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**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BIRCHFIELD 2ND ADDITION IN
SARPY COUNTY, NEBRASKA**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Birchfield 2nd Addition in Sarpy County, Nebraska is made on this 3rd day of July 1997, by Construction Sciences, Inc., a Nebraska corporation, as the Declarant.

WITNESSETH:

WHEREAS, Declarant, pursuant to the declarant's right reserved under the Declaration of Covenants, Conditions, Restrictions and Easements for Birchfield 2nd Addition in Sarpy County, Nebraska, which is recorded in the Office of the Sarpy County Register of Deed, Instruments No. 95-05476 is desirous of amending and restating the Declaration as hereinafter set forth.

WHEREAS, this Amendment to the Declaration shall be filed of record against the following described real estate, to wit:

Lots 1 through 100, inclusive, Birchfield 2nd Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and Sublots 1 through 23, inclusive, and Outlot "A", all in Birchfield 3rd Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, provides as follows:

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1. The following shall become Article I to the Declaration:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Birchfield 2nd Addition Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to:

Lots 1 through 100, inclusive, Birchfield 2nd Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and Sublots 1 through 23, inclusive, and Outlot "A", Birchfield 3rd Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Section 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels or one of three parcels resulting from a Lot split of a duplex or triplex zoned Lot.

Section 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which a dwelling has been erected and the initial construction is completed.

Section 6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

Section 7. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

Section 8. "Common Area" shall mean and refer to the any land owned by Sanitary and Improvement District No. 156 of Sarpy County, Nebraska, and any land controlled by easement or right-of-way in favor of Sanitary and Improvement District No. 156 of Sarpy County, Nebraska..

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Section 9. "Common Area Improvements" shall mean and refer only to (i) to signs, landscaping, which may be located from time to time on the Common Area and (ii) any perimeter fencing on the Properties or Common Area and any signage which serves all of the Lots.

Section 10. "Common Area Expenses" means expenditures made on an annual basis by or financial liabilities of the Association, together with any allocations to reserves.

2. Article I of the Declaration shall be renamed Article II, Article II shall be renamed Article III, Article IV shall be renamed Article III, and Article V shall be renamed Article IV.
3. Article I--Paragraph 2 (which is now Article II) shall be amended in its entirety as follows:

No residential home shall be built or constructed or permitted to remain on any single-family zoned lot in Birchfield 2nd Addition which does not meet or exceed the following square footage requirements:

(a) The minimum square footage any detached, single family dwelling, exclusive of basements, breeze ways, carports and garages, shall be (1) 1,200 square feet of total finished living area for single-story dwellings; (2) 1,500 square feet of total finished living area, including lower level, for one-story dwellings with basement garages (split entry); (3) 1,600 square feet of total finished living area for a one and one-half-story and two-story dwellings; (4) 1,450 square feet of total finished living area for a tri-level (split level) dwelling, including lower level. Each residential home built or constructed shall have a private garage of not less than two vehicles and no more than three vehicles.

4. Article I--Paragraph 4 (which is now Article II) shall be amended in its entirety as follows:

The exposed front foundation wall of all main residential structures shall be constructed of or faced with genuine brick or simulated-brick poured foundations or stone or stucco. If the Lot has frontage on more than one street, the above provision shall apply only to that side constituting the front side of the house. All exposed side and rear concrete or concrete block foundation walls must be painted. All driveways must be constructed on concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete,

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concreted blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding.

5. Article I--Paragraph 12 (which is now article II) shall be amended in its entirety as follows:

A public sidewalk shall be constructed of concrete four (4) feet wide by three and one half (3 1/2) inches thick in front of each built upon lot and upon the street side of each built upon corner lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the dwelling and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of any governmental authority having jurisdiction thereof. It is understood, however, that from time to time because of weather or material shortages the Owner may be allowed to move in prior to sidewalk construction, but only after an escrow has been established to assure such construction when weather and material availability permits.

6. Article III shall be deleted in its entirety.
7. Article IV shall be amended and restated in its entirety as follows:

ARTICLE III
HOMEOWNERS ASSOCIATION

1. General Information. The Association shall be required to maintain the Common Area Improvements in good condition and repair as more particularly set forth in this Declaration. The fiscal year of the Association shall be the calendar year. The Office of the Association shall be located at such location as the Board of Directors or the managing agent shall designate from time to time.

(a) All Lot Owners, by virtue of their ownership of a Lot, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

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(b) The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant and thereafter be elected as provided for in the By-laws.

2. Membership. The membership of the Association shall consist of all Owners of Lots within Birchfield 2nd Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Birchfield 3rd Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Membership in the Association shall be mandatory and no Owner during his ownership of a Lot shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

3. Succession. The membership of each Owner shall terminate when they cease to be an Owner of a Lot, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

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

Class A: Class A Members shall be the Owners of all Lots other than Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class A Member shall be entitled to one vote for each Lot Owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: Class B Members shall be the Owners of all Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. Each Class B Member shall be entitled to one vote for each Lot owned upon the occurrence of the first of the following dates:

(a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or

(b) January 1, 2001.

No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

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5. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray annual Common Expenses and administrative expenses of the Association.

6. Assessments.

(a) All Owners shall be obligated to pay the assessments imposed by the Board of Directors of the Association to meet the Common Area Expenses of the Association. The Common Area Expenses of the Association shall be equally assessed among all of the Lot Owners. Annual Assessments for the estimated Common Area Expenses of the Association shall be due in advance of the first day of January of each year. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual Lots.

(b) Each Lot Owner's obligation of payment of assessments shall be due on the first day of the month in which the closing of the purchase of a Lot occurs.

(c) Assessments shall be based upon the cash requirements deemed to be such aggregate sum of the Board of Directors of the Association shall from time to time determine is to be paid by all of the Lot Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, alterations and improvements of and to Common Area Improvements and for the creation of a reasonable contingency and reserve for the same.

(d) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the owner's obligation to pay the same.

(e) Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall provide a summary of the Budget to all the Lot Owners, and shall set a date for a meeting of the Lot Owners to consider ratification of the Budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the vote entitled to be cast, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Lot Owners shall be continued until such

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time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors.

7. Association Lien for Non-Payment of Common Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any Mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by such encumbrances. In the event of default in the payment of the assessment, the Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws of the Association. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of the owner of the Lot and a description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosures of the defaulting owner's Lot by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

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(c) Any Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of this mortgage or encumbrance within the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee, the Association shall report to the Mortgagee of a Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

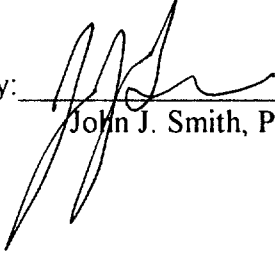
(d) The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Sarpy County, Nebraska.

(e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

8. Except as amended herein, the provisions contained in the original Declaration of Covenants, Conditions, Restrictions and Easements for Birchfield 2nd Addition filed of record in the Office of the Sarpy County Register of Deeds, Instrument No. 95-05476, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year set forth below.

CONSTRUCTION SCIENCES, INC., a Nebraska corporation,

By:  _____
John J. Smith, President

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STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came John J. Smith, President of Construction Sciences, Inc., known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 3rd day of July 1997

Mary K. Pellettera
Notary Public

