

AMENDED DECLARATION

THIS AMENDED DECLARATION made on the date hereinafter set forth by THE MEADOWS, INC., the owner as of the date hereof of in excess of eighty per cent (80%) of all the lots contained in the following described subdivisions of real estate, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive, of Meadows Replat II of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat III of Lot 7, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

WHEREAS, Declarant caused to be executed a certain Declaration, dated July 27 1973, and filed at Page 645 through Page 645 4, inclusive, of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, concerning the following described real estate, to-wit: Lot 1 through 61, inclusive, Meadows Replat of Lot 9, the Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

The Meadows Inc, Galaxy Construction Co, and Viking Construction Inc.
WHEREAS, Declarant^s in the manner provided in said Declaration, did annex to said Declaration certain real estate extending to each lot so annexed all terms and conditions of said Declaration which Supplementary Declaration was dated April 22 1974 and filed at Page 839 through Page 835, inclusive, of Book 47 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, said Declaration provides for Amendment of the Declaration by instrument signed by eighty per cent (80%) or more of the lot owners and Declarant is the owner of in excess of eighty per cent (80%) of the lots subject to said Declaration and it is the desire of Declarant to make certain amendments, additions and clarifications to said covenants for the purpose of protecting the value and desirability of all of said real estate,

NOW, THEREFORE, in consideration of the foregoing preambles, the undersigned declares that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of, for addition to and in clarification of the easements, restrictions, covenants and conditions contained in said Declaration to the extent and only to the extent that the same are inconsistent therewith:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows II Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore first described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property on the properties exclusive of the real property on which is located any building, fenced patio or driveway originally located on the properties by Declarant or by any assigns of Declarant under assignment pursuant to Section 7 of this Article I. The common area, though now owned by Declarant and notwithstanding subsequent conveyance to an Owner will during the term of these covenants nevertheless subject to an easement for the common use and enjoyment of all Owners. The Common Area also includes but it not limited to All of Lot 61 of the Meadows Replat of Lot 9, The Meadows upon which lot no buildings shall be located.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling the construction of which shall be at least 90% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling the construction of which shall be less than 90% complete according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to THE MEADOWS, INC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have and there is hereby granted to said owners a right and easement of enjoyment in and to the Common Area which is located as above described on all Lots within the properties which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

(a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership upon the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or charges, for the purposes hereinafter set forth in Section 2. hereof, (2) Regular Assessments for Insurance on the Properties, and (3) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property 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 them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide for exterior maintenance on the homes located on the Properties, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest. The exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and private drives and private roads, and other improvements. Exterior maintenance shall not include painting, repair, replacement and care of glass surfaces, doors, garage doors, mechanical garage door openers, or any mechanical equipment such as air conditioning condensers and related appliances and equipment. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Regular assessment to which such Lot is subject. The Association, its employees and agents shall have the right to go on any Lot or into or

upon any dwelling or any Lot in the properties for the purpose of performing maintenance and is hereby granted a specific easement for such purpose. The Association is specifically authorized hereunder to contract with any professional management company, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual Budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be equal to the equivalent of 25% of the regular assessment due for each improved lot. The Budget and Assessments shall be approved and ratified by the Directors at the Annual Meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Assessments For Insurance. In addition to the regular maintenance assessments, the Association shall levy assessment on each improved lot for the portion of Insurance premium due with respect to said lot as hereinafter provided in Article VIII hereof, which assessment shall be paid each month along with the Regular Assessment with respect to said Lot.

Section 5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of 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.

(c) The Board of Directors may fix the annual assessment an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. 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 capital improvement upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum

due and payable each and every month thereafter, along with the Regular Assessment with respect to said Lot, until the said assessment shall be paid in full.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 90% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, the first Regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board ("Committee"). In the event said Board, or its

designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a dividing wall between separate dwellings constructed upon the lots by Declarant or its assigns as part of the original construction of homes upon the properties shall constitute a party wall to be used by the adjoining landowners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. To the extent not in consistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, to the extent the same is not covered by insurance, any Owner who has used the wall may restore it and shall have and there is hereby created an easement over the premises of the adjoining landowner for the purpose of construction of said wall, and if the other Owners thereafter make any use of the wall by commencement of construction on his premises adjoining said wall they shall contribute to the cost of restoration thereof in the proportion in which the adjoining owners use the wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Sarpy County District Court, State of Nebraska, and the two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the third arbitrator within 10 days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement, or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties.

In all cases of arbitration, the parties hereto shall each pay the expense of its own Attorneys' and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:

(a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or

(b) to any portion of a building used for coin operated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or

(c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices, or

if written permission for such placement, erection or use under (a) or (b) above, is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No truck, trailer, boat, motor home, camper, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area street or common area in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed with enclosed patio areas.

Section 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 5 Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by Declarant and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 7. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 8. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VIII

INSURANCE

Section 1. Basic Coverage. Insurance policies upon the properties including the structures but excluding the furnishings of individual townhouses shall be purchased by and in the name of the Association for the benefit of the Association and the Owners of each Lot as their interests may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual lots. The insurance shall cover all buildings and improvements upon the land originally constructed thereon by Declarant in an amount equal to the full insurable value thereof as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. Unless specifically requested by the owner of any lot, the Association need not procure insurance covering any additional improvements made to the premises by an owner subsequent to the original purchase of said lot from the Declarant. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B.I. and \$50,000 P.D. public liability insurance covering the properties, the Association and its employees.

Section 2. Additional Coverage. The Association may also procure, if requested by the owner of any lot, insurance upon the personal property, furnishings and improvements located or constructed on the premises by said owner as well as personal liability insurance provided that the cost of such additional insurance shall be considered in the nature of a special assessment to be specially assessed against the lot for which purchased or the owner of said lot. The Association is further empowered to procure such other insurance as the Association may deem advisable from time to time.

Section 3. Special Assessment. The cost of insurance premiums shall be included in the monthly maintenance assessment made to the owner of each lot insured under this provision of this Declaration.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association on the improvements on the properties and to execute and deliver releases upon payment of claims without joinder by the owner. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceed two-thirds (2/3) of the value of the buildings and improvements. In such case should the owner so elect not to rebuild, the proceeds, along with the insurance indemnity, if any, shall be credited to each owner in accordance with his pro rata share of the loss sustained by the damage or casualty for which the proceeds shall be payable, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each lot, next towards satisfaction of junior recorded liens in order of their priority, next toward the cost of razing the improvements or any remnants thereof from said premises and the filling and leveling of said lot, and the remainder shall then be paid to such owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a maintenance expense to be assessed and collected by the Association from the owners of the damaged improvements. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the working fund for the Association.

Section 5. Additional Insurance. Each lot owner may obtain additional insurance at his expense.

ARTICLE IX

ACCESS

The Association shall have the right of access to each dwelling at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, and to insure compliance by the owner with all of the owner's duties under this Declaration.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than eighty per cent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any Amendment must be recorded.

Section 4. Annexation. Additional land within the area described as Meadows Replat II and Meadows Replat III, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of the members of the Association within five (5) years of the date of this instrument by executing and recording with the Register of Deeds of Sarpy County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accomodation of the different character of such property but not inconsistent with the residential character of Meadows Replat II and Meadows Replat III; provided, however, that as long as there is a declarant class of voters, annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions may only be made with the written approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 19th day of April, 1974.

Attest: THE MEADOWS, INC.

Notary Public in and for Sarpy County, Nebraska
 By [Signature] President

ON This 19th day of April 1974 before me a Notary Public in and for Sarpy County and State personally appeared Joel M. Katterman and Diane Erickson known to be the president and Assistant Secretary of THE MEADOWS, Inc and to personally known to be the persons whose names are affixed to the above Declaration and acknowledged the execution thereof to be their voluntary act and deed. The undersigned being the owners of the real estate described below as set forth opposite our respective names being the owners of certain lots in The Meadows Replat of Lot 9, The Meadows, here by join in the above and foregoing Declaration and consent and agree to the above and foregoing terms thereof.

Witness my hand and Notarial seal in said County and State this date.

Notary
 (Seal)
 My Commission Expires July 22, 1976

[Signature]

- James A. Benmink Lot 26
- John J. Kelly Lot 42
- John Ellman Lot 10
- Dora M. Thomas Lot 10
- Alice Lickm Lot 9
- William E. Gahn Lot 9
- John & Bob Church Lot 27
- Barbara Church Lot 27
- Nancy Abraham Lot 22
- Frank M. Kozie Lot 3
- Linda M. Kozie Lot 3

- Albert Kay Thomson Lot 13
- Don Kincaid Lot 44
- Carl Kasari Lot 44
- David M. Ernst Lot 39
- Shan Hammel Lot 1
- Larry Knochenhauer Lot 33
- Leo J. Knochenka Lot 33
- Cinder Hammel Lot 1
- Joel & Burnham Lot 14
- Violet M. Fichel Lot 5
- William R. Futtie Lot 6
- Ann Futtie Lot 6
- David P. Henn Lot 16
- Melody A. Henn Lot 16
- Richard M. Carroll Lot 15
- Mrs Charlotte Carroll Lot 15
- Trudy R. Wenzel Lot 12
- Terry S. Wenzel Lot 12
- Lloyd Boatright Lot 4
- Barbara Boatright Lot 4
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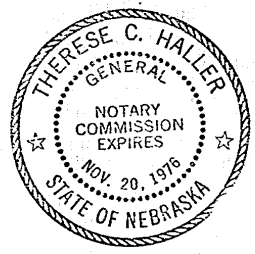
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STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 18th day of April, 1974, before me a Notary Public in and for said county and state personally came the following property owners of The Meadows, Joyce A. Beernink, Nelva J. Kelly, John Thomas, Sara M. Thomas, Alice Giehm, William E. Giehm, John Church, Barbara Church, Nancy Abraham, Frank M. Korgie, Linda M. Korgie, Cheryl Kay Thomsen, Ron Reinarz, Jr., Carl Reinarz, David N. Ernst, Sharon Hommel, Sandy Knockenhauer, George F. Knockenhauer, Andrew Hommel, Joel K. Burnham, Violet M. Fickel. William L. Tuttle, JoAnn Tuttle, David P. Henn, Melody A. Henn, Richard M. Carroll, Mrs. Charlotte Carroll, Trudy R. Neufind, Terry S. Neufind, Lloyd Boatright, Barbara Boatright, to me personally known to be the persons whose names are affixed to the above Declaration, and acknowledged the execution thereof to be their voluntary act and deed as such property owners of The Meadows.

Witness my hand and Notarial Seal at The Meadows in said county the day and year last above written.

Therese C. Haller
Notary Public



R A T I F I C A T I O N

The undersigned, GALAXY CONSTRUCTION CO., now the owner of Lots One (1) through One Hundred Four (104) of Meadows Replat III of Lot Six (6), The Meadows, a subdivision in Sarpy County, Nebraska, and a successor to Declarant as to said lots, does hereby and by these presents ratify and approve of the above and foregoing Amended Declaration and by the execution of this ratification the undersigned does hereby declare the above and foregoing Declaration of Covenants, restrictions and easements to be applicable to the above described real estate owned by the undersigned.



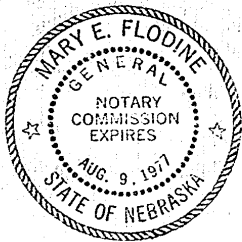
GALAXY CONSTRUCTION CO.

By Floyd J. Howerton
Floyd J. Howerton, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county and state, personally came FLOYD J. HOWERTON,, President of Galaxy Construction Co., a corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing Ratification, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Galaxy Construction Co.

Witness my hand and Notarial Seal this 22nd day of April, 1974.



Mary E. Flodine
Notary Public

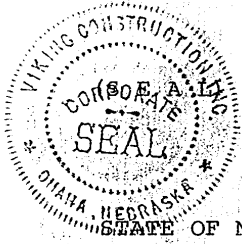
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R A T I F I C A T I O N

The undersigned, VIKING CONSTRUCTION, INC., now the owner of Lots One (1) through Ninety-One (91), Meadows Replat II of Lot Seven (7), The Meadows, a subdivision in Sarpy County, Nebraska, and a successor to Declarant as to said lots, does hereby and by these presents ratify and approve of the above and foregoing Amended Declaration and by the execution of this ratification the undersigned does hereby declare the above and foregoing Declaration of Covenants, restrictions and easements to be applicable to the above described real estate owned by the undersigned.

VIKING CONSTRUCTION, INC.

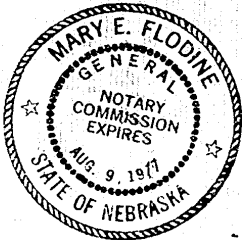
By Eric Dahlbeck
Eric Dahlbeck, Jr., President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county and state, personally came ERIC DAHLBECK, JR., President of Viking Construction, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing Ratification, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Viking Construction, Inc.

Witness my hand and Notarial Seal this 22nd day of April, 1974.



Mary E. Flodine
Notary Public