

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

BRANDON PARK ADDITION  
an addition to the City of Omaha, Douglas County,  
Nebraska, as surveyed, platted and recorded

This DECLARATION is made on June 18, 1984 by  
BRANDON PARK PARTNERSHIP, a Nebraska partnership hereinafter  
referred to as "Declarant".

RECITALS

1) Declarant owns the following described real  
property in Douglas County, Nebraska, to wit:

Lots 2 thru 31, inclusive, Brandon Park being a  
plattling of part of the SW $\frac{1}{4}$  of Section 20, T15N,  
R12E of the 6th P.M., in Douglas County,  
Nebraska, in accordance with the cluster  
regulations of Chapters 53 and 55 of the Omaha  
Municipal Code.

2) Declarant is developing said property as a cluster  
subdivision known as Brandon Park Addition; and

3) Declarant desires that the open space, common  
ground and recreational areas within Brandon Park Addition be  
permanently maintained as originally created; and

4) Declarant desires and intends that all lots within  
the subdivision be subject to conditions, restrictions,  
covenants and other terms appropriate, convenient, or necessary  
to preserve and promote its private residential character; and

5) Declarant desires to provide easements for the use  
and benefit of owners of property within said subdivision.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare that all  
of the 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 real property above described as well as any other  
property submitted hereto as provided herein, and shall be  
binding on all parties having any right, title or interest in

the described property, any part thereof, or any property hereafter annexed hereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a 2/3 majority of the then owners of the lots within the subdivision, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean the three member committee appointed by the Board of Directors of the Association, which members shall serve until resignation or dismissal by the Board of Directors of the Association.

Section 2. "Association" shall mean and refer to BRANDON PARK OWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including without limitation:

Lot 28 and Lot 29, all roadways and parking areas, and all storm and sanitary sewers.

All common areas shall be devoted to the exclusive common use and enjoyment of the Owner of the Property.

Section 4. "Declarant" shall mean and refer to Brandon Park Partnership, its successors, and assigns.

Section 5. "Lot" shall mean and refer to any plot of land designated by number and shown upon any recorded subdivision map or plat of the property.

Section 6. "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 property, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Property" shall mean and refer to the real property subjected to this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, subject to the right of this Association to borrow money for the purpose of improving and subject to such further conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

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, to his guests, and to contract purchasers who reside at the property.

Section 3. Owner's Easements for Access. Every owner, the Declarant, and the Association shall have a perpetual non-exclusive right and easement in, over, upon and to those portions of the Common Area designated as streets, drives, and walkways so as to provide permanent access to and from each Lot for pedestrian and vehicular traffic. The easements granted by this Section shall be permanent and perpetual and shall not be subject to the expiration provisions hereinbefore set forth.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every owner of record of a Lot, including every contract purchaser of record of a Lot, within the property 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. The owners of each Lot shall have one vote. No owner shall have more memberships than the number of Lots owned. Ownership of a Lot or Lots shall be the sole qualification for membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner and contract purchaser of a Lot within Brandon Parks Addition by acceptance of a deed therefor or by executing a contract to purchase, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

- a) Regular, annual assessments or charges,
- b) Special assessments for capital improvements, which special assessments shall be established and collected as hereinafter provided, and
- c) Assessments for insurance on the common area property.

The regular and special assessments, together with interest, costs, and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owners' 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 non-profitable 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, recreational equipment, facilities, grounds, or structures; to provide and maintain private pedestrian walkways and access, and private vehicular streets and access; to provide snow removal on the private streets and access; to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services; to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions and similar limitations; to provide and maintain private and public sewers and utilities, conduits,

connections, lines, maintenance and services; to provide insurance coverages for the Common Area; and to undertake such other activity appropriate, convenient, or necessary to promote or sustain any such interest.

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 the coming year, and shall levy and collect monthly assessments from each Lot within the property which assessment shall be sufficient to fund the budget for the coming fiscal year. The regular assessment shall be uniform in amount as to all lots. The budget and the 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. At any time during the regular year, Directors may revise the budget and increase or decrease the assessments as required by the failure of the budget to accurately reflect actual fiscal requirements.

Section 4. 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, including a charge for interest. Special assessments for capital improvements and extraordinary expenses shall be approved by a majority vote of the membership of the Association present at a special meeting held for such 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 such Lot, until the said special assessment shall have been paid in full.

Section 5. Date of Commencement of Annual Assessments - Due Dates. The regular annual assessments provided for herein shall commence on the first day of the month following the conveyance of a lot from Declarant. As provided in the By-Laws of the Association, 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 annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due date 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 6. Effect of Non-Payment 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 twelve percent (12%) per annum. In the event the unpaid assessment is an installment of an annual assessment, or a special assessment levied over a twelve (12) month period, the Association may after such 30 day period and upon 10 days written notice declare all remaining installments of said assessment immediately due and payable at its option. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. Any such action, whether at law or by way of foreclosure, shall be brought within ten (10) years after the last day of the year or period in which the delinquent assessment became due and payable. No owner may waive or otherwise escape liability for the assessments provided herein by refraining from using the Common Area or by abandoning or vacating his Lot. All assessments paid shall be applied to the oldest unpaid assessment.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record. The sale or transfer of any town home lot shall not affect the assessment lien. However, the sale or transfer of any town home lot pursuant to mortgage, foreclosure, sale under power of sale in a deed of trust, 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 8. Exempt Property. All property dedicated to and accepted by, a local public authority and all property 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 provided, however, that no land or improvements devoted to dwelling use shall be exempt from said assessments. All Common Areas shall be exempt from said assessments.

Section 9. Recording. The Association, at its option, may record in the office of the Register of Deeds of Douglas

County, Nebraska a duly acknowledged statement or document setting forth the lien claimed for unpaid special assessments. Failure to record the statement of lien or a similar document shall in no way affect the lien created herein.

ARTICLE V

ARCHITECTURAL CONTROL

No structure or improvements of any kind will be altered, built, constructed or otherwise maintained on any lot within Brandon Park Addition without an express written approval executed by the Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot boundary lines, quality of construction, size, and suitability for clustered residential purposes, and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures, and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any lot without such approval by the Architectural Control Committee.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. Single Family. No lot will be used for other than single family clustered residential purposes.

Section 2. Awnings and Aerials. No awnings or sun screens of any type shall be affixed to any building or structure upon any lot without the written consent of the Association. No outside aerials and antennae or other similar devices shall be erected or affixed or allowed to remain on any building, structure or Lot.

Section 3. Driveways and Sidewalks. No driveway or sidewalk and no structural element of any approved or permitted residence or exterior part thereof will be maintained on any lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition.

Section 4. Noxious Activity. No noxious or offensive activity shall be carried on on any lot, nor shall any exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse, be maintained above ground level in any lot; and no barn, shack, tent, trailer, camper, camper vehicle or other moveable or temporary structure shall be maintained on any town home lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses related to and connected with approved or permitted construction.

Section 5. Grass and Weeds. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased, or otherwise objectional shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

Section 6. Recreational Equipment. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot, other than in a location out of public view, without an express written approval executed by the Architectural Control Committee; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.

Section 7. Signs. No advertising sign or other poster other than a sign of an area of not more than four (4) square feet advertising such lot or house, lot sale or a sign or signs belonging to the Declarant as owner of such lot will be maintained on any lot.

Section 8. Storage. No excess or unused building material or materials will be kept, stored or otherwise maintained on any lot, in a location within public view, other than for use or uses connected with and related to approved or permitted construction; no junk, rubble, waste material, or other refuse will be abandoned, stored or otherwise maintained or kept on any lot; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any lot, other than in any enclosed structure.

Section 9. Animals. No birds, livestock, poultry, or animals other than domesticated non-commercial pets in no more than reasonable quantities will be bred, kept or otherwise maintained on any lot.



Section 10. Commercial Enterprise. No home occupation, commercial enterprise, or gainful public business, occupation or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot.

Section 11. Fences and Other Enclosures. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any lot except those that may be authorized by the Architectural Control Committee. All fences authorized shall be of wood. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. Automobiles shall be parked only in designated parking areas.

Section 12. Outbuildings. No outbuilding or other attached structure appurtenant to a dwelling unit may be erected on any of the lots without the written consent of the Association.

Section 13. Exterior Foundations. All exposed foundations facing any street shall be faced with brick or stone or stucco.

Section 14. Garages. All living units shall have indoor garages sufficient to house two cars.

#### ARTICLE VII

##### INSURANCE

The Association shall procure and maintain appropriate insurance upon the Common Area and buildings and structures located thereon insuring against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril. The Association shall carry general public liability insurance with limits which the Association deems appropriate.

#### ARTICLE VIII

##### ACCESS

Section 1. Access by Utility Companies. Each of Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, and relevant cable television franchisee, and their respective assessors and assigns is granted an easement, together with rights of

ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective telephone, gas, water, electric, public sewer, private sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of common ground or of any lot which may be necessary or required to carry out the purposes set forth above, provided however, that the easement shall not interfere with any structural element of any single family clustered residence and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better.

Section 2. All telephone and electric power service lines shall be underground.

#### ARTICLE IX

##### 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, 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 be 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 Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant or easement granted to it; and the Association will have the right in the manner set out in its Articles of Incorporation and By-Laws, as from time to time amended, at any time or from time to time, to extend, modify or terminate all or any part or parts of this Declaration other than easements granted to other grantees.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska, this 18<sup>th</sup> day of June, 1983.

BRANDON PARK PARTNERSHIP,  
a Nebraska Partnership

ATTEST:

Michael J. Sullivan  
Secretary

By \_\_\_\_\_

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of June, 1984, before me, the undersigned, a notary public in and for said county, personally came Mel & Strong, of Brandon Park Partnership, a Nebraska Partnership, to me personally known to be the identical person, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership.

Witness my hand and notarial seal at Omaha, in said county, the day and year last above written.

CAROLYN S. MARSHALL  
GENERAL NOTARY  
STATE OF NEBRASKA  
My Comm. Exp. March 28, 1987

Carolyn S. Marshall  
Notary Public

My Commission Expires: March 28, 1987.

BYLAWS  
OF  
BRANDON PARK OWNERS ASSOCIATION, INC.

ARTICLE I

OFFICES

Section 1. Principal Office. The principal office of the Corporation in the State of Nebraska shall be located in the City of Omaha, County of Douglas, State of Nebraska. The Corporation may have such other offices either within or without the State of Nebraska as the Board of Directors may determine, or as the affairs of the Corporation may require from time to time.

Section 2. Registered Office. The Corporation shall have and continuously maintain in the State of Nebraska a registered office and a registered agent whose office is identical with such registered office as required by the Nebraska Nonprofit Corporation Act. The registered office may be but need not be identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

MEMBERS

Section 1. Membership. The Corporation shall have one class of members. Each owner of record of a Lot, including each contract purchaser of record of a Lot, in Brandon Park Addition, Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, or any town home lot or dwelling unit within the limits of any other real property accepted for inclusion, and by agreement, covenants, or otherwise required to be included in membership, is or becomes at the commencement, remains for the duration, and ceases to be upon the termination of such interest a member of the corporation subject individually and personally to the provisions of the Declaration of Covenants, Conditions, and Restrictions, now or hereafter placed of record respecting the Addition, as amended from time to time. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. No owner shall have more memberships than the number of Lots owned. Ownership of a Lot or Lots shall be the sole qualification for membership.

Section 2. Voting Rights. Each member (the owners of each Lot) shall have one vote on each matter submitted to a vote of the members. A member may vote in person or by written proxy given at the meeting.

Section 3. Maintenance Assessments. The Board of Directors has the authority, in accordance with the Declaration of Covenants, Conditions, and Restrictions ("Declaration") now or hereafter placed of record respecting the Brandon Park Addition, as amended from time to time, to fix and collect maintenance assessments and other charges from members. Remedies of the Corporation for failure of a member to pay such assessments and other charges are as set forth in the Declaration.

Section 4. Meetings. An annual meeting of the members shall be held, without other notice than this provision of the Bylaws, on the 15<sup>th</sup> day of October each year at the principal office of the Corporation at 7, p.m., for the purpose of electing a successor Board of Directors and the transaction of such other business as may come before the meeting. In the event of failure, through oversight or otherwise, to hold the annual meeting of members in any year on the date herein provided therefor, the meeting, upon waiver of notice or upon due notice, may be held at a later date, and any election had or business transacted at such meeting shall be a valid and effectual as if had or transacted at the annual meeting on the date herein provided.

Section 5. Special Meetings. A special meeting of the members may be called at any time and from time to time on thirty (30) days notice to the members by the President, and must be called by him at any time when so directed by a resolution of the Board of Directors or by a written request signed by at least forty percent (40%) of the members of the Corporation. Such resolution or request shall specify the purpose for the special meeting which shall be the only business transacted at such special meeting.

Section 6. Place of Meetings. Meetings of members shall be held within or without the State of Nebraska as set forth in the notice. In the absence of designation of the place of a meeting, the meetings of members shall be held at the principal office of the Corporation.

Section 7. Notices. Notice of any annual or special meeting of the members (other than the annual meeting described in Section 2 of Article II of these Bylaws), in each case specifying the place, date, and hour of the meeting, shall be given to each member by hand delivering or mailing written notice at least thirty (30) days prior to the date of the meeting. If

mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to each member at his address as it appears on the record of the Corporation.

Section 8. Waiver of Notice. The transactions of any meeting of the members, however called and noticed or wherever held, shall be as valid as though had a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, a written waiver of notice of the meeting is signed by (a) each member not present at the meeting, and (b) each member present at the meeting who objected thereto to the transaction of any business because the meeting was not lawfully called or convened. All such waivers shall be filed with and made a part of the minutes of the meeting.

Section 9. Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if all the members shall consent in writing to such action. Such action by written consent shall have the same force and effect as the unanimous vote of the members.

Section 10. Quorum. A majority of the members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the members present at a duly held meeting at which a quorum is present shall be the act or decision of the member, unless the law, the Articles of Incorporation, or these Bylaws require a greater proportion.

Section 11. Adjournment. Any meeting of the members, whether regular or special, and whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the members present. If notice of the meeting adjourned had been properly given or waived, notice of the time and place of the reconvened meeting need not be given to absent members if said time and place are fixed at the meeting adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting adjourned.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the City of Omaha or State of Nebraska.

Section 2. Number, Tenure, Qualification, Term, Quorum, Vacancies, and Election. The number of Directors shall be at least three (3) and no more than five (5). Except as hereinafter provided, Directors shall be elected by the members of the Corporation at the annual meeting of said Corporation or at a special meeting called for that purpose and each Director shall be elected to serve one year and until his successor shall have been elected and qualified. The number of Directors may be increased or decreased from time to time by an amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director. If the number of Directors is increased, the additional Directors shall be elected by the members of the Corporation at an annual meeting or at a special meeting called for that purpose.

A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Except as may herein otherwise be provided, the vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 3. Meetings. Meetings of the Board of Directors shall be held at such place within the State of Nebraska as may be from time to time fixed by resolution of a majority of the Board of Directors, as may be designated in the notice calling the meeting. Regular meetings of the Board of Directors shall be held at such times as may from time to time be fixed by resolution of the Board of Directors, and special meetings may be held at any time upon the call of the President, or a Vice President, or the Secretary, or by a majority of the Directors by written notice duly served on or sent or mailed to each Director or by contacting each Director by telephone not less than two (2) days before such meeting. Written notice shall also be given of regular meetings of the Board of Directors held at times fixed by resolution of the Board of Directors. Meetings may be held at any time without notice if at any time before or after the meeting those not present waive notice of the meeting in writing. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where he attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4. Indemnification of Directors and Officers. The Directors and Officers of this Corporation shall serve without compensation. An Officer or Director may be reimbursed for actual expenses incurred by said person in connection with the business of the Corporation when such expense and reimbursement are approved by the Board of Directors.

Section 5. Removal of Directors. The entire Board of Directors or any individual Director may be removed from office with or without cause by a majority vote of the members of the Corporation. If any or all Directors are so removed, new Directors may be elected at the same meeting by the members of the Corporation.

#### ARTICLE IV

##### OFFICERS

Section 1. Number. The Board of Directors, initially and as soon as may be after the election thereof held in each year, shall elect a President, a Vice President, a Secretary, and a Treasurer, and from time to time may elect or appoint such Assistant Secretary, Assistant Treasurer, and such other officers and agents as it may deem proper. Any two or more offices may be held by the same person except the office of President and Secretary. Officers shall be elected from the Board of Directors.

Section 2. Term and Removal. The term of office of all Officers shall be one year and until their respective successors are elected and qualify, but any Officer may be removed from office at any time by the Board of Directors, whenever in the judgment of the Board the best interests of the Corporation will be served thereby. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Powers and Duties. The Officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as from time to time may be conferred by the Board of Directors. The Vice President, the Assistant Secretary, and the Assistant Treasurer shall, in the order of their respective seniorities, in the absence or disability of the President, Secretary, or Treasurer, respectively, perform the duties of such Officer and shall generally assist the President.



ARTICLE V

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board of Directors. The Corporation shall keep in Nebraska at its registered office or principal place of business all of the books and records of this Corporation.

ARTICLE VI

FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January in each year and shall end on the 31st day of December of each year, unless otherwise determined by the Board of Directors.

ARTICLE VII

CORPORATE SEAL

This Corporation shall not have a corporate seal.

ARTICLE VIII

CHECKS, DEPOSITS, AND FUNDS

Section 1. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, Agent or Agents of the Corporation and in such manner as shall be from time to time determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

Section 2. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE IX

INCORPORATION OF PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The provisions of the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), now or hereafter placed of record respecting the Brandon Park Addition, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska (including any additional property accepted for inclusion therein hereafter), as amended from time to time, are incorporated herein by reference. To the extent that or in any respect in which a provision or provisions of these Bylaws and the Declaration are inconsistent, the provisions of the Declaration shall control.

ARTICLE X

AMENDMENTS

The Bylaws of this Corporation may be altered, amended, or repealed, and new Bylaws not inconsistent with any provision of the Articles of Incorporation or statute may be adopted, by the affirmative vote of a majority of the Board of Directors.

The undersigned Secretary of Brandon Park Owners Association, Inc. certifies that the foregoing Bylaws were duly adopted by the Board of Directors effective June 18, 1984.

*Michael J. Sullivan*  
Secretary

Fee 105.50  
Index 1  
Compid 1  
# 87-53 etc  
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Book 716  
Page 76  
of 200  
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S. HAROLD GRIEN  
REGISTER-OF-DEEDS  
DOUGLAS COUNTY, NEBR.

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*30 years*