

46-645

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

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties", in the County of Sarpy, State of Nebraska, which is more particularly described as:

Lots 1 through 61, inclusive, the The Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value of desirability of said property.

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 protecting the value and desirability of, and which shall run with, the real property above described as well as any other property submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

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 hereinafter be brought within the jurisdiction of the Association.

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

All of Lot 61 of The Meadows Replat of Lot 9
The Meadows, Sarpy County, Nebraska.

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.

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Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 80% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 80% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of 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 subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) vote of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties 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.

(a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges, for the purposes hereinafter set forth in Section 2. hereof, (2) Regular Assessments for Insurance on the Properties, and (3) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or

upon any dwelling or any Lot in the properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 25% of the regular assessment due for each improved lot. The Budget and Assessments shall be approved and ratified by the Directors at the Annual Meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Assessments For Insurance. In addition to the regular maintenance assessments, the Association shall levy assessment on each improved lot for the portion of Insurance premium due with respect to said lot as hereinafter provided in Article VIII hereof, which assessment shall be paid each month along with the Regular Assessment with respect to said Lot.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 6. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 80% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, the first Regular 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

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by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. 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 nine (9) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 lien thereof.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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, exterior color scheme, 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 ("Committee"). 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 be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not in consistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, to the extent the same is not covered by insurance, any Owner who has used the wall may restore it and shall have and there is hereby created an easement over the premises of the adjoining landowner for the purpose of construction of said wall, and if the other Owners thereafter make any use of the wall by commencement of construction on his premises adjoining said wall they shall contribute to the cost of restoration thereof in the proportion in which the adjoining owners use the wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within 10 days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement, or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expense of its own Attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:

- (a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 7. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict

Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VIII

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual Lots. The insurance shall cover all buildings and improvements upon the land in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B. I. and \$50,000 P. D. public liability insurance covering the properties, the Association and its employees.

Section 2. Additional Coverage. The Association may also procure, if requested by the Owner of any Lot, insurance upon the personal property, furnishings and improvements located on the premises by said owner as well as personal liability and such other risks as are ordinarily covered under homeowners insurance. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Section 3. Special Assessments. The Association shall monthly assess against each Lot the premium attributable to coverage procured by the Association on said Lot pursuant to Section 1 and 2 hereof.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of the buildings and improvements. In such case should the owner so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each owner in accordance with his pro-rata share of the loss sustained by the damage or casualty for which the proceeds shall be payable, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each lot, next towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said premises and the filling and leveling of said lot, and the remainder shall then be paid to such owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the owners of the damaged improvements. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the working fund for the Association.

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Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ARTICLE IX

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration.

ARTICLE X

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no 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 the term of thirty (30) 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 thirty (30) year period by an instrument signed by not less than eighty per cent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any Amendment must be recorded.

Section 4. Annexation. Additional land within the area described as The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of members of the Association within five (5) years of the date of this instrument be executing and recording with the Register of Deeds of Sarpy County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the residential character of The Meadows.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 27 day of July, 1973

THE MEADOWS, INC.

By

President

ATTEST:

Virginia J. Peltzman
Secretary

AMENDED DECLARATION

THIS AMENDED DECLARATION made on the date hereinafter set forth by THE MEADOWS, INC., the owner as of the date hereof of in excess of eighty per cent (80%) of all the lots contained in the following described subdivisions of real estate, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive, of Meadows Replat II of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, Declarant caused to be executed a certain Declaration, dated July 27 1973, and filed at Page 645 through Page 645 1/2, inclusive, of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, the Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

The Meadows Inc, Galaxy Construction Co, and Viking Construction, Inc.
WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain real estate extending to each lot so annexed all terms and conditions of said Declaration which Supplementary Declaration was dated April 22 1974 and filed at Page 229 through Page 235, inclusive, of Book 47 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, said Declaration provides for Amendment of the Declaration by instrument signed by eighty per cent (80%) or more of the lot owners and Declarant is the owner of in excess of eighty per cent (80%) of the lots subject to said Declaration and it is the desire of Declarant to make certain amendments, additions and clarifications to said covenants for the purpose of protecting the value and desirability of all of said real estate,

NOW, THEREFORE, in consideration of the foregoing preambles, the undersigned declares that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of, for addition to and in clarification of the easements, restrictions, covenants and conditions contained in said Declaration to the extent and only to the extent that the same are inconsistent therewith:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows II Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

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 first described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property on the properties exclusive of the real property on which is located any building, fenced patio or driveway originally located on the properties by Declarant or by any assigns of Declarant under assignment pursuant to Section 7 of this Article I. The common area, though now owned by Declarant and notwithstanding subsequent conveyance to an Owner will during the term of these covenants nevertheless subject to an easement for the common use and enjoyment of all Owners. The Common Area also includes but it not limited to All of Lot 61 of the Meadows Replat of Lot 9, The Meadows upon which lot no buildings shall be located.

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. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 90% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 90% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to THE MEADOWS, INC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have and there is hereby granted to said owners a right and easement of enjoyment in and to the Common Area which is located as above described on all Lots within the properties which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties 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.

(a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

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themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership upon the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges, for the purposes hereinafter set forth in Section 2. hereof, (2) Regular Assessments for Insurance on the Properties, and (3) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or

upon any dwelling or any Lot in the properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 25% of the regular assessment due for each improved lot. The Budget and Assessments shall be approved and ratified by the Directors at the Annual Meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Assessments For Insurance. In addition to the regular maintenance assessments, the Association shall levy assessment on each improved lot for the portion of Insurance premium due with respect to said lot as hereinafter provided in Article VIII hereof, which assessment shall be paid each month along with the Regular Assessment with respect to said Lot.

Section 5. 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 Thirty Dollars (\$30.00) 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 five per cent (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 five per cent (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 an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum

due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 90% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, the first Regular 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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 nine (9) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided 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 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 lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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, exterior color scheme, 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 ("Committee"). In the event said Board, or its

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

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not in consistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, to the extent the same is not covered by insurance, any Owner who has used the wall may restore it and shall have and there is hereby created an easement over the premises of the adjoining landowner for the purpose of construction of said wall, and if the other Owners thereafter make any use of the wall by commencement of construction on his premises adjoining said wall they shall contribute to the cost of restoration thereof in the proportion in which the adjoining owners use the wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within 10 days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement, or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties.

In all cases of arbitration, the parties hereto shall each pay the expense of its own Attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5 Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 7. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VIII

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual lots. The insurance shall cover all buildings and improvements upon the land originally constructed thereon by Declarant in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. Unless specifically requested by the owner of any lot, the Association need not procure insurance covering any additional improvements made to the premises by an owner subsequent to the original purchase of said lot from the Declarant. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the properties, the Association and its employees.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any lot, insurance upon the personal property, furnishings and improvements located or constructed on the premises by said owner as well as personal liability insurance provided that the cost of such additional insurance shall be considered in the nature of a special assessment to be specially assessed against the lot for which purchased or the owner of said lot. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Section 3. Special Assessment. The cost of insurance premiums shall be included in the monthly maintenance assessment made to the owner of each lot insured under this provision of this Declaration.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of the buildings and improvements. In such case should the owner so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each owner in accordance with his pro rata share of the loss sustained by the damage or casualty for which the proceeds shall be payable, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each lot, next towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said premises and the filling and leveling of said lot, and the remainder shall then be paid to such owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the owners of the damaged improvements. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the working fund for the Association.

Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ARTICLE IX

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration.

ARTICLE X

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no 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 the term of thirty (30) 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 thirty (30) year period by an instrument signed by not less than eighty per cent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any Amendment must be recorded.

Section 4. Annexation. Additional land within the area described as Meadows Replat II and Meadows Replat III, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of the members of the Association within five (5) years of the date of this instrument by executing and recording with the Register of Deeds of Sarpy County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accomodation of the different character of such property but not inconsistent with the residential character of Meadows Replat II and Meadows Replat III; provided, however, that as long as there is a declarant class of voters, annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions may only be made with the written approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 19th day of April, 1974.

Attest:

THE MEADOWS, INC.

[Signature]
Secretary

[Signature]
By _____ President

ON This 19th day of April, 1974 before me a Notary Public in and for said County and State personally appeared Joel M. Katterman and Diane Erickson known to be the president and Assistant Secretary of THE MEADOWS, Inc and to personally known to be the persons whose names are affixed to the above Declaration and acknowledge the execution thereof to be their voluntary act and deed.

The undersigned being the owners of the real estate described below as set forth opposite our respective names being the owners of certain lots in The Meadows Replat of Lot 9, The Meadows, here by join in the above and foregoing Declaration and consent and agree to the above and foregoing terms thereof.

- Joel A. Beermann Lot 26
- John J. Kelly Lot 42
- John Erickson Lot 10
- Sara M. Thomas Lot 10
- Alice Giehm Lot 9
- William E. Giehm Lot 9
- John F. Church Lot 27
- Barbara Church Lot 27
- Nancy Albersham Lot 22
- Frank M. Kozie Lot 3
- Linda M. Kozie Lot 3

[Signature]
(Notary)
(Seal)
My Commission Expires July 22, 1976

Witness my hand and Notarial seal in said County and State this date.
[Signature]

<u>Albert Roy Thompson</u>	Lot 13
<u>Don Kincaid</u>	Lot 44
<u>Carol Kasari</u>	Lot 44
<u>David M. Ernst</u>	Lot 39
<u>Sham Kammal</u>	Lot 1
<u>Sandy Knochenhauer</u>	Lot 33
<u>David F. Krockenka</u>	Lot 33
<u>Andrew Kammal</u>	Lot 1
<u>Joel & Burnham</u>	Lot 14
<u>Violet M. Fickel</u>	Lot 5
<u>William L. Futtler</u>	Lot 6
<u>Ann Futtler</u>	Lot 6
<u>David P. Henon</u>	Lot 16
<u>Melody A. Henon</u>	Lot 16
<u>Richard M. Carroll</u>	Lot 15
<u>Mrs. Charlotte Carroll</u>	Lot 15
<u>Trudy P. Neufeld</u>	Lot 12
<u>Terry S. Neufeld</u>	Lot 12
<u>Lloyd Boatright</u>	Lot 4
<u>Barbara Boatright</u>	Lot 4
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47-266 K

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 18th day of April, 1974, before me a Notary Public in and for said county and state personally came the following property owners of The Meadows, Joyce A. Beernink, Nelva J. Kelly, John Thomas, Sara M. Thomas, Alice Giehm, William E. Giehm, John Church, Barbara Church, Nancy Abraham, Frank M. Korgie, Linda M. Korgie, Cheryl Kay Thomsen, Ron Reinarz, Jr., Carl Reinarz, David N. Ernst, Sharon Hommel, Sandy Knockenhauer, George F. Knockenhauer, Andrew Hommel, Joel K. Burnham, Violet M. Fickel, William L. Tuttle, JoAnn Tuttle, David P. Henn, Melody A. Henn, Richard M. Carroll, Mrs. Charlotte Carroll, Trudy R. Neufind, Terry S. Neufind, Lloyd Boatright, Barbara Boatright, to me personally known to be the persons whose names are affixed to the above Declaration, and acknowledged the execution thereof to be their voluntary act and deed as such property owners of The Meadows.

Witness my hand and Notarial Seal at T. M. M. M. in said county the day and year last above written.



Therese C. Haller
Notary Public

R A T I F I C A T I O N

48-291

SECOND AMENDED DECLARATION
AND RELEASE

THIS SECOND AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners as of the date hereof of in excess of eighty per cent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive of The Meadows Replat III, a replat of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat II, a replat of Lot 7, The Meadows; All of Meadows Replat IV, a replat of Lot 5, The Meadows, subdivisions, in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain of the undersigned, executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, since the date of execution of Declaration, Supplementary Declaration and Amended Declaration, certain economic and market changes have occurred which make it impractical to anticipate development of certain of the area in the manner consistent with the intent of said Declaration, Supplementary Declaration and Amended Declaration; and

WHEREAS, the undersigned agree that it is in the best interests of promoting the development of all the first above described real estate that certain of said real estate be released from the Declaration, Supplementary Declaration and Amended Declaration, as executed and ratified, and that a Declaration be executed with respect to the remainder of said real estate for the purpose of protecting the value and desirability of all of said real estate; and

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by eighty per cent (80%)

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or more of the Lot owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of eighty per cent (80%) of the lots subject to said Declaration, and it is the desire of Declarant to make certain amendments to said Declaration and to release from said Declaration certain of the above real estate.

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

A. RELEASE

That the Declaration, the Supplementary Declaration, the Amended Declaration, and any other protective covenants, easements, restrictions and conditions heretofore existing be waived and discharged as to all of the real estate first described above, except, however, that said Declaration as amended hereinafter shall continue to apply to all the real estate described in Article I, Section 3 of Part B of this Second Amended Declaration and Release.

B. AMENDMENTS

That the owners of the real estate described hereinbelow in Article I, Section 3 hereof do hereby amend the Declaration, the Supplementary Declaration and the Amended Declaration to the effect that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of the easements, restrictions, covenants and conditions contained in the Declaration, Supplementary Declaration and Amended Declaration, and that the following easements, restrictions, covenants and conditions instead be applied to the real estate described in Article I, Section 3 hereof:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit association.

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 estate located in Sarpy County, Nebraska, and legally described as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 2, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat

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of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86. The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9 Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska.

Any description of the Properties other than those described in this Article I, Section 3 heretofore subject to certain

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covenants by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants, as above described, is hereby waived and discharged, it being the intention that the property described immediately hereinabove is the only property subject to the covenants herein contained.

Section 4. "Common Area" shall mean all of that portion of the Properties which is described and drawn on Exhibits "A" through "E" attached hereto and incorporated herein by this reference. The Common Area is subject to an easement for the common use and enjoyment of all Owners. Any description of Common Area not included in Exhibits "A" through "E" heretofore existing on any of the real estate first described above by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants as hereinabove referred to is hereby waived and discharged.

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

Section 6. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment 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 of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class members has been recorded agreeing to such dedication or transfer, and

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unless written notice of the proposed action is sent to every Owner not less than 30 days or more than 60 days in advance. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowners' use and reasonable access to the recreational facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(d) the right of the Association to limit the number of guests of Owners on recreational facilities;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, guests or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant will convey fee simple title to the Common Area described as Lot 61, The Meadows Replat, a Replat of Lot 9, The Meadows, as surveyed, platted and recorded, to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

(a) "Resident Members" shall be all Owners with exception for the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns. The Declarant Member, or its successors, shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership on the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 . Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, whether each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or changes for the purposes hereinafter set forth in Section 2 hereof; and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment, or any work covered by Article IX(b). In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or upon any dwelling or any Lot in the Properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

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Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Maximum Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot, per month.

(a) From and after January 1, 1975, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above five per cent (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 in an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray, in whole or in part, any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy, with a like sum due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot until the said assessment shall be paid in full.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 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 per cent (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.

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Section 7. 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 8. Date of Commencement of Annual Assessments:
Due Dates. The Regular annual assessments provided for herein shall commence as to all Lots on January 1, 1975. 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. 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 six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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, exterior color scheme, 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 ("Committee"). In the event said Board or its designated Committee fails to approve or disapprove such design and locations within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such,

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notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expenses of its own attorneys and witness fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

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(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or

(b) to any portion of a building used for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the Properties; or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the Properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the Properties. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties; provided that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used other than for human habitation, temporary or permanent, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of the construction and sale of the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as

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they deem necessary for the purposes of selling, renting or leasing the Properties.

ARTICLE VIII

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration.

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

(a) To keep the buildings on said Lot insured in a company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty per cent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.

(b) If a building on any lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

ARTICLE X

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court

order shall in no way affect any other provision 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 the 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) 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 of Resident Members who do not enjoy an equal vote with the Declarant 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of May, 1976.

LOTS LOCATED IN MEADOWS
REPLAT, A REPLAT OF LOT
9, THE MEADOWS SUBDIVI-
SION IN SARPY COUNTY,
NEBRASKA

_____	_____	Lot 1
<u>Larry Palmer</u>	<u>Karen B. Palmer</u>	Lot 2
husband and wife		
<u>Frank M. Kozie</u>	<u>Linda M. Kozie</u>	Lot 3
husband and wife		
_____	_____	Lot 4

hnd

Will M. Fickel
a single person

Lot 5

William L. Fickel
husband and wife

John Little

Lot 6

Lot 7

Mr. H. Brown
husband and wife

Marion Brown

Lot 8

See
Page
17
for Ruppert

William L. Fickel
husband and wife

Arthur L. Fickel

Lot 9

John Thomas
husband and wife

Sara M. Thomas

Lot 10

Lot 11

Lot 12

Cheryl Kay Thomsen
a single person

Lot 13

Joel K. Burnham
a single person

Lot 14

Richard M. Carroll
husband and wife

M. Charlotte Carroll

Lot 15

Paul P. H.
husband and wife

Melody A. H.

Lot 16

R. S. Thomsen
husband and wife

Betsy J. Thomsen

Lot 17

John W. Fickel
husband and wife

Cheryl L. Frisch

Lot 18

Lot 19

Patti E. Gibb
a single person

Lot 20

Richard E. Bolin
husband and wife

Brenda J. Bolin

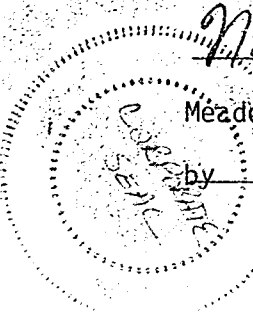
Lot 21

Nancy Abraham
a single person
Meadows Development Company

Lot 22

by _____
President

Lot 23



hand

Lot 24

Patricia J. Rindone Edigio G. Rindone
husband and wife

Lot 25

John A. Bernick
a single person

Lot 26

Lot 27

George P. P. Carol Phillips
husband and wife
Meadows Development Company

Lot 28

by: [Signature]
President

Lot 29

Don Simon Donna Simon
husband and wife

Lot 30

Paul B. Knutson Debra J. Knutson
husband and wife

Lot 31

Raymond Cunningham Linda Cunningham
husband and wife

Lot 32

George F. Knochenhauer Sandy Knochenhauer
husband and wife
Meadows Development Company

Lot 33

by: [Signature]
President

Lot 34

Barbara Baumgarten
a single person

Lot 35

James C. McPherson Attorney for Life Insurance Co.

Lot 36

Donald L. Hill
a single person
Meadows Development Company

Lot 37

by: [Signature]
President

Lot 38

David H. Ernst
a single person

Lot 39

James O. Harris
a single person

Lot 40

George Hartmann
a single person

Lot 41

hwp

Lot 42

Henry J. Weisking Debra S. Weisking
husband and wife

Lot 43

Lot 44

Meadows Development Company

by [Signature]
President

Lot 45

John C. Courtney
a single person

Lot 46

Edward M. McNeil Laura K. McNeil
husband and wife

Lot 47

Meadows Development Company

by [Signature]
President

Lot 48

Meadows Development Company

by [Signature]
President

Lot 49

Lot 50

Meadows Development Company

by [Signature]
President

Lot 51

James E. Buttner Daria Buttner
husband and wife

Lot 52

Terry D. Neufeld Trudy Neufeld
husband and wife

Lot 53

George M. Reeg Patricia A. Reeg
a single person

Lot 54

Pamela S. Earl Stephen A. Earl
a single person

Lot 55

Larry D. Chick
a single person

Lot 56

Meadows Development Company

by [Signature]
President

Lot 57

Meadows Development Company

by [Signature]
President

Lot 58

Nancy Thomas Ken Thomas
husband and wife

Lot 59

Meadows Development Company

by [Signature]
President

Lot 60

hmf

LOTS LOCATED IN MEADOWS
REPLAT II, A REPLAT OF
LOT 7, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

Charles W. Satchell

Barbara A. Satchell

Lot 14

husband and wife
Viking Construction, Inc.

by Eric Dahlbeck
President

Lot 15

Natal R. Carpenter
husband and wife

Charlotte A. Carpenter

Lot 16

Jerry Neuhaus
husband and wife
Viking Construction, Inc.

Marionell Neuhaus

Lot 17

by Eric Dahlbeck
President

Lot 51

Viking Construction, Inc.

by Eric Dahlbeck
President

Lot 52

August Olson
husband and wife

Barbara K. Johnson

Lot 53

George M. Leigle
husband and wife

Margaret W. Leigle

Lot 54

Pamela S. Orr
husband and wife

Gary C. Orr

Lot 55

LOT LOCATED IN MEADOWS
REPLAT III, a REPLAT OF
LOT 6, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

J. Thompson
husband and wife

Krist Hough

Lot 1

Lot 2

Lot 3

Robert I. Burns Jr.
husband and wife

Ann L. Burns

Lot 4

John A. Hart
husband and wife

Pat Hart

Lot 5

Joseph L. Green
husband and wife

Guendolyn U. Green

Lot 6

hmg

Mark D. Lohs

a single person
Galaxy Construction Company

Lot 7

by David R. Rab Secretary

Lot 8, 11, 12, 13, 14,
15, and 16, 17 through
104, inclusive

Charles H. Ruppert Sarah A. Ruppert
a single person

Lot 9

Joseph H. Howard Louise L. Howard
husband and wife

Lot 10

LOT LOCATED IN MEADOWS
REPLAT IV, A REPLAT OF
LOT 5, THE MEADOWS, A
SUBDIVISION IN SARPY
COUNTY, NEBRASKA

Harold H. Henden Patricia Henden
husband and wife

Lot 49

M. G. Stricklett Suzanne K. Stricklett
husband and wife

Lot 50

Wm. Stewart Lynne Stewart
husband and wife

Lot 53

Harold F. Thomson Garla C. Thomson
husband and wife

Lot 54

Porter Construction Company

by Merrill Porter

Lot 48, 51, 52, & 55

Galaxy Construction Company

by Secretary
Meadows Development Company

by President

Lots 17 through 104, inclusive, The Meadows
Replat III, a Replat of Lot 6, The Meadows.

Lots 1 through 13, inclusive, Lots 13
through 50, inclusive, and Lots 56
through 91, inclusive, of Meadows Replat II,
a Replat of Lot 7, The Meadows.

hnd

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) as

Before me, a notary public for said county and state Larry W. and Karen B. Palmer, Frank M. and Linda M. Korgie, Violot M. Fickel, William L. and JoAnn Tuttle, Mark J. and Marie R. Brown, William E. and Alice Giehm, John E. and Sara M. Thomas, Cheryl Kay Thomsen, Joel K. Burnham, Richard M. and M. Charlotte Carroll, David P. and Melody A. Henn, R. E. and Patsy J. Stannard, Steven W. and Cheryl L. Frisch, Patti E. Gibb, Richard E. and Brenda J. Boline, Nancy Abraham, Patricia J. and Edigio A. Rindone, Joyce A. Beernick, George W. and Carol Phillips, Lon Lemon, DVM and Becky J. Lemon, Paul B. and Debra J. Knutson, Raymond V. and Lois S. Cunningham, George F. and Sandy Knockenhauer, Rose Marie Baumgarten, Donald C. McCroden, Attorney-in-fact for Life Investors Co., Donald L. Hill, David N. Ernst, James O. Norris, Jr., Georga Heitmann, Lawson J. and Debra S. Weihing, John T. Courtney, Edward and Linda K. O'Neill, James E. And Daria Buettner, Terry S. and Trudy Neufind, Patricia A. Jestes, Stephen A. Earl, Larry H. Schirck, Ken and Nancy Thomas, Charles W. and Barbara A. Satchell, Michael R. and Charlotte A. Carpenter, Gary and Marinell Neuhaus, Rupert E. and Barbara K. Johnson, George M. and Margaret W. Reigle, Pamela S. and Gary C. Orr, J. Lane and Kris Hough, Robert I. Burns, Jr., and Ann L. Burns, John W. and Pat Hart, Joseph L. and Gwendolyn V. Green, Mark D. Lohse, John A. and Dorothea A. Rupiper, Floyd J. and Claudia L. Howerton, Gerald and Patricia Herndon, M. G. and Suzanne K. Stricklett, William Lynn and Sydney J. Stewart, Glenn F. and Karla C. Thomsen, Joel M. Katleman, President of Meadows Development Company, David J. Rak, secretary of Galaxy Construction Company, Merrill Porter, President of Porter Construction Company, and Eric Dahlbeck, President of Viking Construction, Inc., personally acknowledged their execution of the foregoing instrument to be their voluntary act and deed.

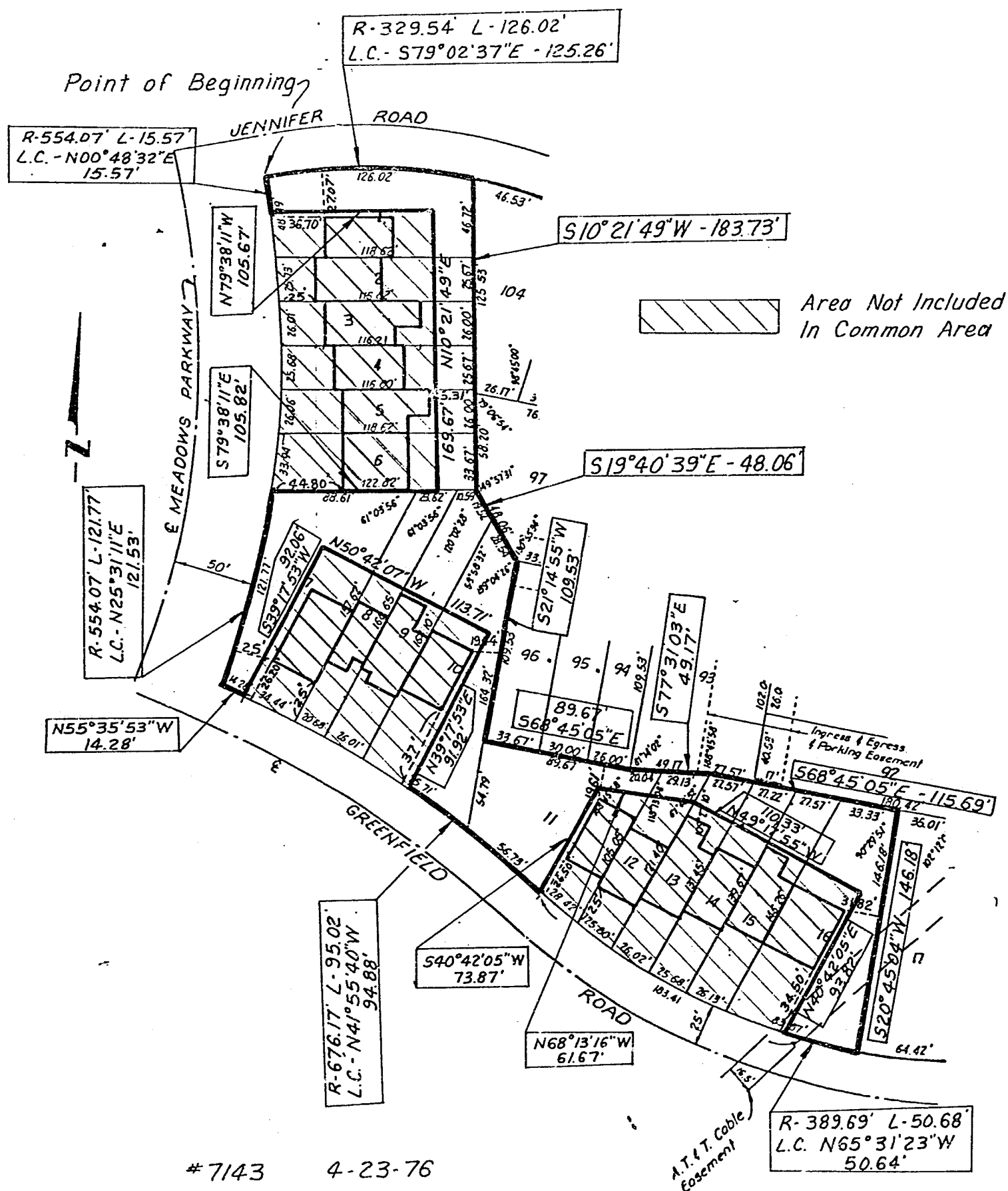
Dated this 27 day of May, 1976



DIANA L. ORR
General Notary-State of Nebr.
My Commission Expires
May 24, 1979

Diana L. Orr
Notary Public

See Attached Sheet For Legal Description.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

44-2813
EXHIBIT "A" PAGE 2

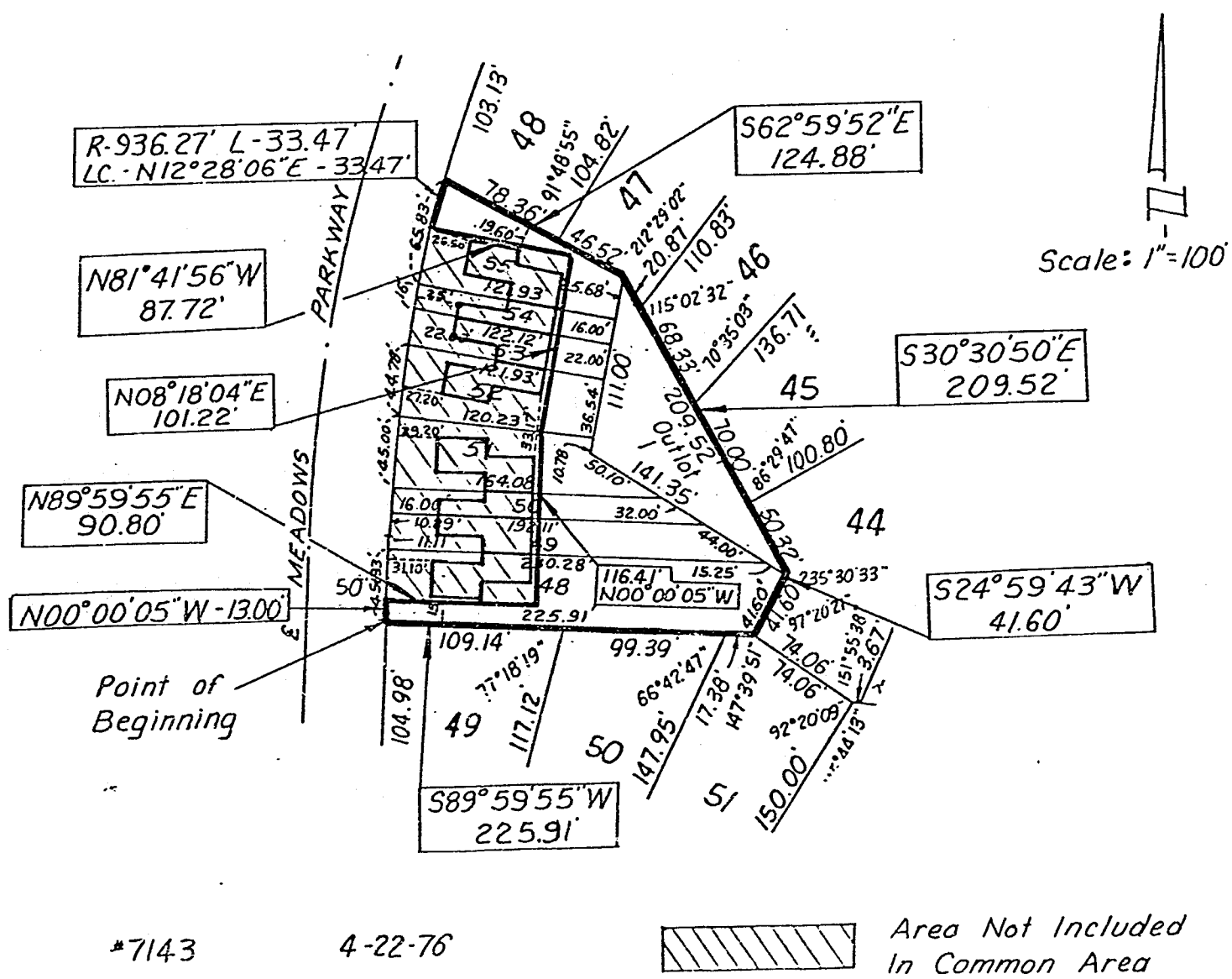
A part of Lots 1 thru 16, inclusive, The Meadows Replat III, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of Meadows Parkway and the Southerly right-of-way line of Jennifer Road, said point also being the Northwesterly corner of said Lot 1, The Meadows Replat III; thence Southeasterly, along said Southerly right-of-way line of Jennifer Road, on a curve to the right with a radius of 329.54 feet a distance of 126.02 feet, said curve having a long chord which bears S79°02'37"E a distance of 125.26 feet to the Northwesterly corner of said Lot 1, The Meadows Replat III; thence S10°21'49"W, along the Easterly line of said Lots 1 thru 6, inclusive, The Meadows Replat III, a distance of 183.73 feet to the Southeasterly corner of said Lot 6, The Meadows Replat III; thence S19°40'39"E, along the Southwesterly line of Lot 97, The Meadows Replat III, a distance of 48.06 feet to the Northwesterly corner of Lot 96, The Meadows Replat III; thence S21°14'55"W, along the Westerly line of said Lot 96, The Meadows Replat III, a distance of 109.53 feet to the Southwesterly corner of said Lot 96, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 11, The Meadows Replat III, a distance of 89.67 feet to the Southeasterly corner of Lot 94, The Meadows Replat III; thence S77°31'03"E, along the Southerly line of Lot 93, The Meadows Replat III, a distance of 49.17 feet to the Northeasterly corner of said Lot 12, The Meadows Replat III; thence S68°45'05"E, along the Northerly line of said Lot 13 thru 16, inclusive, The Meadows Replat III, a distance of 115.69 feet to the Northeasterly corner of said Lot 16, The Meadows Replat III; thence S20°45'04"W, along the Easterly line of said Lot 16, The Meadows Replat III, a distance of 146.18 feet to a point on the Northeasterly right-of-way line of Greenfield Road, said point also being the Southeasterly corner of said Lot 16, The Meadows Replat III; thence Northwesterly, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the right with a radius of 389.69 feet a distance of 50.68 feet, said curve having a long chord which bears N65°31'23"W a distance of 50.64 feet; thence N40°42'05"E a distance of 93.82 feet; thence N49°17'55"W a distance of 110.33 feet; thence N68°13'16"W a distance of 61.67 feet; thence S40°42'05"W a distance of 73.87 feet to a point on said Northeasterly right-of-way line of Greenfield Road; thence Northwesterly, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 676.17 feet a distance of 95.02 feet, said curve having a long chord which bears N41°55'40"W a distance of 94.88 feet; thence N39°17'53"E a distance of 91.92 feet; thence N50°42'07"W a distance of 113.71 feet; thence S39°17'53"W a distance of 92.06 feet to the point on said Northeasterly right-of-way line of Greenfield Road; thence N55°35'53"W, along said Northeasterly right-of-way line of Greenfield Road, a distance of 14.28 feet to the point of intersection of said Northeasterly right-of-way line of Greenfield Road and said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 121.77 feet, said curve having a long chord which bears N25°31'11"E a distance of 121.53 feet to the Southwesterly corner of said Lot 6, The Meadows Replat III; thence S79°38'11"E, along the Southerly line of said Lot 6, The Meadows Replat III, a distance of 105.82 feet; thence N10°21'49"E a distance of 169.67 feet; thence N79°38'11"W a distance of 105.67 feet to a point on said Easterly right-of-way line of Meadows Parkway; thence Northerly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 15.57 feet, said curve having a long chord which bears N00°48'32"E a distance of 15.57 feet to the Point of Beginning.

LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

A part of Lots 48 thru 55, inclusive, The Meadows Replat IV, and all of Outlot 1, The Meadows Replat VI, said subdivision being located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 48, The Meadows Replat IV; thence N00°00'05"W (assumed bearing), along the Easterly right-of-way line of Meadows Parkway, a distance of 13.00 feet; thence N89°59'55"E a distance of 90.80 feet; thence N00°00'05"W a distance of 116.41 feet; thence N08°18'04"E a distance of 101.22 feet; thence N81°41'56"W a distance of 87.72 feet, to a point on said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the right with a radius of 936.27 feet a distance of 33.47 feet, said curve having a long chord which bears N12°28'06"E a distance of 33.47 feet, to the Northwestern corner of said Lot 55, The Meadows Replat IV; thence S62°59'52"E, along the Northerly line of said Lot 55, The Meadows Replat IV, a distance of 124.88 feet, to the Northeasterly corner of said Lot 55, The Meadows Replat IV; thence S30°30'50"E, along the Northeasterly line of said Outlot 1, The Meadows Replat VI, a distance of 209.52 feet to the Southeasterly corner of said Outlot 1, The Meadows Replat VI; thence S24°59'43"W, along the Easterly line of said Lot 48, The Meadows Replat IV, a distance of 41.60 feet to the Southeast corner of said Lot 48, The Meadows Replat IV; thence S89°59'55"W, along the South line of said Lot 48, The Meadows Replat IV, a distance of 225.91 feet to the Point of Beginning.

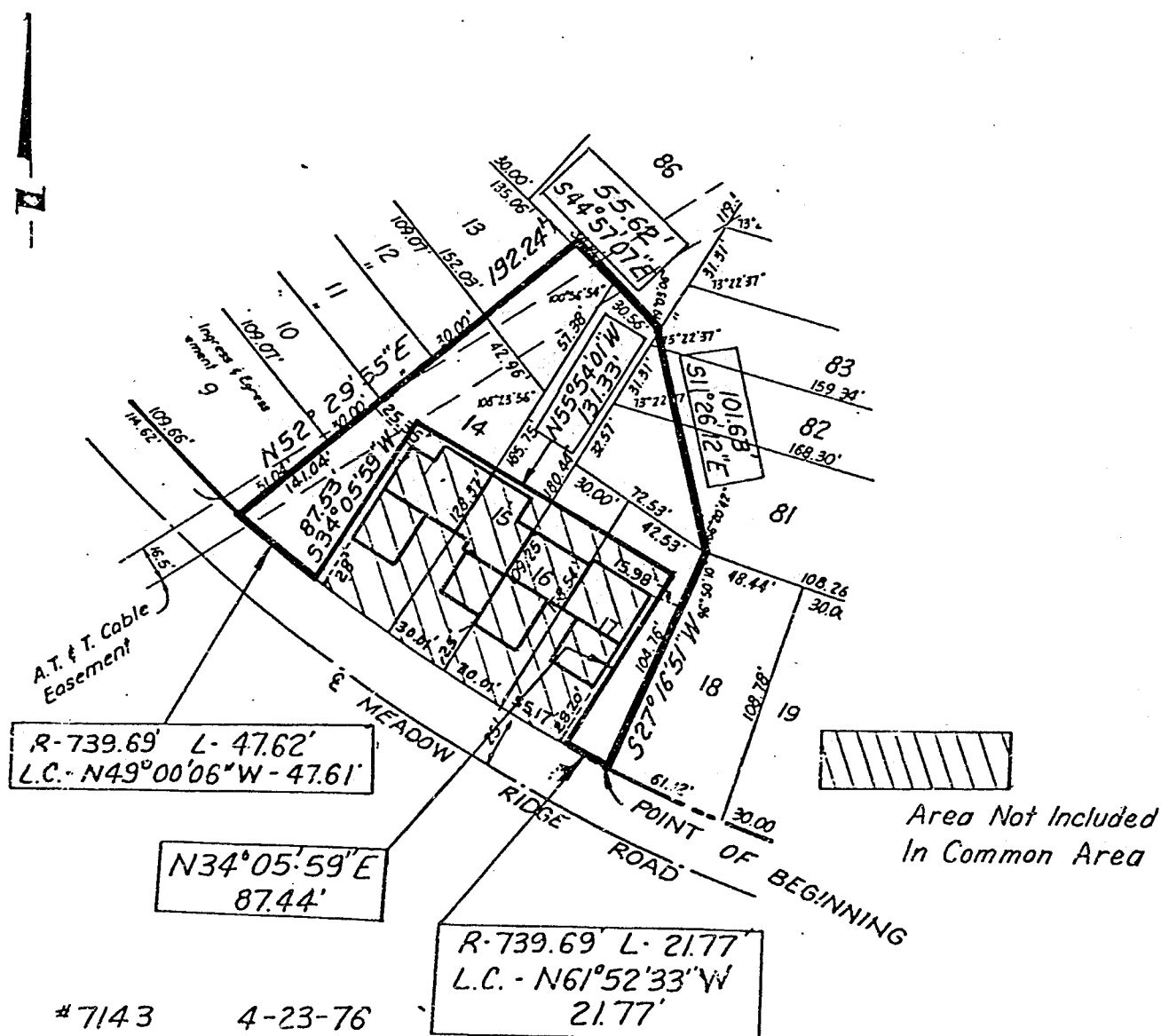


LEGAL DESCRIPTION
THE MEADOWS' COMMON AREA

EXHIBIT "C"
49-221 0

A part of Lot 13, part of Lots 14 thru 17, inclusive, and part of Lots 81 thru 83, inclusive, all in The Meadows Replat II, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86. The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II; thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning.



LEGAL DESCRIPTION
THE MEADOWS COMMON AREA

EXHIBIT D.
4-281V

A part of Lots 51 thru 55, inclusive, The Meadows Replat II, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the East line of said NW 1/4 of Section 24 and the Southeasterly right-of-way line of Greenfield Road, said point also being the Northerly corner of said Lot 51, The Meadows Replat II; thence S01° 01' 43" E (assumed bearing), along said East line of the NW 1/4 of Section 24, a distance of 452.26 feet, to the Southerly corner of said Lot 55, The Meadows Replat II; thence N49° 53' 21" W, along the Southwesterly line of said Lot 55, The Meadows Replat II, a distance of 255.42 feet to a point on said Southeasterly right-of-way line of Greenfield Road; thence Northeasterly, along said Southeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 1961.01 feet a distance of 7.50 feet, said curve having a long chord which bears N37° 41' 46" E a distance of 7.50 feet; thence S54° 50' 21" E a distance of 91.76 feet; thence N35° 09' 39" E a distance of 166.00 feet; thence N54° 50' 21" W a distance of 91.76 feet, to a point on said Southeasterly right-of-way line of Greenfield Road; thence, along said Southeasterly right-of-way line of Greenfield Road on the following described courses; thence Northeasterly, on a curve to the left with a radius of 1961.01 feet a distance of 89.81 feet, said curve having a long chord which bears N31° 25' 15" E a distance of 89.81 feet; thence N30° 06' 39" E a distance of 80.17 feet, to the Point of Beginning.

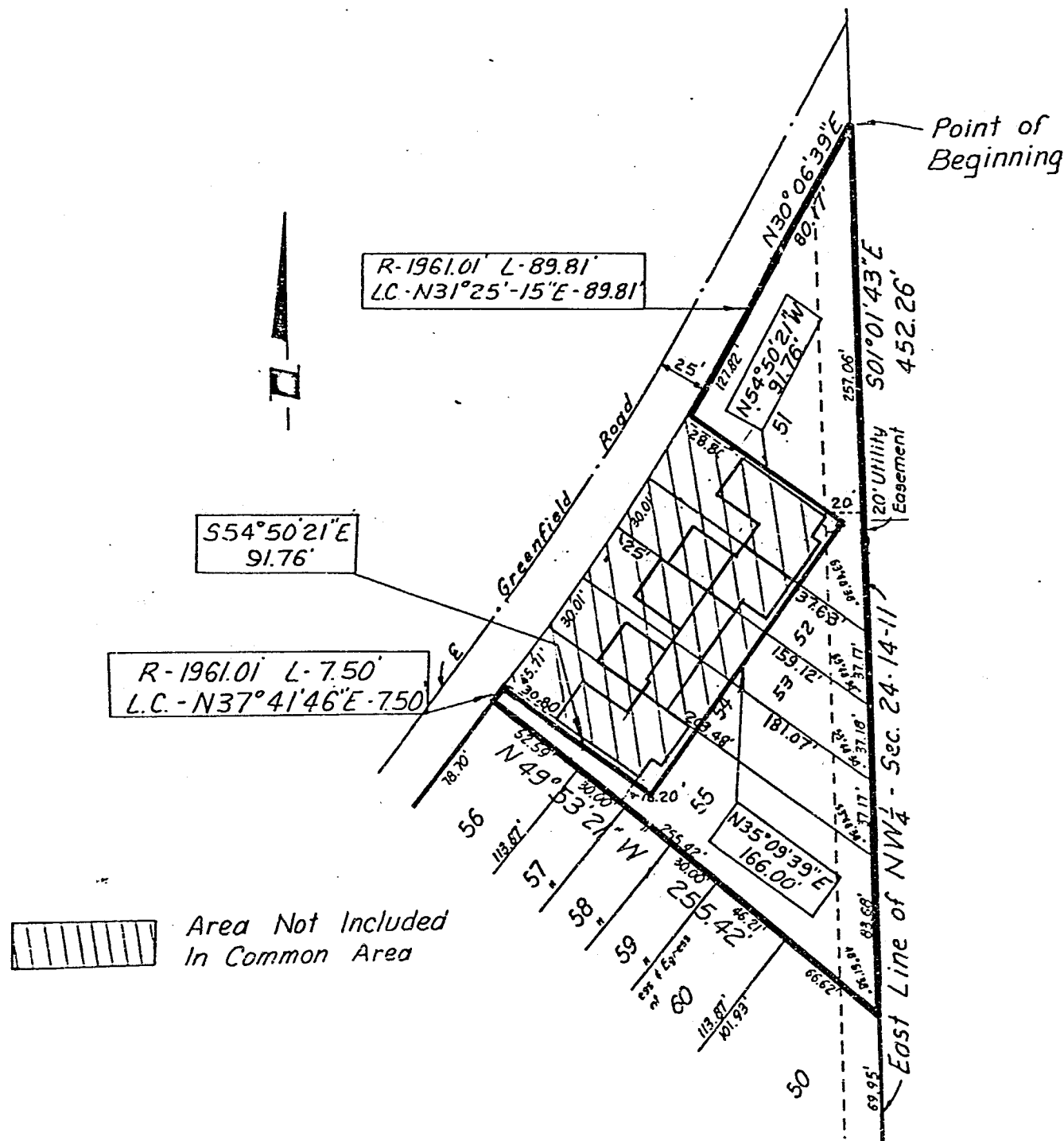
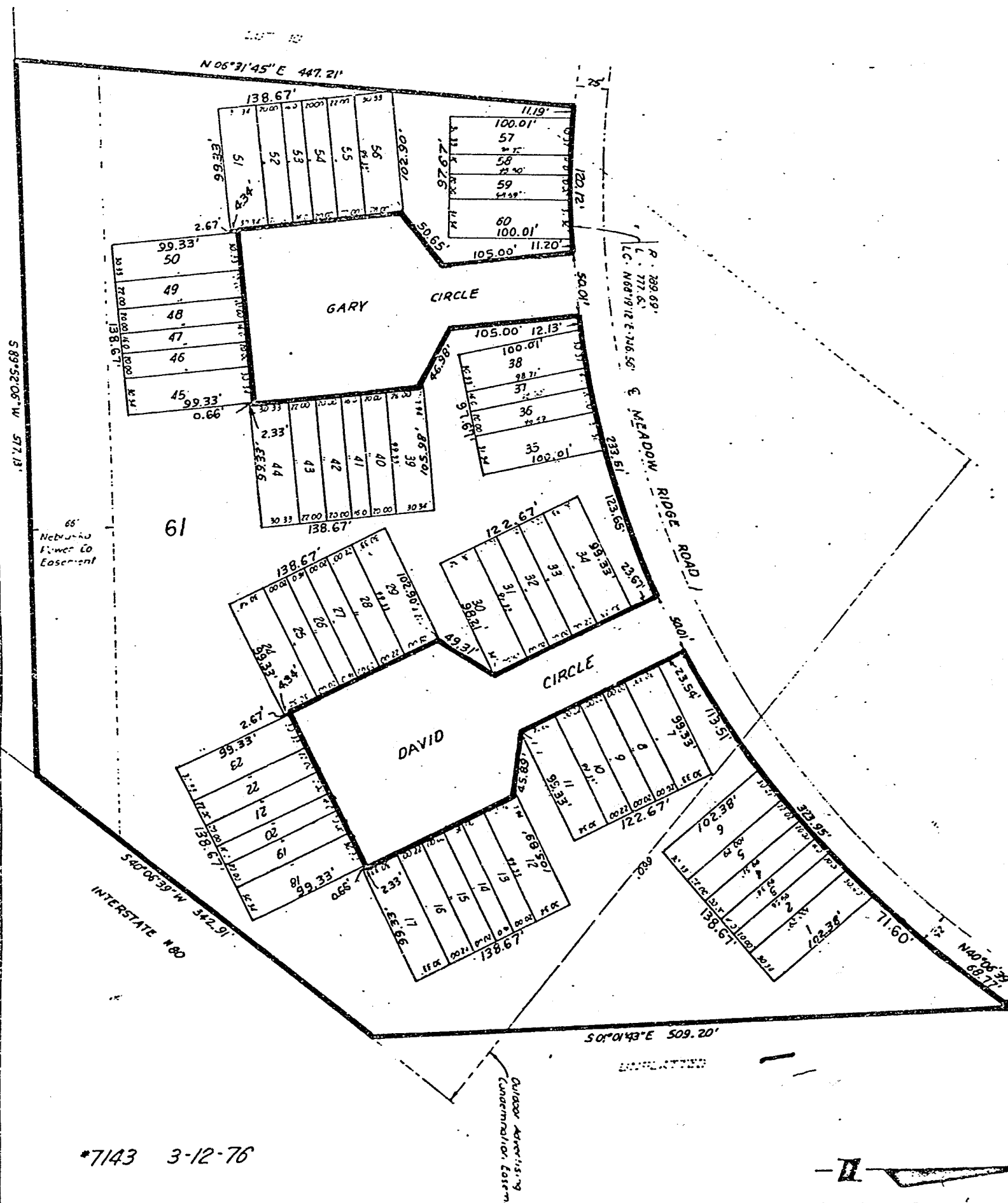


EXHIBIT "E"
49-281W

49-281W



#7142 2-12-76

Scale: $1" = 100'$

COUNTER BJ G.E. BJ
VERIFY BJ D.E. BJ
PROOF BJ
FEES \$ 136.00
CHECK# _____
CHG Pay CASH _____
REFUND 1 CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-26783

11/13/2018 10:56:15 AM

Lloyd J. Dowding

REGISTER OF DEEDS



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2842
402-593-5773

*R&R
Carini Short
8603 meadows Pkwy
Omaha Ne 68138*

A

BY-LAWS
OF
THE MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

- (a) REGISTERED OFFICE: The registered agent of the corporation shall be Douglas W. Ruge, II, and the registered office shall be 14769 California Street, Omaha, Nebraska, 68154.
- (b) PRINCIPAL OFFICE: The principal office of the corporation shall be located at the management's office. Meetings of the members and directors may be held at such places within the State of Nebraska as may be designed by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Second Amended Declaration and Release dated 5/24/76, and filed at Book 49, Page 281 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and that property burdened by a common area easement for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or land occupied by a _____ unit within the homeowner's regime with the exception of the Common Area or Common Area Easement.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or unit which is a part of the Properties.

Section 6. "Declarant" shall mean and refer to The Meadows Property Owners' Association, Inc., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Second Amended Declaration and Release applicable to the Properties recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, at Book 49, Page 281 of the Miscellaneous Records.

B.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Notice" shall mean written notice to the last address of the member appearing on the Associations records. Notice may be by e-mail or by electronic transmission when authorized in writing by the members. Notice may also be by resolution in the case of notice of Board Members.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of members shall be held on the third Sunday in January and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid or by e-mail if the member gives written permission at least 15 days before such meeting to each member entitled to vote, addressed to the member's address or e-mail last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

C

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. Members shall serve a term of three (3) years at each annual meeting where the term of a member(s) shall expire, the members shall elect a director(s) for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations may be made from the floor at the annual meeting or by the Board. Nominated individuals must be owners.

Section 2. Election. Election to the Board of Directors shall be secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice if fixed at a meeting of Directors, or with notice if not. Notice may be by e-mail if written permission is given by the Director. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

D.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties or fines which shall be liens which can be foreclosed for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for the infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration to the general Association or which may be delegated by vote of the Association;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, or
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

- E
- (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
 - (d) Issue, or to cause an appropriate officer to issue, upon demand by any owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) Cause the common area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

F..

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President may issue certificates stating the status of payment by any assessments.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and e-mail or other electronic information, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer or such person hired by the Board shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; the treasurer shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer may issue certificates stating the status of payment of any assessments.

ARTICLE IX

COMMITTEES

The Association may shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

G

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Each member is obligated to pay to the Association assessments and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein for nonuse of the Common Area or abandonment of his lot. Association dues pay for the following items: exterior painting (excluding entrance doors), snow removal (driveways only), lawn service (fertilizing, weed prevention, mowing), trash removal, water and sewer fees; replacement and repair of existing guttering, repair and replacement of driveways and sidewalks, and fees for C.P.A. The Association is not responsible for the following items: removal of snow from sidewalks, watering of any lawn areas not covered by underground sprinkler systems, homeowners insurance, repair or replacement of patios or decks, replacement of siding, repair or replacement of doors, garage doors or windows, repair or replacement of roofing. The Association is not responsible for maintenance, repair or replacement of any items not specifically mentioned in the By-Laws or Covenants. The trees and bushes planted in front of the units between driveways are on private property and are not the association's responsibility. The association does, however, mow, fertilize, weed and insect control the grass on these areas.

All property owners who are delinquent on their monthly assessments will be published monthly, giving the name of the owner, address and amount delinquent.

All property owners have right to know who is in default in the payment of any assessment.

ARTICLE XII

PRINCIPAL OFFICE: The principal office of the corporation shall be located at the management's office. Meetings of the members and directors may be held at such places within the State of Nebraska as may be designated by the Board of Directors.

H..

ARTICLE XIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each directors and officer of the corporation shall be indemnified by the corporation against all costs and expenses (including counsel fees) reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a director of the corporation (whether or not he continued to be a director or officer at the time of incurring such cost or expense), except in cases of gross negligence or willful misconduct. The right of indemnification herein provided shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy

APPROVED AT A FULLY AND REGULAR CALLED MEETING OF THE BOARD
BY A MAJORITY OF A QUORUM OF MEMEBRS PRESENT ON THE _____ DAY OF
_____, _____.

SECRETARY

PRESIDENT

I

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APPROVED AT A FULLY AND REGULAR CALLED MEETING OF THE BOARD
BY A MAJORITY OF A QUORUM OF MEMEBRS PRESENT ON THE 8th DAY OF
December, 2015.

Carin F. Short
SECRETARY
Carin Short

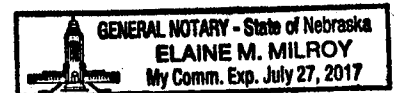
Pat Lang
PRESIDENT
Pat Lang

STATE OF NEBRASKA)

COUNTY OF SARPY)

Subscribed and sworn to before me this 10th day of November, 2015.

Elaine M. Milroy
Notary Public



Exp July 27, 2017

J

THIRD AMENDED AND RESTATED DECLARATION

THIS THIRD AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners as of the date hereof of in excess of eight percent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW $\frac{1}{4}$ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW $\frac{1}{4}$ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86; The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

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and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

W I T N E S S E T H :

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 51, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain other owners , executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded

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at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, the Second Amended Declaration and Release was filed on or about May 24, 1986 signed by at least eighty percent (80%) of owners of the Association; however, seventy percent (70%) of owners is now required to amend since it is more than twenty years from the Second Amended Declaration.

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by seventy percent (70%) or more of the Lot Owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of seventy percent (70%) of the lots subject to said Declaration, and it is the desire of the undersigned to make certain amendments to said Declaration

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit association.

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.

Section 3. "Properties" shall mean and refer to that certain real estate located in Sarpy County, Nebraska, and legally described at the beginning of the Third Amended and Restated Declaration as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

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and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

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Section 4. "Common Area" shall mean all of that portion of the Properties which is owned and maintained by the Association pursuant to the Third Amended and Restated Declaration. The Common Area is subject to an easement for the common use and enjoyment of all Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land accepted by a dwelling unit within the homeowners regime, plat or replat of the Properties, with the exception of the Common Area and structures.

Section 6. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment 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 of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges provided they are accompanied guests of the owners;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an order 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;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner not less than 30 days or more than 60 days in advance;
- (d) The right of the Association to limit the number of guests of Owners on recreational facilities;

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- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, and contract purchasers.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the Properties shall be a member of the Association; however, this shall be only one vote per lot or unit. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each owner of a lot or unit is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges for the purposes hereinafter set forth in Section 2 hereof; and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title and run with the land.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, repair improvements or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming

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pools, tennis courts, and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest. The maintenance shall consist of painting, repair and replacement of gutters, downspouts, trees and shrubs, except trees and shrubs planted by owners directly outside and adjacent to their unit, grass, driveways, and private drives and private roads and sidewalk replacement. Maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment, any work covered by Article IX(b) or any item not specifically covered by this Declaration or the By-Laws. Assessments shall also cover accounting and legal fees, trash pickup, water (but not the lines securing the units) and insurance at the election of the Board or Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or upon any dwelling or any Lot in the Properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then, anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be Uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at a meeting prior to any other business to be undertaken at said meeting.

Section 4. Maximum Annual Assessment. The annual assessment may be raised by up to five percent (5%) from year to year. To exceed a five percent (5%) increase, there must be approval of two-third (2/3) members attending at the annual special meeting of members

(a)

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray, in whole or in part, any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two thirds (2/3) of the vote members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy, with a like sum due and

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payable each and every month thereafter, along with the Regular Assessment with respect to said Lot until the said assessment shall be paid in full.

Section 6. Notice and Quorum for any Action Authorized under Section 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 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 forty percent (40%) 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 7. 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 8. Date of Commencement of Annual Assessments; Due Dates. 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. 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 highest rate allowed by law but not exceeding fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his Lot. The Association shall be awarded any of its costs and attorney's fees to collect on assessments. The Association may also impose reasonable fines for violations of the Covenants or By-Laws or Rules and Regulations passed by the Board which fines shall be treated the same as assessments and can be foreclosed upon and awarded costs and attorney's fees.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

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

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until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, 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 ("Committee"). In the event said Board or its designated Committee fails to approve or disapprove such design and locations within thirty (30) days after, said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements which shall necessitate the repairs shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed shall fail to appoint the

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third arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expenses of its own attorneys and witness fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Board or Architectural Control Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No buildings or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

- (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- (b) To any portion of a building used for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the Properties; or
- (c) To any portion of a building used as the Association's offices,

If written permission for such placement, erection or use under (a) or (b) above is first obtained from the Board or Architectural Control Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Board or Architectural Control Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the Properties. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties except as authorized by the Board or Architectural Control Committee. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes. Owners shall be responsible for cleanup of their pet's waste.

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Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sties hereby restricted without the consent in writing of the Committee.

Section 7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used other than for human habitation, temporary or permanent, nor shall any structure of a temporary character be used for human habitation nor shall any such structure be used except as authorized by the Board or Architectural Control Committee. .

ARTICLE VIII

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration. The costs of such work shall be assessed to the individual unit.

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

- (a) To keep the buildings on said Lot insured by a bonded company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty percent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.
- (b) If a building on a lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision 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 in perpetuity until extinguished or awarded by an amendment signed by seventy percent (70%) of the owners

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this
 _____ day of _____, 2010.

Signature	Address	Lot/Unit #
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[illegible]

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF P
FEES \$ 82.00
CHECK# 7219
CHG 6.00 CASH 88.00
REFUND 6.00 CREDIT
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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-26886

11/13/2018 3:41:51 PM

Clay J. Rouding

REGISTER OF DEEDS



STATE OF Nebraska)
COUNTY OF Douglas)

COMES NOW Carin Short, who deposes and states as follows:

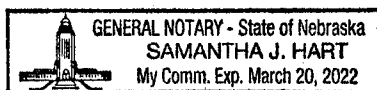
1. I am of sound mind, age of majority and have personal knowledge of the facts alleged in this affidavit.
2. I am Secretary of the Meadows Property Association, Inc. ("Associaiton").
3. Attached hereto is the Third Amended and Restated Declaration to the Declaration of Covenants, as amended, filed on July 27, 1973, at Page 645, Book 46, Misc. Records, Register of Deeds of Sarpy County, Nebraska.
4. The Third Amendment was approved in writing by owners of lots representing at least 80% of the lots covered by the Declaration, as amended. Copies of the written approvals are kept in the records of the association and maintained by the Secretary of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

DATED: 11-7-2018

Carin Short
Carin Short

Subscribed and sworn to before me this 7 day of November, 2018.



Samantha J. Hart
Notary Public

R&R
Douglas W. Ruge
15950 W. Dodge Rd
#200
Omaha, Ne 68118

A

THIRD AMENDED AND RESTATED DECLARATION

THIS THIRD AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners as of the date hereof of in excess of eight percent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW $\frac{1}{4}$ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 3, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW $\frac{1}{4}$ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86; The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

B

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

WITNESSETH:

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 51, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain other owners, executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded

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at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, the Second Amended Declaration and Release was filed on or about May 24, 1986 signed by at least eighty percent (80%) of owners of the Association; however, seventy percent (70%) of owners is now required to amend since it is more than twenty years from the Second Amended Declaration.

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by seventy percent (70%) or more of the Lot Owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of seventy percent (70%) of the lots subject to said Declaration, and it is the desire of the undersigned to make certain amendments to said Declaration

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit association.

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.

Section 3. "Properties" shall mean and refer to that certain real estate located in Sarpy County, Nebraska, and legally described at the beginning of the Third Amended and Restated Declaration as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

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Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesternly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesternly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86; The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

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Section 4. "Common Area" shall mean all of that portion of the Properties which is owned and maintained by the Association pursuant to the Third Amended and Restated Declaration. The Common Area is subject to an easement for the common use and enjoyment of all Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land accepted by a dwelling unit within the homeowners regime, plat or replat of the Properties, with the exception of the Common Area and structures.

Section 6. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment 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 of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges provided they are accompanied guests of the owners;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an order 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;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner not less than 30 days or more than 60 days in advance;
- (d) The right of the Association to limit the number of guests of Owners on recreational facilities;

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- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, and contract purchasers.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the Properties shall be a member of the Association; however, this shall be only one vote per lot or unit. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each owner of a lot or unit is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges for the purposes hereinafter set forth in Section 2 hereof; and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title and run with the land.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, repair improvements or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming

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pools, tennis courts, and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest. The maintenance shall consist of painting, repair and replacement of gutters, downspouts, trees and shrubs, except trees and shrubs planted by owners directly outside and adjacent to their unit, grass, driveways, and private drives and private roads and sidewalk replacement. Maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment, any work covered by Article IX(b) or any item not specifically covered by this Declaration or the By-Laws. Assessments shall also cover accounting and legal fees, trash pickup, water (but not the lines securing the units) and insurance at the election of the Board or Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or upon any dwelling or any Lot in the Properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then, anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be Uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at a meeting prior to any other business to be undertaken at said meeting.

Section 4. Maximum Annual Assessment. The annual assessment may be raised by up to five percent (5%) from year to year. To exceed a five percent (5%) increase, there must be approval of two-third (2/3) members attending at the annual special meeting of members

(a)

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray, in whole or in part, any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two thirds (2/3) of the vote members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy, with a like sum due and

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payable each and every month thereafter, along with the Regular Assessment with respect to said Lot until the said assessment shall be paid in full.

Section 6. Notice and Quorum for any Action Authorized under Section 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 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 forty percent (40%) 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 7. 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 8. Date of Commencement of Annual Assessments; Due Dates. 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 certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. 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 highest rate allowed by law but not exceeding fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his Lot. The Association shall be awarded any of its costs and attorney's fees to collect on assessments. The Association may also impose reasonable fines for violations of the Covenants or By-Laws or Rules and Regulations passed by the Board which fines shall be treated the same as assessments and can be foreclosed upon and awarded costs and attorney's fees.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

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

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until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, 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 ("Committee"). In the event said Board or its designated Committee fails to approve or disapprove such design and locations within thirty (30) days after, said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements which shall necessitate the repairs shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed shall fail to appoint the

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third arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expenses of its own attorneys and witness fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Board or Architectural Control Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No buildings or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

- (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- (b) To any portion of a building used for coin-operated laundry or dry cleaning equipment for the use of occupants of buildings in the Properties; or
- (c) To any portion of a building used as the Association's offices,

If written permission for such placement, erection or use under (a) or (b) above is first obtained from the Board or Architectural Control Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Board or Architectural Control Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area, street or common area in the Properties. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties except as authorized by the Board or Architectural Control Committee. No clothes lines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes. Owners shall be responsible for cleanup of their pet's waste.

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Section 5. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used other than for human habitation, temporary or permanent, nor shall any structure of a temporary character be used for human habitation nor shall any such structure be used except as authorized by the Board or Architectural Control Committee.

ARTICLE VIII

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration. The costs of such work shall be assessed to the individual unit.

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

- (a) To keep the buildings on said Lot insured by a bonded company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty percent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.
- (b) If a building on a lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

ARTICLE X

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision 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 in perpetuity until extinguished or awarded by an amendment signed by seventy percent (70%) of the owners

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2010.

_____ Signature	_____ Address	_____ Lot/Unit #
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STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public