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SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
NORTHWOODS ESTATES LOTS 1 THROUGH 20 INCLUSIVE
AND OUTLOTS A THROUGH K INCLUSIVE AS SURVEYED,
PLATTED AND RECORDED IN WASHINGTON COUNTY,
NEBRASKA

REGISTERED
RECORDS

COMM. 27 PM 9:11

FILED

COMES NOW Northwoods Estates, Inc., the Declarant under a Declaration of Covenants, Conditions, Restrictions, and Easements for Northwoods Estates Lots 1 through 20, which original Declaration was filed and recorded in Book 246 at Pages 238 through 258 in the Numerical Index at Washington County, Nebraska and amended on the 9th of February, 1996 by filing such Amendment at Book 249, Page 358 in the Numerical Index at Washington County, Nebraska and pursuant to ARTICLE XI, Section 2, of such Declaration hereby amends for a second time the Declaration as follows:

ORIGINAL ARTICLE II entitled PROPERTY SUBJECT TO DECLARATION is hereby amended to read as follows:

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Properties shall be held, transferred, sold, conveyed and occupied subject hereto. The Declarant or the Association shall have the right at any time subsequent to the filing of this Declaration, to add, annex and subject additional contiguous land in Washington County, Nebraska, to this Declaration by filing in the Office of the Register of Deeds of Washington County, a written instrument duly executed and acknowledged by the Declarant or the Association, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require written instruments signed by the Declarant or by a majority of the membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

FILED
RECORDED
INDEXED

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1317
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF March A.D. 1998
AT 8:51 O'CLOCK A. M. AND RECORDED IN BOOK
279 AT PAGE 686-690
COUNTY CLERK Charlatti L. Peterson
DEPUTY Karen Madson

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ORIGINAL ARTICLE III entitled PROPERTY RIGHTS IN THE COMMON PROPERTY, Sub-paragraph (b) shall be amended as follows:

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties, subject to any then existing ingress and egress requirements in connection therewith, to any public agency, non-profit corporation (to use for purposes similar to those for which the Association was formed), authority or utility 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 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 of said proposed dedication or transfer of the Common Properties. Declarant, or its assigns, shall have the right at any time to use so much of the Common Properties 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 Owners use and reasonable access to the Common Properties, nor with their right of ingress or egress to their homes.

ORIGINAL ARTICLE VI entitled COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 3 entitled Annual Assessments is hereby amended as follows:

Section 3. Annual Assessments. Beginning in the year 1998, the maximum annual assessment shall be Two Thousand Four Hundred Dollars (\$2,400.00) Dollars per developed Lot. For purposes of this Section, a developed Lot shall be a Lot upon which a living unit is in the process of being constructed or has been constructed. This assessment (\$2,400.00) shall be paid quarterly in 4 equal installments of \$600.00. Beginning in the year 1998 for undeveloped Lots, (except those owned by the Declarant) the maximum annual assessment shall be One Thousand Two Hundred Dollars

(\$1,200.00) per Lot, payable quarterly in 4 equal installments of Three Hundred Dollars (\$300.00). For purposes of this Section, an undeveloped Lot shall mean a Lot which does not have a living unit being constructed or constructed upon such Lot. The annual assessments are subject to adjustments as hereinafter set forth:

(a) Beginning in 1999 and every year thereafter, the annual assessment may be increased each year not more than ten percent above the assessment for the previous year without a vote of the membership.

(b) Beginning in 1999 and every year thereafter, the annual assessment may be increased above ten percent of the annual assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors must fix the annual assessment.

(d) No annual assessments shall be applicable or charged to any Lot owned by the Declarant until the year 1999.

ORIGINAL ARTICLE VI entitled COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 6 entitled Uniform Rate of Assessment is hereby amended as follows:

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a rate which recognizes the distinction of a developed Lot versus an undeveloped Lot and once distinguished uniform rates shall be applied to developed and undeveloped Lots and such assessment may be collected on a quarterly basis.

ORIGINAL ARTICLE VI entitled COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 7 entitled Date of Commencement of Annual Assessments: Due Dates is hereby amended as follows:

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1998. EXCEPT THAT SUCH ASSESSMENTS SHALL NOT BE APPLICABLE TO ANY LOT OWNED BY THE DECLARANT UNTIL JANUARY 1, 1999.

The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to pay the expenses of the Association in the coming calendar (fiscal) year and provide funds for reserves as herein set forth. The budget

shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be sent to each Owner on or before December 31, preceding the year for which the budget is made. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible. The foregoing requirement of preparation of a budget and the sending of same to Owner shall not apply to any budgeting for any period prior to January 1, 1999.

For the assessments effective for 1999, the Board of Directors shall fix the amount of annual assessments to be assessed against each Lot at least thirty (30) days prior to January 1, 1999 and every year thereafter, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

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 specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

There are no further Amendments as of this time.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed pursuant to ARTICLE XI, Section 2 this 16 day of March, 1998.

