

Charks Place

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TA 36431 Lt 3B

TA 36925 Lt 2A

TA 42378 Lt 1A

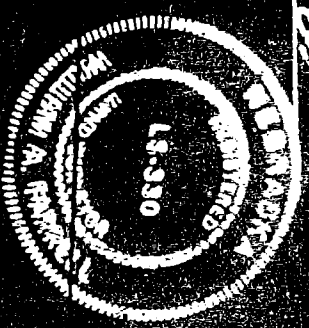
N-1003305 Lt 2B

SARPY

I, WILLIAM A. FANVELL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SHOWN AND STAKED 1/328 INCH STAKES AT CORNERS OF ALL LOTS, CURVES AND ANGLED POINTS IN CHARLES' PLAT, BEING A REPLAT OF ALL OF LOTS 138 THROUGH 144, INCLUSIVE, C/O 210'S MODIFICATION II, AS PLATTED AND RECORDED, SAMP COUNTY, MISSOURI, AND BEING THE INSTRUMENTAL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 138; THENCE S 60°44'00" E (ASSUMED BEARING) 197.08 FEET ALONG THE SOUTH LINE OF BEAVER DRIVE, THENCE CONTINUING ALONG SAID SOUTH LINE ON THE FOLLOWING TWO DESCRIBED CURVES: (1) A CURVE A CURVE TO THE LEFT HAVING A RADIUS OF 892.46 FEET AN ARC LENGTH OF 208.04 FEET, AND A LONG CURVE BEARING N 77°21'15" E FOR 207.43 FEET; (2) THENCE N 67°26'30" E 241.12 FEET TO AN ANGLE POINT; THENCE S 22°20'03" E 151.00 FEET TO THE SOUTHWEST CORNER OF LOT 144; THENCE S 47°26'30" W 475.31 FEET THENCE N 67°26'30" W 136.97 FEET TO THE SOUTHWEST CORNER OF LOT 138; THENCE THENCE N 08°28'30" W 136.97 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 2.40 ACRES, MORE OR LESS.

William A. Fanvell
WILLIAM A. FANVELL, S.S. 384

DATE 7-26-85



DEDICATION

KINDLY ALL MEN BY THESE PRESENTS THAT CHARCO, INC., CHARLES CLATTERBUCK, PRESIDENT BEING THE OWNER OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENRAGED WITHIN THIS PLAT, HAVE CAUSED SAID LOTS TO BE REPLATTED INTO LOTS, TO BE NUMBERED AS SHOWN, SAID ADDITION TO BE HEREAFTER KNOWN AS CHARLES' PLAT, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO ALSO GRANT A PENETIVE EASEMENT TO THE OWN PUBLIC POWER DISTRICT AND INSTRUMENTS, ALL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS TO ELECT, OPERATE, MAINTAIN, REPAIR AND RENEW, POLES, WINGS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND TRANSMISSION WIRE, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIVING OR, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES, AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS OR OBTAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 25th DAY OF July, 1985.

Charles Clatterbuck
CHARCO, INC., CHARLES CLATTERBUCK, PRESIDENT

92-09298

TO: SARPY COUNTY
AND
STATE OF NEBRASKA

(FOR FILING AMONG PUBLIC RECORDS)

THE UNDERSIGNED OFFICERS OF CHARLES PLACE HOMEOWNERS
ASSOCIATION CERTIFY THAT THE ATTACHED PHOTO COPIES
ARE TRUE AND CORRECT COPIES OF THE ORIGINAL OF THE
ORIGINAL RECORDS AND FILES OF THE ASSOCIATION.

ATTEST:

SIGNED:

M. E. Habel
PRESIDENT

Janice Moore
SECRETARY

CHARLES PLACE HOMEOWNERS ASSOCIATION IS A NON-PROFIT
CORPORATION AND THE SEAL IS ATTACHED

SEAL



FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-009298
92 MAY 13 AM 10:24
Christa A. Glavin
REGISTER OF DEEDS

Proof	<i>fw</i>
DE	
Verify	<i>W</i>
Filed	<i>P.</i>
Checked	
Fee \$	<i>56.00</i>

009298

C. That the resolutions paragraph above (in those parts noted as "A" and "B" herein) be made subject to and conditioned for validity and force upon approval by the appropriate majority of owners by "assent" executed in writing by the owner members of the association, and then as well also upon the approval and "assent" executed thereto in writing by the owner(s) of Lots 1A, 1B, 2A and 2B of Charles Place III of the following conditions, provisions, and terms (of annexation and for membership in the association) to-wit: "The owner(s) and each of lots 1A, 1B, 2A and 2B of Charles Place III, in consideration of favorable action by Charles Place Homeowners Association, i.e., the annexation to the association of the properties above noted, together with membership(s) in the association, all approved and granted by the association, hereby (each owner) undertake(s) and each agrees with the association and its separate members (their heirs, successors, and assigns) for himself/herself; his (her) heirs, assigns and all representatives in title and interest, as follows; (by all and each owner of premises in Charles Place III).

"1. To abide at all times in the terms, conditions and provisions of the "Declaration of Covenants", conditions and restrictions, the Articles of Incorporation of Charles Place Homeowners Association (including as duly amended from time to time), and also the by-laws of the association (including as duly amended from time to time), and also undertake to pay membership dues, charges, and assessments duly adopted from time to time by the association, all in due and timely manner."

"2. To pay and deposit upon agreement with the association the sum of \$325.00 (such amount shall be deemed the cost of purchase of a pro-rates interest in and to lawn maintenance and snow removal and equipment now used by the association, in particular, the pumps and control valves and distribution lines. (Any special pumps and equipment needed to the (each) owner shall be at the cost and charge to such owner(s) unless made part of the system of the association."

"3. To pay and deposit with the association the sum of \$60.00 (for each separate unit of residential property, i.e. Lots 1A, 1B, 2A and 2B Charles Place III). Such amount is and shall be deemed the (present) monthly membership maintenance charge, payable by each member of the association, and due as to each separate property unit as is owned by a member (on or before the due date fixed).

(As to Charles Place III:

Each such payment and deposit is payable and shall become due to the association upon the completion of construction of a dwelling unit, and each thereof, upon the lots in Charles Place III, and in particular upon the lot owned by the City of Bellevue and receipt by the owner of a Certificate of Occupancy for the occupancy of such noted particular premises and any of them.)

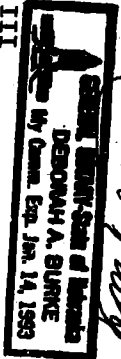
"4. To construct and maintain a fence along the rear of the premises of each of such properties. Such fence shall be same or similar and in conformity with the existing fence already present and existing adjoining with respect to other properties owned by members of the associations. (Such maintenance shall continue thereafter and except and unless further construction and maintenance is undertaken and effected by the association on its own and as a custom undertaking."

92-D9298B

- 5. To pay all legal fees, filing fees, charges and expenses, incurred by the association in favor of the City of Bellevue, the county of Sarpy, and State of Nebraska in respect to the annexation of such owners property; and including any and all miscellaneous charges and costs reasonable and necessary to the (such) annexation and membership in the association.
- 6. To pay any and all other expenses reasonable and incurred by mutual consent of the owners of Charles Place III and the representative officers of the association.

In witness whereof the undersigned (and each separately) have set their hands to this instrument this 17th day of May 1992.

Robert D. Pugh



Signed:

Owners of Charles Place III

Lot(s) 1A *Donna Walker*

Robert A. Condon

1B *Robert A. Condon*

Donna Walker

2A *Robert A. Condon*

Donna Walker

2B *Donna Walker*

92-092980

The foregoing agreement and undertaking by owners of Charles Place III is hereby approved and accepted this 12th day of May 1992.

Signed:

Attest:

Name:

Attest:

Charles Place Homeowners
Association

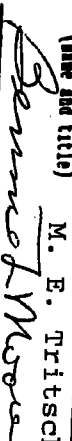
by:



(name and title)

M. E. Tritsch, President

by:



(name and title)

Bennie Moore, Secretary

**RESOLUTIONS BY CHARLES PLACE
HOMEOWNERS ASSOCIATION**

SCHEDULE "R1" Amendment # 4

92-09298D

Be it resolved by Charles Place Homeowners Association as follows:

A. That the Declarations of Covenants, conditions and restrictions be amended as follows:

1.) That Article VII thereof be amended by adding thereto a new and further section to read as follows, namely:
(add)

"Sec. 4a. The residential properties to which these declarations, conditions and restrictions apply include:

lots 1-8 inclusive of Charles Place (an addition to the City of Bellevue.);

lots 9-14 inclusive of Charles Place II; and

lots 1A, 1B, 2A, and 2B, inclusive of Charles Place III

SCHEDULE "R2" Amendment # 3

B. That the Articles of Incorporation be amended as follows:

1.) That Article IV be amended (in the first paragraph thereof) to add a description of property annexed, so that following the words "that certain tract of property described as" the description reads:

"Lots 1-8 inclusive, Charles as surveyed, platted and recorded in Sarpy County, Nebraska;

lots 9-14 inclusive, Charles Place II, and

lots 1A, 1B, 2A and 2B, Charles Place III."

(Note):

(The balance of the paragraph shall remain as originally written and exists at present).

92-09298E

CHARLES PLACE HOMEOWNERS ASSOCIATION
APPROVAL AND ASSENT TO RESOLUTIONS

To Charles Place Homeowners Association and whom it may concern:

We (each being a member in good standing of Charles Place Homeowners Association) hereby state and acknowledges follow:

1. That we have received and read the contents of the written excerpt of the Minutes of the Meeting of Charles Place Homeowners Association and the Resolutions proposed and to be passed and adopted by the association; all attached and incorporated by reference as a part hereof as exhibits "R1", "R2", and "R3".
2. That we accept, approve and assent to the same, and all thereof, and waive any and all objections to the same (in form or content)), and as well any defect of procedure and manner of passage and adoption; all to the benefit of the Homeowners Association, and for force and effect to all the same.

In witness whereof, we (each) have set our hands hereto the date noted.

DATE	LOT NUMBER	OWNER	CHARLES PLACE	WITNESS
5/8/92	1A	William J. Volz		Mr. E. Strubel
5/8/92	1B	John D. Dunlap		Mr. E. Strubel
5/8/92	2A	Frank K. Bryant		Connie K. Albrecht
5/8/92	2B	Elizabeth Bryant		Connie K. Albrecht
5/8/92	3A	Connie K. Albrecht		Frank K. Bryant
	3B			
5/14/92	4A	Lesley P. Schilling		Mr. E. Strubel
5/14/92	4B	Kenneth W. Schilling		Mr. E. Strubel

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APPROVAL AND ASSENT TO RESOLUTIONS CONTINUED PAGE 2

DATE	LOT NUMBER	OWNER	WITNESS
5-8-92	5A	Stinda Foster	W. E. Throck
5/10/92	5B	Bernice Freeman	W. E. Throck
5-8-92	6A	Charles Jorgensen	W. E. Throck
5-9-92	6B	Ronald Stevenson	W. E. Throck
5/10/92	7A	Samuel Moore	W. E. Throck
5/9/1992	7B	Andrew H. Kellum Shirley S. Kellum	W. E. Throck
5/9/1992	8A	Barbara Berber	W. E. Throck
5/10/1992	8B	Carlene Meyer	W. E. Throck
5-9-92	9A	Wynn S. Throck	W. E. Throck
5-9-92	9B	Barbara Smith Dorothy Clark	W. E. Throck
MAY 10, 1992	10A	Sharon G. Schroeder	David L. Schroeder
5-9-92	10B	Sharon G. Schroeder	David L. Schroeder

CHARLES PLACE II

Witnesses: David L. Schroeder, Sharon G. Schroeder

Witnesses: W. E. Throck, W. E. Throck

92-09298G

APPROVAL AND ASSENT TO RESOLUTIONS CONTINUED PAGE 3

DATE	LOT NUMBER	OWNER	WITNESS
5/9/92	11A	Gene H. Berg	Mr. E. Throck
5/9/92	11B	Pat Clark	Mr. E. Throck
5/10/92	12A	Lenard J. Lawrence	Mr. E. Throck
5/9/92	12B	Zehring	Mr. E. Throck
5/9/92	13A	Patricia L. Shupperting	Gene R. Stots
5/10/92	13B	Quintil L. Schmidt	Mr. E. Throck
5/10/92	14A	Wendy H. [unclear]	Mr. E. Throck
5/9/92	14B	Gene R. Stots	Mr. E. Throck
5/9/92		Paul C. [unclear]	Mr. E. Throck