

60-25122

AMENDMENT #2 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - Dated 10/8/85
OF
CHARLES PLACE HOMEOWNERS ASSOCIATION
6/4/87

ARTICLE II - Membership and Voting Rights

Class B: Amend to read: Total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Therefore, the Class B membership ceases and is converted to Class A membership.

ARTICLE III - SECTION II

Insurance: Change first sentence by deleting the word Improvements and adding the word structure.

ARTICLE III - SECTION II. Add. The Association will provide structural insurance in the amounts of \$75,000.00 for the regular townhomes and \$85,000.00 for the Ranch Style townhomes. Insurance to be adjusted yearly for inflation.

39:00

1. Structural Insurance Replacement Includes:

- 60-25122*
The Structure
- 9514*
Dishwasher & Garbage disposal
- Stove
- Hotwater Heater
- Furnace
- Air Conditioning
- Floor coverings
- Fixtures
- Kitchen/Bathroom cabinets & counters
- Standard Plumbing, Electrical
- Fence on back property line
- Fireplace
- Patio/Decks

LET AUG -5 PM 2:10

REGISTER OF DEEDS

2. Homeowner Personal Insurance Includes

- Personal Property
- Wall and Window coverings
- Remodeling
- \$1,000.00 deductible of the association structural insurance (called Loss Assessment Insurance)
- Backyard Fences
- Trees/Shrubs
- Landscaping Improvements

13600 ✓

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Patio Covers/Enclosures

Additional insurance beyond the \$75,000.00 and \$85,000.00 on the Association policy per unit will be the responsibility of the homeowner (called building property insurance).

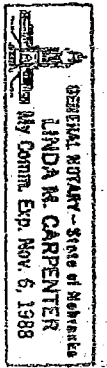
Failure to provide for the coverage of the \$1,000.00 deductible under the Association policy (if a loss occurs) will result in the Association picking up the tab and putting a lien of \$1,000.00 on the respective property. The \$1,000.00 deductible on the Association policy will not be assessed among the homeowners as a whole should a loss occur. It will be assessed equally to unit owners involved in the loss.

IN WITNESS WHEREOF, we the undersigned being Association members, have hereunto set our hands this 25th day of June 1987.

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
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<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

State of Nebraska,
County of Sarpy, , ss.

The forgoing instrument was acknowledged before me this 25th day of June, 1987 by the above Association members.



[Signature]
Notary Public

60-25132

6/4/87

AMENDMENT #1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF CHARLES PLACE HOMEOWNERS ASSOCIATION

Witnesseth: Amend to include: Lots 9-14-Charles Place II. Charles Place I consists of lots 1-8.

Article V - Architectural Control

Amend to include: Approved fence in backyard of lots. Owners must get prior approval of all parties concerned prior to erecting fence on property lines. Additionally, the association will assess the owner necessary costs for moving or installing sprinklers to provide adequate watering. Additionally, owners will be assessed any additional amount for lawn maintenance if required because of fences.

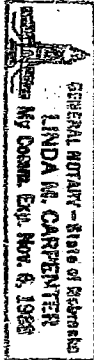
IN WITNESS WHEREOF, we the undersigned being Association members, have herunto set our hands this 2nd day of June, 1987.

Handwritten signatures of association members on a set of lines.

50-25120

State of Nebraska, ss.
County of Sarpy,

The foregoing instrument was acknowledged before me this
4th day of June, 1987 by the above Association
members.



Linda M. Carpenter
Notary Public

60-2512 D

6/22/87

BOARD OF DIRECTORS

Mr. Frank Grant, President
1807 Brenda Drive
Bellevue, NE 68005

Mr. Murray Tritsch
1607 Brenda Drive
Bellevue, NE 68005

Mr. John Young
1705 Brenda Drive
Bellevue, NE 68005

COMMITTEES

NOMINATING

Mr. Frank Grant - Chairman
291-3061

Mr. Lewis Miller
292-2255

AUDIT

Mr. Ashley Schuetz
292-3751

Mr. Al Byrd
291-5516

Ms. Janice Sands
291-6674

ARCHITECTURAL

Mr. Frank Grant
291-3061

Mr. Murray Tritsch
292-7503

Mr. John Young
291-3344

LOTS 1-8 CHARLES PLACE I
LOTS 9-14 - CHARLES PLACE II

92-08965

FILED SAINT JO. NE.

REGISTERED NUMBER

92-008965

92 MAY -8 AM 10:39

AMENDMENT #3 TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS-DATED 10/08/85

Case of Charles
REGISTER OF DEEDS

OF
CHARLES PLACE HOMEOWNERS ASSOCIATION

Article V - ARCHITECTURAL CONTROL

Amend to include: Approved special removable ramps for the handi-
capped may be erected by the individual homeowner. IN WITNESS
WHEREOF, We the undersigned being association members, have here
unto set our hands this 19th day of OCTOBER, 1987.

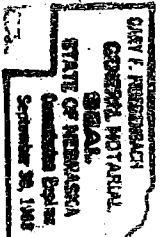
<u>Barney Thibault</u>	<u>Eric S. Blum</u>
<u>Ronald Green</u>	<u>Dennis Thelmer</u>
<u>Joe G. Spitting</u>	<u>Alan Charles</u>
<u>Spring M. W.</u>	<u>Charles J. [unclear]</u>
<u>Debra Spicer</u>	<u>Charles J. [unclear]</u>
<u>Frank C. [unclear]</u>	<u>Robert [unclear]</u>
<u>William [unclear]</u>	<u>John [unclear]</u>
<u>James [unclear]</u>	<u>John [unclear]</u>
<u>James H. [unclear]</u>	<u>John [unclear]</u>
<u>Bonnie T. Moore</u>	

Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>W</u>
Filmed	<u>P</u>
Checked	<u>W</u>
Fee \$	<u>17.50</u>

: SS,

County of Sarpy

The forgoing instrument was acknowledged before me this 19th
day of October, 1987 by the Association members.



Gary E. Reschbach
Notary Public

008965

59-611E

residential units. The assessments may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all sub-lots on the first day of the month following the issuance of the first certificate of occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each sub-lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified sub-lot has been paid. A properly executed certificate of the Association as to the status of assessments on a sub-lot is binding upon the Association as of the date of its issuance.

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 fourteen (14%) percent per annum or the maximum legal rate allowable in the State of Nebraska whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

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

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any first mortgage. Sale or transfer of any sub-lot shall not affect the assessment lien. However, the sale or transfer of any sub-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 sub-lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exterior Maintenance. In the event an Owner of any Sub-lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3's) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the sub-lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such sub-lot is subject.

Section 10. Painting/Snow Removal/Lawn Maintenance Section 9 placing the primary responsibility for exterior maintenance upon the Individual Owner, notwithstanding, in order to facilitate uniformity of exterior maintenance, the exterior painting of all units, lawn care and snow removal shall be the responsibility of the Association.

Section 11. Insurance. The Association shall provide insurance with respect to the improvements of each sub-lot in an amount equal to the full replacement value of said improvements or in an amount as may be required by any mortgageholder, whichever is higher, against loss by fire

59-611G

Lightning and other perils covered by standard extended coverage endorsement, and insurance against such other hazards and in amounts as are normally carried by owners of like units. The premium for such insurance shall be included in and paid from the homeowners annual assessment. Owner's personal property shall not be covered thereunder, it being the Owner's sole responsibility to provide such coverage. Liability insurance associated with the owned units shall be the responsibility of each individual Owner. All losses covered by said insurance shall be repaired and or replaced to the full extent permitted by the insurance proceeds. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE IV
PARTY WALLS

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

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

59-611H

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the 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. Notwithstanding the above, the blanket insurance policy shall be deemed to be the primary source of recovery in all such cases, and to the extent additional monies are required, the above rule shall apply.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes that party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Notwithstanding, the above, the blanket insurance policy will be deemed to be the primary recovery source and any amount required for said repairs which is not paid by said policy proceeds shall be borne by the owner whose negligent or willful act caused the wall to be exposed.

Section 5. Right to Contribution Runs With the 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 successor in title.

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

59-6115

- above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.
- (b) No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of six inches above ground level. All sub-lots shall be kept free of all types of trash and debris.
- (c) No trailer, basement, tent, shack, garage, barn or other building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.
- (d) No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence for permanent or temporary use except that this paragraph shall not be construed so as to prohibit new factory-built modular housing having a minimum of twelve-inch eaves, an exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation.
- (e) No cattle, horses, sheep or poultry, hogs or any other

additional arbitrator, and the decision shall be a majority of the arbitrators.

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 wherein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual sub-lot, subject to the following restrictions:

- (a) No noxious or offensive trade or activity shall be carried upon any sub-lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside

59-611K

- livestock shall be kept or maintained on any lot in Charles place. This paragraph shall not be construed, however, as a prohibition to the keeping of ordinary domestic pets.
- (f) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining sub-lots.
 - (g) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any sub-lots.
 - (h) As required by the City of Bellevue, concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed for the Association. Said sidewalk shall be constructed, completed and paid for by the then owner at the time of completion of the main residential structure and shall be located four (4) feet back of the curb line.
 - (i) As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.
 - (j) Said sub-lots shall be used only for residential purposes except such sub-lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses.
 - (k) No structure shall be erected, altered, placed or permitted

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to remain on any residential building plot other than dwellings not to exceed two and one-half (2 1/2) stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses. No external television or other antenna shall protrude above the highest point of the roof of the dwelling situated on the sub-lot on which such antenna is located.

(l) Each dwelling shall contain at least one attached, detached or basement single car garage and driveway constructed of concrete, brick or asphaltic material which is a minimum of ten (10) feet wide with sufficient area to provide off-street parking for a least two automobiles.

(m) Prefabricated structures and structures moved from other locations shall not be permitted except that new factory-built modular housing having a minimum of twelve-inch eaves, an exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation may be utilized provided that the plans and specifications thereof have been approved by the undersigned developer.

(n) No signs whatsoever, including but without limitation to commercial signs, political signs and similar signs visible from streets and neighboring property or roads shall be erected or maintained upon any sub-lot except: Such signs as shall be required by legal proceedings; residential identification signs of a combined total face area of three square feet (3) or less for each residence, during the time of construction of any

59-611 M

residence or other improvements, job identification signs having a maximum face area of nine square feet (9) per sign and of a type usually employed by contractors, subcontractors and tradesmen; and not more than one "For Sale" or "For Rent" sign having a maximum face area of nine square feet (9).

Section 2. Utility Meters. Each sub-lot shall have separate water, electrical, gas and/or other applicable utility meters for separate reading.

Section 3. Utility Service Lines. Each sub-lot shall be serviced by separate utility service lines.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by 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 a term of twenty (20) years from the date this Declaration is recorded, after which time they

59-611N

shall automatically extend 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 (90%) percent of the sub-lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the sub-lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3's) of each class.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8 day of October, 1985.

DECLARANT:
CHARLES PIACE PARTNERSHIP, a
Nebraska General Partnership
By Charles R. Clatterbuck
Charles R. Clatterbuck, General Partner
By Gale L. Larsen
Gale L. Larsen, General Partner

59-6119

ARTICLES OF INCORPORATION
OF
CHARLES PLACE HOMEOWNERS ASSOCIATION

In compliance with the requirements of the Nebraska Non-Profit Corporation Act, the undersigned, all of whom are residents of Douglas County, Nebraska and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is the Charles Place Homeowners Association, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1811 Hillcrest Drive, Bellevue, Nebraska.

ARTICLE III

Charles R. Clatterbuck, whose address is 1811 Hillcrest Drive, Bellevue, Nebraska, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property

59-6110

described as:

lots 1 - 8 inclusive, Charles Place, as surveyed, plotted and recorded in Sarpy County, Nebraska.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

59-211R

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Nebraska by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any sub-lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to

59-611S

include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any sub-lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each sub-lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1989.

There are 2 residential sub-lots on each lot.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The

59-2117

number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Charles R. Clatterbuck	1811 Hillcrest Drive, Bellevue, NE
Linda Clatterbuck	1811 Hillcrest Drive, Bellevue, NE
Gale L. Larsen	10956 Washington, Omaha, NE

At the first annual meeting the members shall elect one (1) Director for a term of one year, one (1) Director for a term of two years and one (1) Director for a term of three years; and at each annual meeting thereafter the members shall elect one Director for a term of three years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

59-6112

ARTICLE IX
DURATION

The corporation shall exist perpetually.

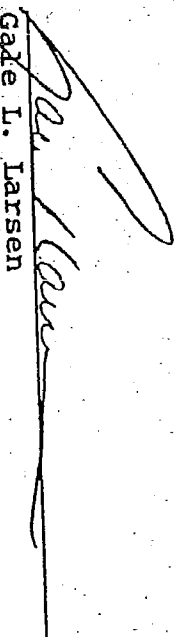
ARTICLE X
AMENDMENTS

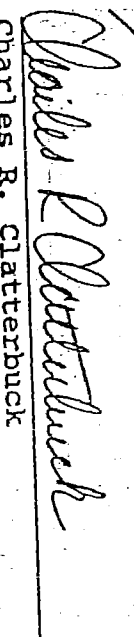
Amendment of these Articles shall require the assent of
seventy-five (75%) percent of the entire membership.

ARTICLE XI
FHA/VA

As long as there is a Class B membership, the following actions
will require the prior approval of the Federal Housing Administration or
the Veterans Administration: annexation of additional properties,
mergers and consolidations, mortgaging of Common Area, dedication of
Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation
under laws of the State of Nebraska, we, the undersigned, constituting
the incorporators of this Association, have executed these Articles of
Incorporation this 9 day of October, 1985.


Gale L. Larsen


Charles R. Clatterbuck

59-611V

BY-LAWS
OF THE

CHARLES PLACE HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is the Charles Place Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1811 Hillcrest Drive, Bellevue, Nebraska, but meetings of members and directors may be held at such places within the State of Nebraska, County of Sarpy, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

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

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "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. Sub-lot shall mean any part of a lot upon which a residential unit is constructed.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any

59-611W

lot/sub-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 5. "Declarant" shall mean and refer to the Charles place Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

Section 7. "Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of five o'clock, P.M. 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 of the Class A membership.

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 to each member entitled to vote thereat, addressed to the member's address 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 meetings 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

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automatically cease upon conveyance by the member of his/her lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the members shall elect one director 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/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her 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.

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ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or 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 person 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 annually without notice, at such place

and hour as may be fixed from time to time by resolution of the Board. 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.

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

POWERS 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 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 sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(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; and

(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 Class A 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;

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(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each sub-lot at least thirty (30) days in advance of each annual assessment period;

(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 person, 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) Cause all officers or employees having fiscal responsibilities to be bonded; as if my deem appropriate;

(f) Maintain insurance and outside maintenance in accordance with the Declaration.

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ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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.

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.

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

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and of the members; keep the corporate 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 shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer 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; 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.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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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 member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual 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 maximum legal rate allowable in the State of Nebraska or fourteen (14) percent per annum, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same to foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for any reason.

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ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Charles Place Homeowners Association.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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IN WITNESS WHEREOF, we, being all of the directors of the
Charles Place Homeowners Association, have hereunto set our hands
this 8 day of October, 1985.

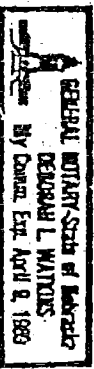
Charles R. Clatterbuck
Charles R. Clatterbuck

Linda Clatterbuck
Linda Clatterbuck

Chas L. Larson
Chas L. Larson

STATE OF NEBRASKA)
) S.S.
COUNTY OF Sarpy)

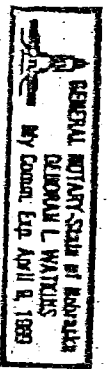
P The foregoing instrument was acknowledged before me this
 8 day of October, 1985 by Charles R. Clatterbuck.



Deborah L. Watkins
Notary Public

STATE OF NEBRASKA)
) S.S.
COUNTY OF Sarpy)

P The foregoing instrument was acknowledged before me this
 8 day of October, 1985 by Linda Clatterbuck.



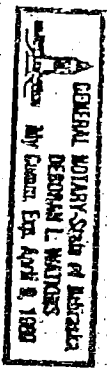
Deborah L. Watkins
Notary Public

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STATE OF NEBRASKA)
COUNTY OF Sarpy) ss.

ps The foregoing instrument was acknowledged before me this
day of October, 1985 by Gale L. Larsen.

Alfred A. Steinhilber
Notary Public



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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am duly elected and acting secretary of the Charles Place Homeowners Association, a Nebraska corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on 8 day of October, 1985.

Luinda Cottrell

Secretary