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REGISTERED INSTRUMENT NUMBER

88-07074

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS
FOR A PART OF A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

AM '0: 12
REGISTERED INSTRUMENT NUMBER

THIS DECLARATION, made on the date hereinafter set forth by WILLIAM E. JAMES and PHYLLIS J. JAMES, d/b/a FOREST HILLS DEVELOPERS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Sarpy, State of Nebraska, which is more particularly described as:

Lots eight (8) through fifty-one (51), Forest Hills, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the properties 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 and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

SECTION 1. "Association" shall mean and refer to Forest Hills Home-owners Association, Inc., its successors and assigns. The "Association" shall be made up of owners of Lots eight (8) through fifty-one (51), Forest Hills Subdivision.

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 described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

Lot fifty-one (51), of Forest Hills, a subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska, and the improvements thereto.

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. "Declarant" shall mean and refer to William E. James and Phyllis J. James d/b/a Forest Hills Developers, their successors or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.
PROPERTY RIGHT

SECTION 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be

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appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b) the right to 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 sixty (60) days for any infraction of its published rules and regulations;
- c) 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 and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property; 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. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated for ownership of any Lot which is subject to assessment.

SECTION 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote (1) 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or
- b) on January 1, 1993.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a 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) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property 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

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 to promote recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, insurance and other purposes as are necessary to carry out the purposes of the Association, as more fully set out herein; and of the homes situated upon Properties. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to the assessment hereunder, including but not in limitation as follows: the painting, repair, replacement and care of roofs, gutters, downspouts and exterior building surfaces, trees, shrubs, the cost of lawn care including the mowing, fertilization and maintenance of the lawns situated on the Properties, snow removal from driveways, walks, and private streets, driveways and private drives and private roads and other improvements. Such exterior maintenance shall not include glass surfaces or any mechanical equipment such as air conditioning condensers and related appliances and mechanical equipment. In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused by the willful or negligent acts of its Owner, or through willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

SECTION 3. Regular Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial Regular Annual Assessment shall be Nine Hundred Dollars (\$900.00) per Lot (\$75.00 per month).

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, and each succeeding fiscal year thereafter, 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 five percent (5%) 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.

b) The Board of Directors may fix the maximum annual assessment at an amount in excess of the initial regular assessment 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 that purpose. The Board of Directors may reduce the minimum annual assessment at a meeting called for that purpose.

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, provided that any such assessment shall have assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both regular annual annual and special assessments, with respect to all Lots shall be uniform in amount. In recognition of the fact that the major 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 waived until such time in the opinion of the Board of Directors, a maximum assessment equal to five percent (5%) of the regular assessment due each improved Lot is necessary.

SECTION 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first 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 certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 twelve percent (12%) 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

SECTION 9. Subordination of the Lien to Mortgagee. 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 charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt for said assessments.

ARTICLE V. MAINTENANCE AND INSURANCE

SECTION 1. Exterior Maintenance. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and the improvements thereto which are subject to assessment hereunder, including but not limited to the following: repair, replacement and care of recreation facilities, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, the cost of lawn care including the mowing, fertilization and maintenance of the lawns situated on the Properties, walks, driveways, private drives, private roads, exterior lighting, building storage areas and other improvements.

SECTION 2. Insurance.

a) Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full

insurance cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Annual Assessment made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, and if requested by a majority of the Owners, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or co-insurance, of all the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Regular Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwelling Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

b) Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all other Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owner. In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

c) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

SECTION 3. Willful or Negligent Acts. In the event that the need for maintenance or repair of the Common Area or the improvements thereon or exterior maintenance as set forth herein is caused through the willful or negligent acts of a Lot Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot, the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI. 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, 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. 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 VII.
PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent 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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use 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 4. Weatherproofing. Notwithstanding any other provision of this Article, and 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 5. Right to Contribution Runs With Land. The right of any Owner in 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII.
GENERAL RESTRICTIONS

SECTION 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Common Area or within the Properties without the written consent of the Association.

SECTION 2. Buildings or Uses Other Than For Residential Purposes. No buildings or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the Common Area or 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 by Declarant, his licensees or assigns, for a manager's office or sales office, or by the Association, for its offices,

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

SECTION 3. Fences, etc. No fence or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about the Common Area or within the Properties, except such fences or enclosures as may be authorized by the Declarant or its designated Architectural 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 or about the Common Area. 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, satellite or receiving antenna shall hereafter be erected on or about the Common Area or within the Properties. No clothes lines or clothes hangers may be constructed or used on or about the Common Area or within private exterior balconies and terraces of the units.

SECTION 4. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on or about the Common Area or within the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the Units. 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 or about the Common Area or within the Properties, nor shall any trash, ashes or other refuse be thrown, placed, dumped upon the Common Area, 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" signs on or about the Common Area or within private exterior balconies of the Units is expressly prohibited except that "for sale" sign may be erected by Developer consisting of not more than six (6) square feet.

SECTION 7. Temporary Structure. No trailer, tent, garage, storage area or other part of the Common Area shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Developer or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site to be used during the period of the construction and sale of the Properties. Declarant or its assigns may also erect and maintain model Units 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.

SECTION 8. General Restrictions. All garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside the areas which the Declarant or its designated architectural committee specify for permanent storage or for temporary location prior to pick up. Private barbeque grills will be subject to regulation and restriction and/or exclusion by the Developer to his designated architectural committee. Automobile parking in drives and exterior parking areas will be subject to regulation and restriction by the Association. Storage of household items will not be permitted on private balconies and terraces or within the Common Area, excepting those areas specified by the Declarant or its architectural committee.

SECTION 9. Parking. Parking other than street parking adjoining an Owner's Lot can be designated and permitted by the Declarant or its assigned architectural committee.

ARTICLE IX. DEDICATION OF COMMON AREAS

SECTION 1. Dedication. William E. James and Phyllis J. James, d/b/a Forest Hills Developers (Declarant), in recording the plat of Forest Hills has designated certain areas of land Common Area and private streets intended for use by the homeowners in Forest Hills for recreation, access, and other related activities.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Forest Hills.

SECTION 2. Deed Clause. The fee title to any Lot described as bounded by any street, lane, walkway, park, playground, lake, pond, accepted by the public and the fee title to any Lot shown on the recorded plat of Forest Hills as abutting upon any such Common Area shall not extend upon such Common Area and the fee title to such Common Area is reserved to the grantor to be conveyed to the Association for the common enjoyment of all of the Owners in the Properties.

SECTION 3. Removal of Trees in Common Area. It is the Declarant's intention to restrict the removal of trees from the Common Area and to preserve the tree environment of the Common Area. No species of tree larger than one

(1) inch at breast height may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut or destroyed and the reason therefor shall have been submitted to and approved in writing by the Declarant. This Section is specifically not applicable to the portions of the Common Area which contain private street access to the Lots.

ARTICLE X.
EASEMENTS

SECTION 1. Utility Easements. A perpetual easement is hereby granted to Omaha Public Power District, Metropolitan Utilities District, Northwestern Bell Telephone Company, City of Bellevue, Peoples Natural Gas Company, and a duly licensed cable television company and to their respective successors and assigns, to install, repair and replace facilities along, across, over and under the front, side and rear boundary lines of all Lots in said Subdivision. All such utility service lines shall be underground.

SECTION 2. Road Easements. A perpetual easement is hereby granted to all Lot Owners and to their respective successors and assigns, to erect, maintain and use private streets across Lot 51, Forest Hills Subdivision, Sarpy County, Nebraska.

SECTION 3. Association Easements and Licenses.

A. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot at all times necessary in order to accomplish changes, replacements or repairs to sewers, gas lines, water lines, telephone lines, cable lines, electrical lines, meters, vents and other utilities situated within the Property, or in order to maintain service to or prevent injury or damage to any persons, Townhomes or other or property located within the Property.

B. The Association and its agents and contractors shall have a general easement and license including all reasonable rights of access, for purposes of mowing, fertilizing, planting and renewing the Common Area.

ARTICLE XI.
GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner or such Owner's grantees, assigns or heirs, 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, either to prevent or restrain any violation of same, or to recover damages or any other dues for such violation. Failure by the Association 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.

SECTION 2. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of four (4) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

SECTION 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

SECTION 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of March, 1988.

FOREST HILLS DEVELOPERS, Declarant

By William E. James
WILLIAM E. JAMES

By Phyllis J. James
PHYLLIS J. JAMES

STATE OF NEBRASKA)
) ss.:
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 3rd day of March, 1988, by WILLIAM E. JAMES and PHYLLIS J. JAMES.



Alice J. Long
Notary Public