

AMENDMENTS TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

The amendments set forth hereinbelow 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. The third paragraph of the introductory clauses of the original Declaration is hereby deleted and the following is hereby substituted:

"WHEREAS, Declarant desires to create thereon, a suburban residential development, including townhouses, duplexes and single family houses, with recreational facilities, open spaces and other common facilities for the social and recreational benefit of the residents of said development:"

2. 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, Douglas County, Nebraska;

and

Lot 9, Raven Oaks Replat No. 2,
Douglas County, Nebraska."

3. Article I., Section 6 is hereby deleted and the following is hereby adopted as Article I., Section 6:

"Lot' shall mean and refer to any residential plot of land on which a townhouse, duplex or single family dwelling is located or to be located."

4. Article II., Section 1(f) shall be amended to read as follows:

"The right of the Declarant to relocate and modify the size of the residential lots surrounded by the common area prior to construction on each said lot of a cluster townhouse dwelling unit, duplex, or single family dwelling unit, provided, that in no event shall the total area of the common area be reduced in excess of 20% as a result thereof."

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

"All lots covered by this Declaration, with the exception of the common area, shall be known and described as residential lots, and shall be used only as residential lots for single family cluster townhouses, duplexes or single family houses, of conventional construction methods and materials."

6. There shall be added as Section 10, of Article VI. the following:

"All single family residences, shall have a minimum interior square footage, excluding garages, of 1,500 square feet on each floor. Provided, however, a split-level design shall be considered as one floor. Provided, further, that the Architectural Control Committee or the Board of Directors of the Association, may waive said requirement."

7. There shall be added as Article X. the following:

"'Transfer Restriction'. No lot owner may sell or lease his unit or any interest therein without the prior written approval of the Board of Directors of the Association. This provision shall not affect the transfer by death, but any person inheriting such unit, shall be subject to these restrictions against any subsequent transfer. Any unit owner intending to make a sale or lease of his unit, shall give the Association written notice thereof together with the name and a current address and credit report of the purchaser or lessee, and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease."

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Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall by written notice to the unit owner, either approve such purchase or lease, or elect to either purchase the property for said price and terms or lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Board of Directors of the Association elects to purchase or lease, the closing shall be within thirty (30) days of said election. Failure of the Association to act within the first thirty (30) day period, shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfer shall not apply to acquisition of ownership through foreclosure of a mortgage upon a unit."

IN WITNESS WHEREOF, the undersigned, being the Declarant, Oakbrook, Inc., has hereunto set its hand and seal this 11th day of May, 1977.

OAKBROOK, INC., Declarant

BY Ralph Meinershagen
RALPH MEINERSHAGEN, President

ATTEST:

Eldon Severin
ELDON SEVERIN, Secretary

SUBSCRIBED and sworn to before me this 11 day of May, 1977.

Lauren M. Whitehead
NOTARY PUBLIC

GENERAL NOTARY - STATE OF ILLINOIS
LAUREN M. WHITEHEAD
My Comm. Exp. Aug. 1, 1978

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