc. a Nebraska non-profit corporation, known to me to be the President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on May 5, 2000.



Page 2 of 2
3 of 3
B4

Debra S. Koseluk

