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AMENDMENTS TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

The amendments set forth herein below made pursuant to Article IX., Section 6 of the original Declaration of Covenants, Conditions and Restrictions, as filed with the Register of Deeds, Douglas County, Nebraska at Book 542 Page 515 of the Miscellaneous records are hereby declared by the Declarant, Oakbrook, Inc.:

1. Article I, Section 5 is hereby deleted and the following is hereby adopted as Article I. Section 5:

"'Common Area' shall mean all real property owned by the Association, or upon which the Association possesses perpetual rights by way of easement, license or grant, for the common use and enjoyment of the members. The initial Common Area shall consist of the following property: Lots 13 and 14, Raven Oaks Replat No. 1, in Douglas County, Nebraska."

2. Article IV., Section 1, is hereby deleted and the following is hereby adopted as Article IV., Section 1:

"Covenant to pay assessments; nature of obligation.
The owner of each lot within the properties, whether owned under a Deed or under a Purchase Agreement therefor, hereby covenants, whether or not it shall be so expressed in said Deed or Purchase Agreement, is deemed to covenant and agrees to pay to the Association assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court costs, and reasonable attorney fees shall also be the personal obligation of the record owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successive owners unless expressly authorized by the Association and expressly assumed by said successive owners."

3. Article IV., Section 2, subparagraph A is hereby deleted and the following is hereby adopted as subparagraph A, Article IV., Section 2:

A. Basic Annual Assessment

- (1) Nature of Assessments; Miscellaneous Provisions. The Board of Directors shall annually impose a basic assessment against each of the Lots (excluding the Common Area) situated upon the Properties. This assessment, shall be made uniformly among the Lots, and shall commence as to each Lot on the first day of the first month following the initial conveyance to a Class A member of that lot. The first such assessment shall be adjusted on a pro rata basis according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of his assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall determine the amount of the initial basic annual assessment, which shall not exceed \$200.00. Thereafter, the Board shall annually redetermine the amount of said assessment, provided that the increase for any one year over the preceding year for that portion of the assessment attributable to expenses within the control of the association (to-wit, all expenses with the exception of taxes and insurance relating to the Common Area) shall not exceed ten percent (10%) unless assent thereto is given by 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. The foregoing limitations shall in no way limit the Board of Directors regarding its authority to increase the annual assessment to defray increases in the amount of taxes or insurance relating to the common area.
- (2) Purposes of Assessment. The funds acquired by the association from the basic annual assessment shall be devoted to maintenance and improvement of the Common Area; payment of taxes and insurance on the Common Area; employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors, such as lawn care for all lots and the Common Area; snow removal from driveways and sidewalks; and, such other expenses as may be incurred in the interest of the health, safety, welfare and social and recreational interests of the residents of Oakbrook, as determined by the Board of Directors to be consistent with the articles and by-laws of Oakbrook Home Association.

4. Article VI, Section 8 and 9 are hereby deleted and the following are hereby adopted as Sections 8 and 9, Article VI.:

Section 8. The grounds of each Lot and the dwelling located thereon shall be maintained in a neat and attractive manner. Garage doors shall be kept closed at all times except when vehicles are entering or exiting. Snow removal from driveways and sidewalks and care and maintenance of lawn areas within the individual lot boundaries shall be provided by the Association, provided however, that maintenance of plants, shrubs and similar vegetation placed thereon shall be the obligation of the individual Owner, who shall maintain the same in a neat and orderly condition. Upon the Owner's failure so to do, the Board of Directors of the Association, or its designated architectural control committee may, at its option, after giving the Owner fifteen (15) days written notice sent to his last known address, perform such maintenance functions when, and as often as, the same is necessary in its judgment.

Section 9. The cost of such maintenance referred to in Section 8 of this Article, except the cost of the snow removal and lawn care and maintenance such costs being included in the Basic Annual Assessment made pursuant to Article IV, Section 2, subparagraph A, shall be charged against the Lot upon which such maintenance is done and shall be added to and become part of the periodic assessment to which such Lot is subject under Article IV hereof.

5. Article VIII is hereby deleted and the following is hereby adopted as Article VIII:

ARTICLE VIII.

MAINTENANCE OF EXTERIOR OF STRUCTURES ON LOTS

The Association shall be responsible for and shall provide for maintenance and repair of all exterior surfaces of the buildings, party walls and fences located on the individual residential Lots included within the properties. The cost of such maintenance and repair shall be charged against each individual's Lot, based upon the benefits derived by each Lot as determined by the Board of Directors, and shall be added to and become part of the periodic assessment to which such Lot is subject under Article IV hereof. Such maintenance shall include, but not be limited to, painting, or staining of wood surfaces, tuckpointing of mortar, maintenance of exterior doors (excluding garage doors), and repair and replacement of gutters, downspouts, shingles, siding panels and bricks. Exterior glass shall be replaced or repaired, when necessary provided that the cost of replacement or exterior glass shall be the responsibility of the individual owner and shall be added to his annual assessment and become due and payable as dictated by the Board of Directors. Maintenance required because of damage caused other than by ordinary wear and tear shall be the responsibility of the individual owner and shall likewise be added to his annual assessment and become due and payable as dictated by the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being the Declarant, Oakbrook, Inc., has hereunto set its hand and seal this 11th day of October, 1975.

OAKBROOK, INC. Declarant

BY Patrick W. Wineshaen PRESIDENT

Edson E. Jensen
SECRETARY

SUBSCRIBED and sworn to before me this 11^m day of

OCTOBER, 1975.



MARK T. STARR
GENERAL NOTARY - State of Nebraska
My Commission Expires
March 29, 1977

Mark T. Starr
NOTARY PUBLIC

My Commission Expires: MARCH 29, 1977

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 556 of Much
Page 477

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C. Harold Ostler
Register of Deeds

BY _____ Deputy

MAIL *Starr's*
8420 West Dodge Rd

G.P.M.P.C. 1260

Acquired *83-764* Fee *1260*

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