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INSTRUMENT NUMBER

2018-26783

11/13/2018 10:56:15 AM

Lloyd J. Dowding

REGISTER OF DEEDS



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INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2842
402-593-5773

*R&R
Carmen Short
8603 meadows Pkwy
Omaha Ne 68138*

A

BY-LAWS
OF
THE MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

- (a) REGISTERED OFFICE: The registered agent of the corporation shall be Douglas W. Ruge, II, and the registered office shall be 14769 California Street, Omaha, Nebraska, 68154.
- (b) PRINCIPAL OFFICE: The principal office of the corporation shall be located at the management's office. Meetings of the members and directors may be held at such places within the State of Nebraska as may be designed by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Property Owners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Second Amended Declaration and Release dated 5/24/76, and filed at Book 49, Page 281 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and that property burdened by a common area easement for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or land occupied by a _____ unit within the homeowner's regime with the exception of the Common Area or Common Area Easement.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or unit which is a part of the Properties.

Section 6. "Declarant" shall mean and refer to The Meadows Property Owners' Association, Inc., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Second Amended Declaration and Release applicable to the Properties recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, at Book 49, Page 281 of the Miscellaneous Records.

B.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Notice" shall mean written notice to the last address of the member appearing on the Associations records. Notice may be by e-mail or by electronic transmission when authorized in writing by the members. Notice may also be by resolution in the case of notice of Board Members.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of members shall be held on the third Sunday in January and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid or by e-mail if the member gives written permission at least 15 days before such meeting to each member entitled to vote, addressed to the member's address or e-mail last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. Members shall serve a term of three (3) years at each annual meeting where the term of a member(s) shall expire, the members shall elect a director(s) for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations may be made from the floor at the annual meeting or by the Board. Nominated individuals must be owners.

Section 2. Election. Election to the Board of Directors shall be secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice if fixed at a meeting of Directors, or with notice if not. Notice may be by e-mail if written permission is given by the Director. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

D.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties or fines which shall be liens which can be foreclosed for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for the infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration to the general Association or which may be delegated by vote of the Association;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, or
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

- E
- (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
 - (d) Issue, or to cause an appropriate officer to issue, upon demand by any owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) Cause the common area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President may issue certificates stating the status of payment by any assessments.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and e-mail or other electronic information, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer or such person hired by the Board shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; the treasurer shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer may issue certificates stating the status of payment of any assessments.

ARTICLE IX

COMMITTEES

The Association may shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

G

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Each member is obligated to pay to the Association assessments and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein for nonuse of the Common Area or abandonment of his lot. Association dues pay for the following items: exterior painting (excluding entrance doors), snow removal (driveways only), lawn service (fertilizing, weed prevention, mowing), trash removal, water and sewer fees; replacement and repair of existing guttering, repair and replacement of driveways and sidewalks, and fees for C.P.A. The Association is not responsible for the following items: removal of snow from sidewalks, watering of any lawn areas not covered by underground sprinkler systems, homeowners insurance, repair or replacement of patios or decks, replacement of siding, repair or replacement of doors, garage doors or windows, repair or replacement of roofing. The Association is not responsible for maintenance, repair or replacement of any items not specifically mentioned in the By-Laws or Covenants. The trees and bushes planted in front of the units between driveways are on private property and are not the association's responsibility. The association does, however, mow, fertilize, weed and insect control the grass on these areas.

All property owners who are delinquent on their monthly assessments will be published monthly, giving the name of the owner, address and amount delinquent.

All property owners have right to know who is in default in the payment of any assessment.

ARTICLE XII

PRINCIPAL OFFICE: The principal office of the corporation shall be located at the management's office. Meetings of the members and directors may be held at such places within the State of Nebraska as may be designated by the Board of Directors.

H..

ARTICLE XIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each directors and officer of the corporation shall be indemnified by the corporation against all costs and expenses (including counsel fees) reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a director of the corporation (whether or not he continued to be a director or officer at the time of incurring such cost or expense), except in cases of gross negligence or willful misconduct. The right of indemnification herein provided shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy

APPROVED AT A FULLY AND REGULAR CALLED MEETING OF THE BOARD
BY A MAJORITY OF A QUORUM OF MEMEBRS PRESENT ON THE _____ DAY OF
_____, _____.

SECRETARY

PRESIDENT

I

ARTICLE XIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each directors and officer of the corporation shall be indemnified by the corporation against all costs and expenses (including counsel fees) reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a director of the corporation (whether or not he continued to be a director or officer at the time of incurring such cost or expense), except in cases of gross negligence or willful misconduct. The right of indemnification herein provided shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy

APPROVED AT A FULLY AND REGULAR CALLED MEETING OF THE BOARD
BY A MAJORITY OF A QUORUM OF MEMEBRS PRESENT ON THE 8th DAY OF
December, 2015.

Carin F. Short
SECRETARY
Carin Short

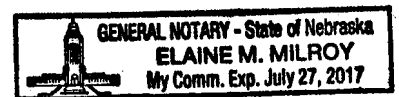
Pat Lang
PRESIDENT
Pat Lang

STATE OF NEBRASKA)

COUNTY OF SARPY)

Subscribed and sworn to before me this 10th day of November, 2015.

Elaine M. Milroy
Notary Public



Exp July 27, 2017

J

THIRD AMENDED AND RESTATED DECLARATION

THIS THIRD AMENDED DECLARATION AND RELEASE made on the date hereinafter set forth by the undersigned, the owners as of the date hereof of in excess of eight percent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86; The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

WITNESSETH:

WHEREAS, The Meadows, Inc., the Declarant, caused to be executed a certain Declaration, dated July 27, 1973, and filed at Page 645 through Page 645 H of Book 46 of the Miscellaneous Records in the office of the Register of Deeds of Sarpy County, Nebraska, hereinafter referred to as "Declaration", concerning the following described real estate, to-wit: Lot 1 through 51, inclusive, Meadows Replat of Lot 9, The Meadows, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Declarant, in the manner provided in said Declaration, did annex to said Declaration certain of the above described real estate, extending to each lot so annexed all terms and conditions of said Declaration, which Supplementary Declaration hereinafter referred to as Supplementary Declaration was dated April 22, 1974, and filed at Page 224 and Page 225 of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, The Declarant, as well as certain other owners, executed and/or ratified certain amendments to the above Declaration which were contained in an Amended Declaration, hereinafter referred to as Amended Declaration, dated the 18th day of April, 1974, and recorded

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at Pages 226 through 226 K of Book 47 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, which Amendment and Ratification subjected certain of the above described real estate to the provisions of said Declaration, as amended; and

WHEREAS, the Second Amended Declaration and Release was filed on or about May 24, 1986 signed by at least eighty percent (80%) of owners of the Association; however, seventy percent (70%) of owners is now required to amend since it is more than twenty years from the Second Amended Declaration.

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by seventy percent (70%) or more of the Lot Owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of seventy percent (70%) of the lots subject to said Declaration, and it is the desire of the undersigned to make certain amendments to said Declaration

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby made a contractual part hereof, and in consideration of the execution of this agreement by other homeowners within the real estate first-above described, the undersigned declare as follows:

ARTICLE I

DEFINITIONS

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

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.

Section 3. "Properties" shall mean and refer to that certain real estate located in Sarpy County, Nebraska, and legally described at the beginning of the Third Amended and Restated Declaration as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing in Book 5, Page 86 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 14 through 17, inclusive, part of Lot 13, and part of Lots 81 through 83, inclusive, all in The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska, and being more particularly described as follows:

M.

Beginning at the Southeasterly corner of said Lot 17, The Meadows Replat II, said point being on the Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 21.77 feet, said curve having a long chord which bears N61°52'33"W a distance of 21.77 feet; thence N34°05'59"E a distance of 87.44 feet; thence N55°54'01"W a distance of 131.33 feet; thence S34°05'59"W a distance of 87.53 feet to a point on said Northerly right-of-way line of Meadow Ridge Road; thence Northwesterly, along said Northerly right-of-way line of Meadow Ridge Road, on a curve to the right with a radius of 739.69 feet a distance of 47.62 feet, said curve having a long chord which bears N49°00'06"W a distance of 47.61 feet to the Southwesterly corner of said Lot 14, The Meadows Replat II; thence N52°29'55"E, along the Westerly line, extended, of said Lot 14, The Meadows Replat II, a distance of 192.24 feet to a point on the Southerly line of Lot 86; The Meadows Replat II; thence S44°57'07"E, along said Southerly line of Lot 86, The Meadows Replat II, a distance of 55.62 feet to the Southeasterly corner of said Lot 86, The Meadows Replat II, thence S11°26'12"E a distance of 101.63 feet to the Northeasterly corner of said Lot 17, The Meadows Replat II; thence S27°16'51"W, along the Easterly line of said Lot 17, The Meadows Replat II, a distance of 104.76 feet to the Point of Beginning;

and

All of Lots 51 through 55, inclusive, The Meadows Replat II, a replat of Lot 7, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 9, Page 6 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 1 through 16, inclusive, The Meadows Replat III, a replat of Lot 6, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 8 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Lots 48 through 55, inclusive, The Meadows Replat IV, a replat of Lot 5, The Meadows, a subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

and

All of Outlot 1, The Meadows Replat VI, said subdivision located in part of the NW ¼ of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; appearing at Book 6, Page 49 of the Plat Book Records of the Register of Deeds of Sarpy County, Nebraska;

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Section 4. "Common Area" shall mean all of that portion of the Properties which is owned and maintained by the Association pursuant to the Third Amended and Restated Declaration. The Common Area is subject to an easement for the common use and enjoyment of all Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land accepted by a dwelling unit within the homeowners regime, plat or replat of the Properties, with the exception of the Common Area and structures.

Section 6. "Declarant" shall mean and refer to The Meadows, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and in and to any clubhouse, swimming pool or related facilities over which the Association has jurisdiction, which said right and easement of enjoyment 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 of said recreational facilities, and by contract to extend the right to use such recreational facilities to nonmembers of the Association upon payment of required fees and charges provided they are accompanied guests of the owners;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an order 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;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, subject to any then existing ground leases, and ingress and egress requirement in connection therewith, to any public agency or nonprofit corporation for use for purposes similar to those for which the Association was formed, and to any public authority or utility company for such purposes and subject to such conditions as may be agreed to by the Owners and/or members of the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner not less than 30 days or more than 60 days in advance;
- (d) The right of the Association to limit the number of guests of Owners on recreational facilities;

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- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area and facilities and the rights of such mortgagee in said Common Area and facilities shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and rules and regulations established by the Association, his right of enjoyment of the Common Area and facilities, together with any right, license, privilege or easement conferred upon such owner by this Declaration, to the members of his family, his tenants, and contract purchasers.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the Properties shall be a member of the Association; however, this shall be only one vote per lot or unit. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each owner of a lot or unit 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; and (2) 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 pass to his successors in title and run with the land.

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, repair improvements or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming

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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 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 maintenance shall consist of painting, repair and replacement of gutters, downspouts, trees and shrubs, except trees and shrubs planted by owners directly outside and adjacent to their unit, grass, driveways, and private drives and private roads and sidewalk replacement. 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, any work covered by Article IX(b) or any item not specifically covered by this Declaration or the By-Laws. Assessments shall also cover accounting and legal fees, trash pickup, water (but not the lines securing the units) and insurance at the election of the Board or Association. 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 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 revenues derived from other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be Uniform in amount. The Budget and Assessments shall be approved and ratified by the directors at a meeting prior to any other business to be undertaken at said meeting.

Section 4. Maximum Annual Assessment. The annual assessment may be raised by up to five percent (5%) from year to year. To exceed a five percent (5%) increase, there must be approval of two-third (2/3) members attending at the annual special meeting of members

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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 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

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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 6. Notice and Quorum for any Action Authorized under Section 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) 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 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. 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 9. 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 highest rate allowed by law but not exceeding fifteen percent (15%) 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 nonuse of the Common Area or abandonment of his Lot. The Association shall be awarded any of its costs and attorney's fees to collect on assessments. The Association may also impose reasonable fines for violations of the Covenants or By-Laws or Rules and Regulations passed by the Board which fines shall be treated the same as assessments and can be foreclosed upon and awarded costs and attorney's fees.

Section 10. 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.

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

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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 locations within thirty (30) days after, said plan 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 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. 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 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 which shall necessitate the repairs 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 ten (10) days after 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 shall fail to appoint the

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third 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 expenses of its own attorneys and witness 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 Board or Architectural Control Committee.

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 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 as the Association's offices,

If written permission for such placement, erection or use under (a) or (b) above is first obtained from the Board or Architectural Control 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 Board or Architectural Control 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. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties except as authorized by the Board or Architectural Control Committee. No clothes lines 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. Owners shall be responsible for cleanup of their pet's waste.

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

Section 7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used other than for human habitation, temporary or permanent, nor shall any structure of a temporary character be used for human habitation nor shall any such structure be used except as authorized by the Board or Architectural Control Committee. .

ARTICLE VIII

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. The costs of such work shall be assessed to the individual unit.

ARTICLE IX

COVENANTS FOR INSURANCE AND REPAIR

The Owner of each Lot is hereby deemed to covenant and agree as follows:

- (a) To keep the buildings on said Lot insured by a bonded company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty percent (80%) of the replacement cost thereof against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.
- (b) If a building on a lot is damaged or destroyed by fire, tornado, hailstorm or other casualty, to promptly repair and reconstruct said building, including its exterior, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If the owner does not promptly perform the necessary repairs, the Association shall have the right and power to enter upon said lot and perform them, and to collect all expenses related thereto from the owner in the same manner as an assessment against the lot involved, including lien rights and foreclosure. Repair and reconstruction under this section shall not be compulsory if the Board of Directors of the Association determines that said repair and reconstruction are not in the best interests of the Association, the Properties and the Owners.

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 provision 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 in perpetuity until extinguished or awarded by an amendment signed by seventy percent (70%) of the owners

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2010.

Signature

Address

Lot/Unit #

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public