

Spyglass Hill Home
PO Box 36
Boys Town, Ne 68010



1160 433 MISC



11848 95 433-467

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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THIRD AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the undersigned who constitute owners (and spouses where applicable) of more than sixty six (66%) percent of the Lots comprising the Property described below, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of more than sixty-six (66%) percent of the property, described as follows:

59-36777
59-36775
Lots 1 and 2 of Spyglass Hill Replat II; and Lots 1 through 18, Lots 20 through 41, and Outlots 1 through 3, inclusive of Spyglass Hill Replat # ~~1~~ ^R being a replatting of Spyglass Hill (Lots 1 through 34, inclusive), a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska (herein collectively referred to as the "Property").

WHEREAS, the Declarants desire to amend a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as set forth below,

NOW, THEREFORE, Declarants hereby amend a certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Spyglass Hill Replat, an addition to the City of Omaha, Douglas County, Nebraska, recorded on the 26th day of January, 1990, in Book 911, Page 450 through Page 461, inclusive, in the Register of Deed's Office of Douglas County, Nebraska, by substituting this THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in cancellation of the above-referred to SECOND AMENDMENT recorded in Book 911, Pages 450 through 461, and further hereby declare that all property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described Property and be binding on all parties having any right, title, or interest in the above-described Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS


A. "SHPOA" shall mean and refer to the Spyglass Hill Property Owners Association, Inc., a Nebraska corporation.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot as defined herein which is a part of

the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the SHPOA.

D. "Common Area" shall mean Outlot 3 to be owned by SHPOA for the common use and enjoyment of the Owners. Said Common Area owned by SHPOA shall be used as follows:

Outlot 3 above referred to shall be maintained as a roadway and utility way to provide perpetual, nonexclusive means of vehicular and pedestrian access to Lots 1 and 2 of Spyglass Hill Replat II, Lots 1 through 18, Lots 20 through 41, and Outlots 1 and 2 in said replatted subdivision and also to provide space for installation of water, gas, sewer mains, storm sewers, telephone and other electric services to said Lots 1 and 2 of Spyglass Hill Replat II, Lots 1 through 18, Lots 20 through 41, and Outlots 1 and 2 of Spyglass Hill Replat II. 

E. "Lot" shall mean and refer to any plot of land shown in the Spyglass Hill Replat of the Property with the exception of Outlots 1, 2 and 3, and upon which a dwelling unit or units has been built, or can be built. If a lot or Outlots 1 or 2 from the Spyglass Hill Replat is subdivided or split into additional Lots or part of Lots capable of containing a dwelling unit or units, each of said Lots created thereby shall be considered separate Lots for purposes of this Third Amendment to Declaration.

F. "Declarants" shall mean the undersigned Owners of certain parcels of the Property referred to above, and their successors and assigns.

G. "Developer" shall mean JCM Investments, Inc., a Nebraska corporation, or its successors or assigns.

H. "Architectural Control Committee" shall mean the committee appointed by the Developer, its successors or assigns, until Developer sells all remaining lots owned by the Developer. One committee member shall be a home owner appointed by "SHPOA". Upon the Developer conveying its ownership in all remaining Lots owned by the Developer, then the Developer's rights and authority hereunder with respect to Architectural Control as set forth in Article II hereof shall immediately pass to "SHPOA", however, the Developer shall retain only one seat on the Architectural Control Committee until Developer disposes of its remaining outlots.

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Developer, wall,

pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Developer through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Developer, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. The persons submitting such documents shall have the obligation to obtain a receipt from the Architectural Control Committee setting forth the date of the receipt of such documents by the Architectural Control Committee (the "Receipt"). All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, and surface drainage.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after the date set forth in the Receipt, by personal delivery of the approval or disapproval letter with a receipt from the person submitting the documents or, by United States registered or certified mail to the last known address of the

applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans. The date the approval or disapproval letter is deposited in the United States mail shall be the date of the approval or disapproval.

E. No trees shall be removed from any Lot unless and until a plan for the removal thereof has been submitted to and approved by the Architectural Control Committee.

ARTICLE III
RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lot shall be used only for single family or duplex residential dwelling purposes as permitted by the applicable zoning requirements, and no Lot shall contain more than one (1) structure.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the One (1) structure (single family or duplex) referred to above, and said structure shall conform to the following minimum requirements:

1. One-story structure with attached garage	1,200 sq. ft.	On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor)
2. One-story structure with basement garage	1,300 sq. ft.	On the main floor
3. One and one-half story structure	1,500 sq. ft.	Total area above the basement level; minimum 900 sq. ft. on the main floor.
4. Two-story structure	1,800 sq. ft.	Total area above the basement level; minimum 900 sq. ft. on the main floor.
5. Split entry (bi-level) structure	1,300 sq. ft.	On the main floor.
6. Multi-level (split level) structure	1,700 sq. ft.	Total area above grade
7. Duplex	1,000 sq. ft.	Finished space total area above grade per side.*

*Except for Lots 14 & 15. These Lots will require a minimum of 800 sq. ft. finished area above grade per side.

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet.

D. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

E. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

F. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone, even if a portion of those exposed foundations may be perpendicular to the affronting street.

G. No primary flat or mansard roof shall be permitted on any dwelling.

H. The original developer has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

I. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

J. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Detached accessory buildings are not permitted.

K. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, must be in operating condition.

L. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

M. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

N. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings.

O. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

P. Vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and

rock gardens must be approved by the Architectural Control Committee.

Q. No residential dwelling shall be occupied by any person as a dwelling until the certificate of occupancy has been obtained.

R. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" or "For Rent" signs, not exceeding six (6) square feet in size, shall be permitted.

S. All driveways will be constructed to meet the latest versions of the City of Omaha Standard Specifications for Street and Sewer Construction, City of Omaha Standard Plates for Street and Sewer Construction, and the Guidelines and Regulations for Driveway Approach.

T. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

U. The front, side and rear yards of all Lots shall be sodded, landscaped, and maintained. All yards shall be sodded within one (1) year from the date the foundation for the residence on the Lot was completed.

V. No lot improvements may encroach on any other Lot, common area, or Outlot.

ARTICLE IV EASEMENTS AND LICENSES

A. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

B. All utility connections or crossing within the street right of ways will be done according to the latest versions of the City of Omaha Standard Specifications for Street and Sewer Construction and City of Omaha Standard Plates for Street and Sewer Construction. Excavations being backfilled shall meet 95% standard density and tested every one foot of depth. Final reports showing passing tests shall be submitted to the Board of Directors for their records.

ARTICLE V GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions

of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-six (66%) percent of the Lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

D. This document may be signed in counterpart signatures. When the signature pages with signatures and the acknowledgment pages with signatures are attached to a single document, said single document shall be as legally effective as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this FIRST(1) of NOVEMBER, 1995.

DECLARANT:

Lot #1: Michael C. Wong

Anna Wong

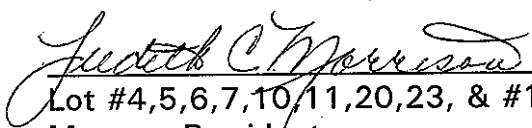
Lot #2: Ronald E. Watson

Michele D. Wyzenski

Lot #3: Robert Boumstein


Meryl Boumstein

JCM INVESTMENTS, INC.

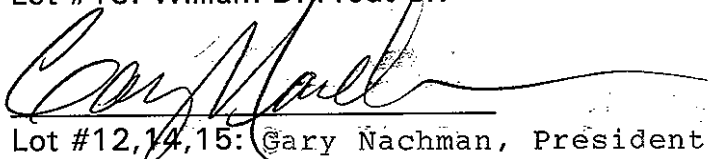

Lot #4,5,6,7,10,11,20,23, & #1-Replat II: Judith C. Morrison, f/k/a Judith C. Morgan, President

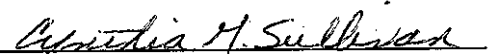
GN and Sons, Inc.


Lot #21,22,41: Gary Nachman, President

Lot #8,9: Christine Nish

Lot #13: William D. Prout Sr.


Lot #12,14,15: Gary Nachman, President - GN and Sons, Inc.


Lot # 16,17,18: Cynthia M. Sullivan

Edwin G. Hoth

Lot #24: Edwin G. Hoth

Wilma M. Hoth

Wilma M. Hoth

Judith A. Kaplan

Lot #25: Judith A. Kaplan

Marjorie M. Einerson

Lot #26: Marjorie M. Einerson

Lot #27: Dennis W. Lamb

Gregory R. Miller

Lot #28: Gregory R. Miller

Maureen Miller

Maureen Miller

John W. Haller

Lot #29: John W. Haller

Rosaline L. Haller

Rosaline L. Haller

Robert E. Haller

Lot #30: Robert E. Haller

John W. Haller

John W. Haller

Carol Lubischer

Lot #31: Carol Lubischer

Cynthia A. Miller

Lot #32: Cynthia A. Miller

Michael Sadofsky

Lot #33: Michael Sadofsky

Marina D. Sadofsky

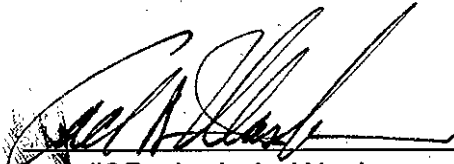
Marina D. Sadofsky

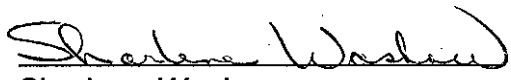
Kolin Sperl

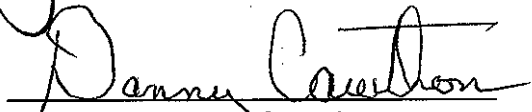
Lot #34: Kolin Sperl

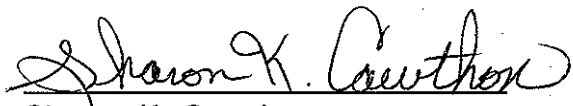
Michele Sperl

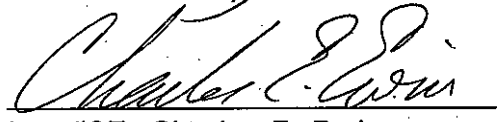
Michele Sperl

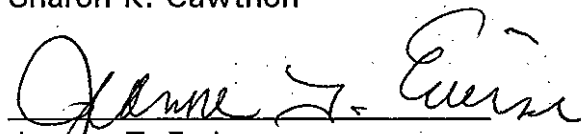

Lot #35: Jack A. Waskow


Sharlene Waskow

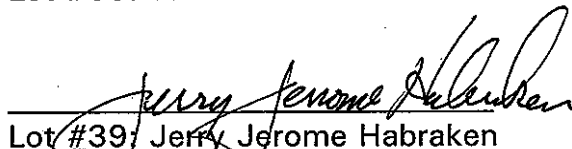

Lot #36: Danny Cawthon



Sharon K. Cawthon

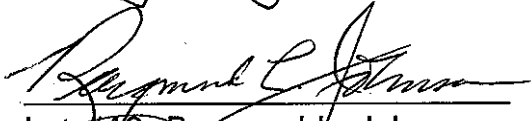

Lot #37: Charles E. Ewin

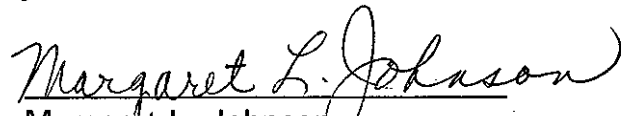

Jeanne T. Ewin

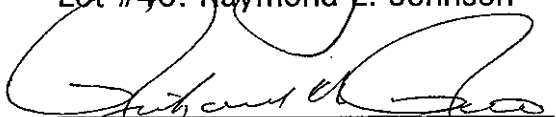
Lot #38: Winifred Adams


Lot #39: Jerry Jerome Habraken


Judith Ann Habraken


Lot #40: Raymond L. Johnson


Margaret L. Johnson


Lot #2 - Replat II: Richard Rice

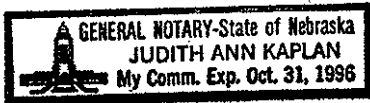
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this _____ day of September, 1995 by Winifred Adams, who acknowledged the same to be her voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 29 day of September, 1995 by Jerry Jerome Habraken, who acknowledged the same to be his voluntary act and deed.

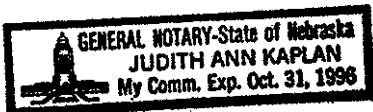


Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

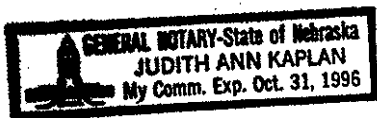
The foregoing was executed before me this 29 day of September, 1995 by Judith Ann Habraken, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

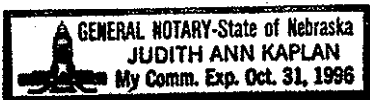
The foregoing was executed before me this 27 day of September, 1995 by Raymond L. Johnson, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

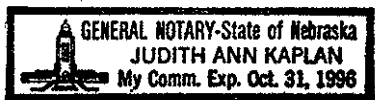
The foregoing was executed before me this 27 day of September, 1995 by Margaret L. Johnson, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 29 day of September, 1995 by Cynthia A. Miller, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

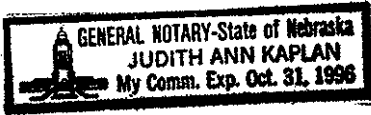
The foregoing was executed before me this 27 day of September, 1995 by Richard Rice, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

The foregoing was executed before me this 9 day of ~~September~~ ^{October}, 1995 by Gary M. Nachman, the President of GN and Sons, Inc., a Nebraska corporation, who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.



Judith Ann Kaplan
Notary Public

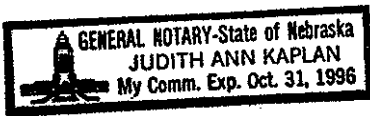
STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

The foregoing was executed before me this _____ day of September, 1995 by Robert Boumstein, who acknowledged the same to be his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

The foregoing was executed before me this 27 day of September, 1995 by Meryl Boumstein, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
) SS.
COUNTY OF DOUGLAS)

The foregoing was executed before me this _____ day of September, 1995 by Christine Nish, who acknowledged the same to be her voluntary act and deed.

Notary Public

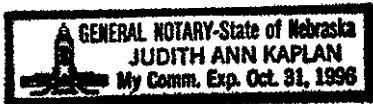
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this _____ day of September, 1995 by William D. Prout Sr., who acknowledged the same to be his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

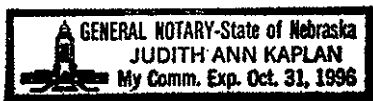
The foregoing was executed before me this 27 day of September, 1995 by Cynthia M. Sullivan, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

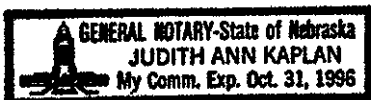
The foregoing was executed before me this 30 day of September, 1995 by Edwin C. Hoth, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

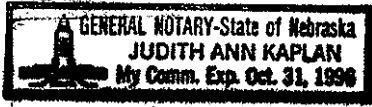
The foregoing was executed before me this 30 day of September, 1995 by Wilma M. Hoth, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

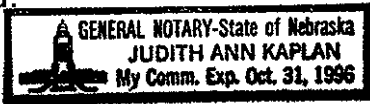
The foregoing was executed before me this 27 day of September, 1995 by Maureen Miller, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

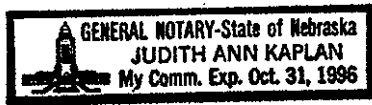
The foregoing was executed before me this 29 day of September, 1995 by John W. Haller, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
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COUNTY OF DOUGLAS) SS.

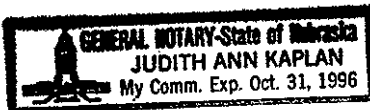
The foregoing was executed before me this 27 day of September, 1995 by Robert E. Haller, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
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COUNTY OF DOUGLAS) SS.

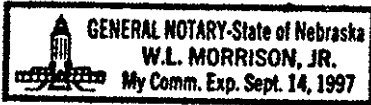
The foregoing was executed before me this 29 day of September, 1995 by Rosaline L. Haller, who acknowledged the same to be her voluntary act and deed.

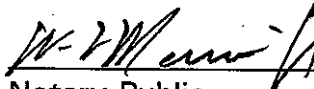


Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 27th day of September, 1995 by Judith A. Kaplan, who acknowledged the same to be her voluntary act and deed.

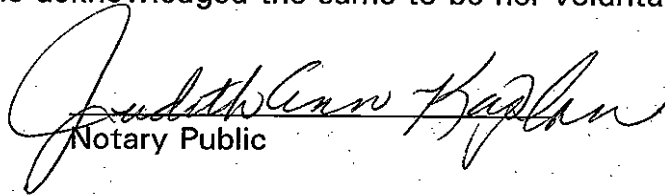



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 30 day of September, 1995 by Marjorie M. Einerson, who acknowledged the same to be her voluntary act and deed.




Notary Public

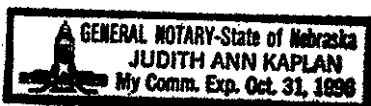
STATE OF NEBRASKA)
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COUNTY OF DOUGLAS) SS.

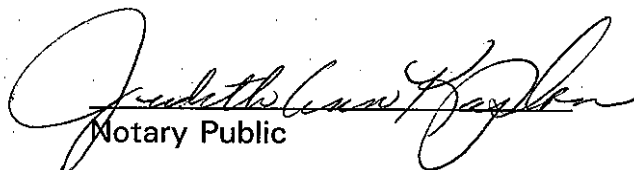
The foregoing was executed before me this _____ day of September, 1995 by Dennis W. Lamb, who acknowledged the same to be his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
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COUNTY OF DOUGLAS) SS.

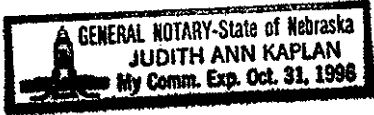
The foregoing was executed before me this 27 day of September, 1995 by Gregory R. Miller, who acknowledged the same to be his voluntary act and deed.




Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

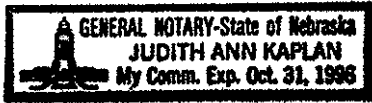
The foregoing was executed before me this 27 day of September, 1995 by Judith C. Morrison, the President of JCM Investments, Inc., a Nebraska corporation, who acknowledged the same to be her voluntary act and deed and the voluntary act and deed of said corporation.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

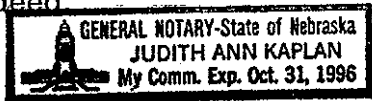
The foregoing was executed before me this 29 day of September, 1995 by Carol Lubischer, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

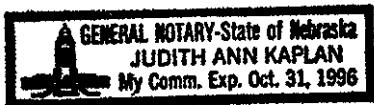
The foregoing was executed before me this 27 day of September, 1995 by Michael Sadofsky, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing was executed before me this 27 day of September, 1995 by Marina D. Sadofsky, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 26 day of September, 1995 by Danny Cawthon, who acknowledged the same to be his voluntary act and deed.

Danny Cawthon

Dennis R. Miller

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.



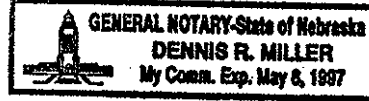
The foregoing was executed before me this 26 day of September, 1995 by Sharon K. Cawthon, who acknowledged the same to be her voluntary act and deed.

Sharon K. Cawthon

Dennis R. Miller

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.



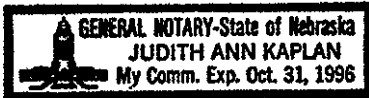
The foregoing was executed before me this 27 day of September, 1995 by Charles E. Ewin, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

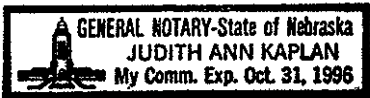
The foregoing was executed before me this 27 day of September, 1995 by Jeanne T. Ewin, who acknowledged the same to be her voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

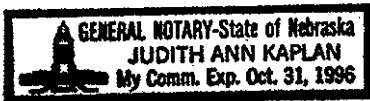
The foregoing was executed before me this 27 day of September, 1995 by Kolin Sperle, who acknowledged the same to be his voluntary act and deed.



Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 27 day of September, 1995 by Michele Sperle, who acknowledged the same to be her voluntary act and deed.



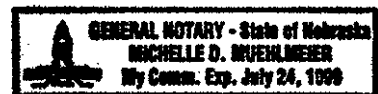
Judith Ann Kaplan
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing was executed before me this 26th day of September, 1995 by Jack A. Waskow, who acknowledged the same to be his voluntary act and deed.

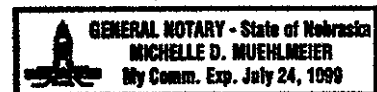
Michelle Muehlmeier
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.



The foregoing was executed before me this 26th day of September, 1995 by Sharlene Waskow, who acknowledged the same to be her voluntary act and deed.

Michelle Muehlmeier
Notary Public



**AMENDED AND RESTATED
BYLAWS OF
SPYGLASS HILL PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

BYLAWS

Section 1. Description.

By the adoption of these Amended and Restated Bylaws of Spyglass Hill Property Owners Association, Inc., a Nebraska corporation ("the Bylaws"), these Bylaws as stated herein become the Bylaws of Spyglass Hill Property Owners Association, Inc., a Nebraska corporation, ("the Association") any prior Bylaws are hereby cancelled and terminated in their entirety effective as of the date hereof.

Section 2. Purpose.

The corporation has been organized to maintain, operate and improve certain real property in Spyglass Hill Replat, an addition to the City of Omaha, as surveyed, platted and recorded ("Spyglass Hill").

Section 3. Membership.

Membership in the Association is automatically granted and restricted to record owners of Lot(s) in Spyglass Hill, as the term Lot is defined in the Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book _____, Page _____, Register of Deeds, Douglas County, Nebraska (Covenants). Provided, however, when a record owner is selling a Lot to a buyer on a land contract, the contract buyer shall be the Member of the Association. Each Lot shall be entitled to one vote. When more than one Member owns an interest in any Lot, the vote for said Lot shall be exercised as the Members owning said Lot shall determine among themselves, but in no event shall more than one vote be cast with respect to each Lot. Further, where there exist two (2) or more persons owning one Lot, and if such persons do not agree as to which person is to represent the Lot as the member to cast the vote, then the first vote cast shall be counted as the vote for such Lot, and if it cannot be determined who cast the first vote, then the vote from such Lot shall be recorded as an abstention.

Section 4. Property Submitted.

The property covered by these Bylaws shall be all of the Lots and Outlots in Spyglass Hill. *59-36777*
Lots 1 and 2 of Spyglass Hill Replat II; and Lots 1 through 18, Lots 20 through 41, and Outlots 1 through 3, inclusive of Spyglass Hill Replat #1, being a replatting of Spyglass Hill (Lots 1 through 31, inclusive), a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska (herein collectively referred to as the "Property"). *59-36775*

ARTICLE II. MEMBERS

Section 1. Annual Members' Meetings.

The annual meeting of the Members shall be held during the month of November each year on a date selected by the Board of Directors.

Section 2. Special Meeting of the Members.

A special meeting of the Association Members may be called by the President or Vice President and must be called upon receipt of a written request from a majority of Members. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except as stated in the notice, shall be transacted at the special meeting. A special meeting must be held within 30 days of the written request referred to above.

Section 3. Place of Meetings.

Meetings of the Association Members shall be held at such place as shall be convenient to the Members as shall be determined by the Board of Directors.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Association to Members not less than ten (10) nor more than sixty (60) days in advance of the meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, at their address or at such other address as such Member shall have designated by notice in writing to the Secretary. The mailing of the notice of the meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Quorum.

A quorum for Association Members' meetings shall consist of the presence, in person or by proxy, of qualified voting members representing twenty (20%) per cent of the Lots, unless otherwise provided in these Bylaws or the Covenants. For the purposes of establishing a quorum, where a lot is owned by more than one person, such Lot owners shall appoint the person to represent them as the member for such Lot.

Section 6. Voting.

Each Member, or some person designated by such Member to act as proxy on his, her or their behalf and who need not be a Member, shall be entitled to cast the

vote for such Member at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary prior to the vote, by the Member so designating. A fiduciary shall be the voting Member with respect to any Lot owned in a fiduciary capacity. Each Lot shall have one vote. A lot owner must be current with his regular and special assessments to be a qualified voting member.

Section 7. Majority Vote.

The vote of a majority of Lots represented by Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where in these Bylaws or the Covenants, a higher percentage vote is required.

Section 8. Procedure.

The President shall preside over Members' meetings and the Secretary shall keep the minute book wherein the resolutions shall be recorded. Copy of the minutes of the meeting will be available upon request by any member.

Section 9. Adjournment.

If any meeting of the Members cannot be held because a quorum has not attended, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a later time.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Qualifications.

The affairs of this Association shall be managed by a Board of three Directors, who must be members of the Association. The number of directors may be increased by any amendment of the Bylaws of the Association.

Section 2. Powers and Duties.

The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association, and may do all acts and things except as by law or by these Bylaws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Prepare an annual budget pursuant to Article V. Section 3. hereof.

(b) Operation, care, upkeep and maintenance of such Common Properties or other Common Properties, as defined in the Covenants. A spending cap of \$500.00 over any budgeted item, except for snow and ice control, will require the vote of the members. Any non-budgeted expense in excess of \$500.00 will require the vote of the members. Unused budgeted monies can not be transferred to other budgeted items (projects).

(c) Determination of the common expenses required for the affairs of the Association, including, the operation and maintenance of the Association.

(d) Collection of assessments of all types, as later outlined herein.

(e) Employment and dismissal of the personal necessary for the maintenance and operation of the various properties as outlined herein.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Making of repairs, additions and improvements to or alterations of the properties as outlined herein.

Section 3. Election and Term.

At each annual meeting the Members, with one vote per Lot, shall elect one-third (1/3) of the entire Board for a term of three years.

Section 4. Removal of Directors.

At any regular or special meeting of Association Members, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Members and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the Association Members shall be given an opportunity to be heard at the meeting. Notwithstanding the foregoing, in the event a Director shall fail to attend two or more meetings of the Board of Directors in any one year period of time, then the remaining directors shall have the right in their sole and absolute discretion to remove such Director and replace such Director with another person.

Section 5 Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Association Members, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of

Directors held for that purpose promptly after the occurrence of any such vacancy, if the vacating director has less than one year remaining in term. If the vacating director has more than one year remaining in term, the vacancy will be filled by a majority vote of the association members at a special meeting. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacating member and until a successor shall be elected in accordance with these Bylaws.

Section 6. Annual Board Meeting.

The annual meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the Association Members, at such time and place as shall be fixed by the Association Members at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereof.

Section 7. Regular Meeting.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors but at least two (2) such meetings shall be held during each calendar year, in addition to the annual meeting. Notice of regular meetings of the Board of Directors shall be given to each member of the Board, by mail, at least three (3) business days prior to the day named for such meeting.

Section 8. Special Board Meetings.

Special meetings of the Board of Directors may be called by the President upon five (5) business days' notice to each member of the Board, given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least two (2) members of the Board of Directors unless there are less than three (3) members, in which event, upon the written request of the one (1) or two (2) remaining members.

Section 9. Waiver of Notice.

Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice to him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum.

At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Fidelity Bonds.

The Board of Directors shall obtain adequate fidelity bonds for all officers. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation.

No members of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Liability.

The members of the Board of Directors shall not be liable to the owners for any mistake of judgement, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Director arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board shall be limited to such director's liability as a Lot owner and shall not include any additional liability arising from their actions as a director.

ARTICLE IV. OFFICERS.

Section 1. Designation.

The officers of the Association shall consist of a President, Vice President, and Treasurer, all of whom shall be elected by the qualified voting members. The President, Vice President and Treasurer shall be selected from the Board of Directors. With the exception of the President, one person may hold more than one office. The Secretary, appointed by the board may be anyone who is a Member of the Association.

Section 2. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the laws of Nebraska, including but not limited to, the power to appoint committees from among the Members from time to time as he may at his discretion decide in appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4. Secretary.

The Secretary shall take the minutes of all meetings of the Association Members and of the Board of Directors and shall keep same at the principal office of the Association unless otherwise instructed by the Board of Directors; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of the secretary of a corporation organized under the laws of the State of Nebraska.

Section 5. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the depository of all monies and other valuable effects in the name of the Board of Directors or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Nebraska.

Section 6. Compensation.

No officer shall receive any compensation from the Association for acting as such.

Section 7. Agreements, Contracts, Etc..

All agreements, checks, contracts and other instruments shall be signed by the President or any two officers of the Association.

ARTICLE V. ASSESSMENTS.

Section 1. Creation of Lien and Personal Obligation of Assessments.

Each Member agrees to pay to the Association: (a) annual assessments or charges (b) weed mowing and/or Lot clearing assessments, and (c) special assessments for capital improvements, all such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or Lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each such assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such a person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

Section 2. Purpose of Assessments.

The assessments by the Association shall be used exclusively for the following purposes: (a) to maintain, repair, and operate the Common Area as defined in the Covenants, including but not limited to, the improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the association in the Covenants; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Area as defined in the Covenants, including personal property used in connection therewith; and (d) to pay the costs and expenses of enforcing the provisions of the Covenants, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs.

Section 3. Regular Assessment.

Before each fiscal year, the Board of Directors of the Association shall propose an itemized detailed annual budget for the then anticipated expenses and costs for that year, and shall submit said budget to the Members for approval or amendment and approved at a duly called Association meeting. When a budget has been adopted

by the Members, the Board of Directors shall levy and collect annual assessments from each Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a new or existing capital improvement, structure, facility, or fixture on the Common Area, including but not limited to, personal property related thereto. Provided, however, any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Annual Assessments: Due Date.

The annual assessments provided for herein shall commence.

a. When Assessment Start. Beginning January 1, 1994 all Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Members. The Board of Directors shall fix the amount of the annual assessment to be assessed against each Lot at least twenty (20) days prior to the due date of the assessment, including the due dates and amounts thereof. The failure of the Board to so notify each Member in advance shall not, however, relieve any Member 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 Members pay the annual assessment in one payment 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.

c. Certificate Furnished Re: Payment of 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.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No member may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties, or other Common Properties, or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages or Deeds of Trust.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or the exercise of power of sale under a deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but the person who owned the Lot at the time when the lien attached remains personally liable for payment of the amount of the lien.

ARTICLE VI. AMENDMENT

Section 1. Amendment of Bylaws.

These Bylaws can only be amended by a vote of qualifying voting members representing sixty-six percent (66%) or more of all Lots voting in favor of the amendment at a special or annual meeting (including proxies).

ARTICLE VII. RECORDS.

Section 1. Records and Audit.

The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of Members, and financial records and books of account of the Corporation, including a chronological listing of receipts and expenditures, as well as a separate account for each Lot which, among other things, shall contain the amount of each assessment against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid.

Section 2. Examination of Books.

Each Member and each mortgagee of a Lot shall be permitted to examine the books of account of the Association at reasonable times, by appointment, but not more often than once every month.

ARTICLE VIII. MISCELLANEOUS.

Section 1. Notices.

Any notice required to be sent to any Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing; provided, that it shall be the sole responsibility of each contract buyer and mortgagee to notify the Association, in writing of its interest in a Lot prior to the responsibility arising in the Association to notify said contract buyer or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 2. Nonwaiver.

No restrictions, conditions, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

These Amended and Restated Bylaws are hereby adopted as of First (1) day of November, 1995.

DECLARANT:

Lot #1: Michael C. Wong

Anna Wong

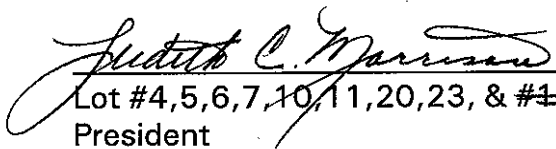
Lot #2: Ronald E. Watson

Michele D. Wyzenski

Lot #3: Robert Boumstein


Meryl Boumstein

JCM INVESTMENTS, INC.

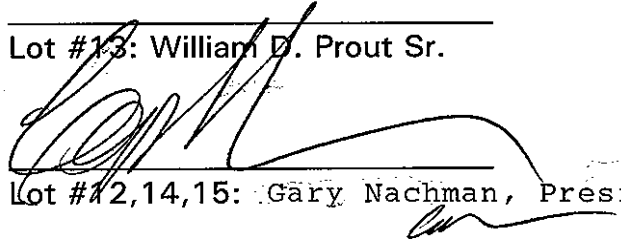

Lot #4,5,6,7,10,11,20,23, & #1-~~Replat #~~ ^{JCM} Judith C. Morrison, f/k/a Judith C. Morgan,
President

GN and Sons, Inc.


Lot #21,22,41: Gary Nachman, President

Lot #8,9: Christine Nish

Lot #13: William D. Prout Sr.


Lot #12,14,15: Gary Nachman, President - GN and Sons, Inc.


Lot # 16,17,18: Cynthia M. Sullivan

Edwin C. Hoth
Lot #24: Edwin C. Hoth

Wilma M. Hoth
Wilma M. Hoth

Judith A. Kaplan
Lot #25: Judith A. Kaplan

Marjorie M. Einerson
Lot #26: Marjorie M. Einerson

Lot #27: Dennis W. Lamb

Gregory R. Miller
Lot #28: Gregory R. Miller

Maureen Miller
Maureen Miller

John W. Haller
Lot #29: John W. Haller

Rosaline L. Haller
Rosaline L. Haller

Robert E. Haller
Lot #30: Robert E. Haller

John W. Haller
John W. Haller

Carol Lubischer
Lot #31: Carol Lubischer


Cynthia A. Miller
Lot #32: Cynthia A. Miller


Michael Sadofsky
Lot #33: Michael Sadofsky

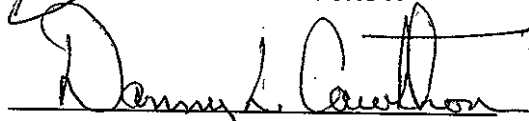
Marina D. Sadofsky
Marina D. Sadofsky


Kolin Sperle
Lot #34: Kolin Sperle

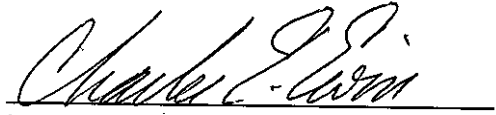
Michele Sperle
Michele Sperle

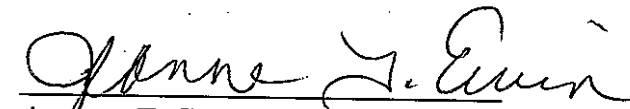

Lot #35: Jack A. Waskow


Sharlene Waskow



Lot #36: Danny Cawthon

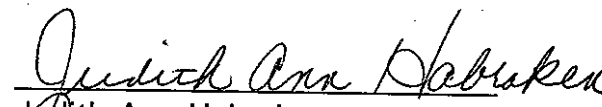

Sharon K. Cawthon



Lot #37: Charles E. Ewin

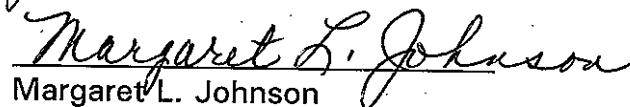

Jeanne T. Ewin

Lot #38: Winifred Adams


Lot #39: Jerry Jerome Habraken


Judith Ann Habraken


Lot #40: Raymond L. Johnson


Margaret L. Johnson


Lot #2 - Replat II: Richard Rice