



90-08853

FILED SARPY CO. NE.
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90-08853

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Shay D. Doubling
REGISTER OF DEEDS

AMENDMENTS OF
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

The undersigned, being not less than ninety percent (90%) of the Lot owners, do hereby certify that the Declaration of Covenants, Conditions and Restrictions filed at the Register of Deeds office, Sarpy County, Nebraska, on September 20, 1984, at 9:45 a.m., in Book 57 of Miscellaneous Records, Page 752, relating to certain property in Golden Hills, County of Sarpy, State of Nebraska, which is more particularly described as:

Lots 1-34 inclusive, and Outlots A & B,
Golden Hills IV as surveyed, platted and
recorded in Sarpy County, Nebraska,

are amended as follows:

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be 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 of the Association to suspend the voting rights and right to use of the the recreational facilities by an owner 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 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.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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 from ownership of any Lot which is subject to assessment.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4. 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 six hundred dollars (\$600.00) 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 percent (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 percent (5%) by a vote of two-thirds (2/3's) 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 at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3's) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. 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 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 13. Insurance. The Association shall provide insurance with respect to the improvements (homes/units) in an amount equal to the full replacement value of said improvements or in an amount as may be required by any mortgageholder, which ever is higher, against loss by fire, lightning and other perils covered by standard extended coverage endorsement, and insurance against such other hazards and in the amount as are normally carried by owners of like units. Owner's personal property shall not be covered thereunder, it being the Owner's sole responsibility to provide such coverage. The Association shall in addition to the above provided liability insurance for the Association and its members with respect to the common area only, liability insurance associated with the owned units being the responsibility of each individual Owner. 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.

Richard J. Pountam, 3504
 Helen M. Jenkins 3523
 Alice R. Stephens 3310
 Mrs. Frank D. Kelly 3315
 Anne C. Lenn 3414
 Sarah T. Caffelt 3430
 Richard Matthews 3303
 Fish Matthews 3521
 Kristen E. Himmelberger 3307
 by ~~Ernie~~ Fish Matthews
 Margaret Feestman 3506
 Pat Cleyer 3416
 Hal W. Vally 3462

Diana Furst, 3508
 Maryl. Mustard, 3514
 Gregory A. Frick, 3516
 Alex Erway 3511
 John S. Faing 3427
 Jennifer Meyer 3425
 Bonnie Stephens 3423
 Luella T. Roberts 3308
 Thomas Miles 3314
 Rhyllis Erway 3318
 Luma Parent 3404
 Mr. Weinman 3412
 James E. Burnett 3518
 Lisa Kelly 3510

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W.K. Bamhill 3520

Isaac Alge 3428

Robert F. Peterson 3422

Donna J. Stephens 3420

Carleen Limmer 3317 by proxy

Henry Allen 3417 by proxy

Richard Sabats 3423 by proxy

James & Patrick Reid 3306 by proxy

M. Padmanabhan 3525 by proxy

Eileen Berning 3421 by proxy

S. Morrison 3519 by proxy

Linda Allison 3408 by proxy

Marjorie Simons 3305 by proxy

Doris Lembrick 3313 by proxy

Law Ranshofer 3512 by proxy

Sanjit Hickman 3418 by proxy

Ralph Healey 3513 by proxy

St. M. Kewon 3503 by proxy