

AMENDMENT TO DECLARATION  
OF  
GROVER GALLERY

This Amendment to Declaration is made on March 17, 1985, by the owners as of the date hereof in excess of Ninety Percent (90%) of all the lots contained in the following described real estate, to-wit:

Lots 1 through 23, inclusive, Grover Gallery, a subdivision of the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions covering the above-described real estate was executed on June 30, 1980, and filed at Page 725 through Page 734, inclusive, of Book 637 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, said Declaration provides for Amendment of the Declaration by instrument signed by the owners of Ninety Percent (90%) or more of the lots; and

WHEREAS, the undersigned are the owners of more than Ninety Percent (90%) of the lots subject to said Declaration, and it is the desire of the undersigned to make certain amendments, additions and clarifications to said Declaration.

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

1. Article IV, Section 3 is hereby amended to read as follows:

"Section 3. Maximum Annual Assessment. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased by the greater of: (a) Five Percent (5%) of the annual assessment for the immediately preceding year, or (b) the percentage increase in the Consumer Price Index - Wage Earner for the immediately preceding September over September of the immediately prior year."

2. Article IV, Section 4 is hereby amended to read as follows:

"Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment 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 be approved by the vote of a majority of the number of votes entitled to vote at an annual meeting<sup>a</sup> called for that purpose."

3. Article IV, Section 5 is hereby deleted.

4. Article IV, Section 8 is hereby amended to read as follows:

**"Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any annual assessment not paid within Ten (10) days after the due date shall be delinquent and shall be subject to a \$10.00 service charge. Any special assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency 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 non-use of the Common Area or abandonment of his lot."

5. Article XI, Section 3 is hereby amended to read as follows:

**"Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 by an instrument signed by not less than Seventy-five Percent (75%) of the lot Owners. Any amendment must be recorded with the Register of Deeds in and for Douglas County, Nebraska."

Executed the day and year first above written.

Legal Description of Lots  
Owned: (All in Grover Gallery)

Signature of  
Owners

- 23
- 2
- 21
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

*[Handwritten signatures for lots 23, 2, 21, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20]*

Total lots listed above = 19  
Divided by 20 = 95 %  
Total lots in Properties = 20  
(Except in Common Area)

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 17 day of MARCH, 1985, before me, the undersigned, a Notary Public in and for said County, personally came DEBORAH A. PAULY, RON & SUZANNE SLEPITZ, LINDA J. GARDREL, JOHN L. & DORIS W. PETTIT, IMASEAN R. LUCKE, JOHN P. FICKINGER, JOYCE E. & ROY J. MURPHY, RAY & TAMMY WILSON, RAYMOND R. KENNEY

personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.



Jeanette Schneiderwind  
NOTARY PUBLIC

STATE OF ~~NEBRASKA~~ IOWA )  
 ) ss.  
COUNTY OF ~~DOUGLAS~~ WOODBURY )

On this 29 day of MARCH, 1985, before me, the undersigned, a Notary Public in and for said County, personally came PAUL R. GREGORY personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.

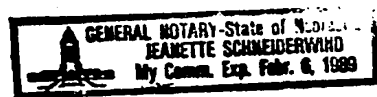


Verona L. Krueger  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 4th day of April, 1985, before me, the undersigned, a Notary Public in and for said County, personally came GARY ROBERTS & LEE A. ROBERTS personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.



Jeanette Schneiderwind  
NOTARY PUBLIC

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

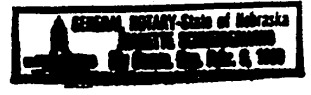
ss.

BOOK 771 PAGE 57

On this 20 day of April, 1985, before me, the undersigned, a Notary Public in and for said County, personally came RAND BRUGGER, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

..WITNESS my hand and notarial seal at OMAHA in said County the day and year last above written.

Jeanette Schneiderwind  
NOTARY PUBLIC



STATE OF NEBRASKA  
COUNTY OF SARPY

ss.

On this 24 day of FEBRUARY, 1986, before me, the undersigned, a Notary Public in and for said County, personally came JEANETTE SCHNEIDERWIND, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

..WITNESS my hand and notarial seal at Papillion in said County the day and year last above written.

Kathleen Ensler  
NOTARY PUBLIC



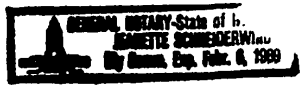
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

ss.

On this 1 day of MARCH, 1986, before me, the undersigned, a Notary Public in and for said County, personally came CHARLOTTE A. HINER, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

..WITNESS my hand and notarial seal at OMAHA in said County the day and year last above written.

Jeanette Schneiderwind  
NOTARY PUBLIC



STATE OF NEBRASKA  
COUNTY OF DOUGLAS

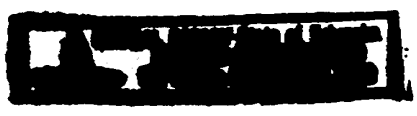
SS.

BOOK 771 PAGE 58

On this 1 day of March, 1986, before me, the undersigned, a Notary Public in and for said County, personally came RANDALL B. SCHWARTZ, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at OMAHA in said County the day and year last above written.

Jeanette Schneiderwind  
NOTARY PUBLIC



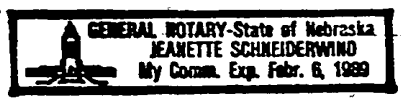
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

SS.

On this 12 day of April, 1986, before me, the undersigned, a Notary Public in and for said County, personally came PATRICIA D. RYAN, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at OMAHA NE in said County the day and year last above written.

Jeanette Schneiderwind  
NOTARY PUBLIC



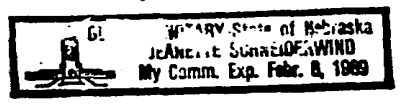
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

SS.

On this 12 day of April, 1986, before me, the undersigned, a Notary Public in and for said County, personally came L. A. MONSON & DIANE K. MONSON, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at OMAHA, NEBRASKA in said County the day and year last above written.

Jeanette Schneiderwind  
NOTARY PUBLIC



"Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any annual assessment not paid within Ten (10) days after the due date shall be delinquent and shall be subject to a \$10.00 service charge. Any special assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency 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 non-use of the Common Area or abandonment of his lot."

5. Article XI, Section 3 is hereby amended to read as follows:

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Executed the day and year first above written.

Legal Description of Lots  
Owned: (All in Grover Gallery)

Signature of  
Owners

1

*Carroll J. ...*

2

*is ...*

3

*Paul R. ...*

4

*Paul R. ...*

5

*Paul R. ...*

6

*Paul R. ...*

7

*Paul R. ...*

8

9

*Paul R. ...*

10

*Paul R. ...*

11

*Paul R. ...*

12

*Paul R. ...*

13

14

*Paul R. ...*

15

*Paul R. ...*

16

17

*Paul R. ...*

18

*Paul R. ...*

19

*Paul R. ...*

20

*Franklin H. Vandenberg*

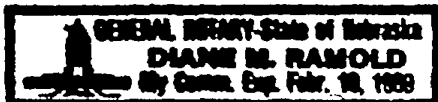
STATE OF Nebraska  
COUNTY OF Douglas

BOOK **771** PAGE **60**

SS.

On this 25<sup>th</sup> day of February, 1986, before me, the undersigned, a Notary Public in and for said County, personally came Franklin H. Vandenburg II, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.



Diane M. Ramold  
NOTARY PUBLIC

"Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any annual assessment not paid within Ten (10) days after the due date shall be delinquent and shall be subject to a \$10.00 service charge. Any special assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency 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 non-use of the Common Area or abandonment of his lot."

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Executed the day and year first above written.

Legal Description of Lots Owned: (All in Grover Gallery)

Signature of Owners

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

*[Handwritten signatures for lots 1 through 20]*

*[Handwritten signature: James J. Bryant James D. Bryant]*



STATE OF Nebraska  
COUNTY OF Douglas

BOOK. **771** PAGE **62**

ss.

On this 27 day of February, 1986, before me, the undersigned, a Notary Public in and for said County, personally came James D. Bryant and Jeanne Hudson Bryant, personally known to me to be the identical persons whose names are affixed to the above Amendment to Declaration, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.

Jan M. Schutz  
NOTARY PUBLIC

 JAN M. SCHUTZ  
GENERAL NOTARY-STATE OF NEBR.  
My Comm. Exp. Mar. 10, 1989

BK 771 Del VF N 87-13 Fee \$56.50  
PG 54 Indx 1N/1 87-13 etc MC BC  
OF Musc Comp 1N Comp 1P

RECEIVED  
1986 APR 16 PM 4:02  
GEORGE J. DRALLENOZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

6134F Misc