

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by Marshall Development, Inc., a Nebraska corporation, hereinafter referred to as "Declarant"; and owners of the lots described below, who have approved this Amendment.

WITNESS:

WHEREAS, Declarant is the developer of certain property in Lincoln, Lancaster County, Nebraska, which is more particularly described as follows:

*N^o
Block*
Lots 1 through 8, Block 1, and Outlot "A", Round Table Heights Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 19, Block 1; and Lots 1 through 9, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2 and Lots 1 through 3, Block 3, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska;

Lots 1 through 12, Block 1, and Lots 1 and 2, Block 2, Round Table Heights Third Addition, Lincoln, Lancaster County, Nebraska.

WHEREAS, these covenants amend those restrictive covenants previously filed at Instrument No. 92-20556; 94-16016 and 94-32155 of the records of the Register of Deed's of Lancaster County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which run with the real property and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1.

Definitions:

Section 1. "Association" shall mean and refer to Round Table Heights Owners Association, its successors and assigns.

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 property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, including mortgages and deeds of trusts.

Section 3. "Property" 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 improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

OK
Outlot A, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska.

The common area cannot be mortgaged or conveyed without the consent of at least two-thirds of the lot owners (excluding the developer), and shall not be available for use by any party other than the owners, without approval of 100 percent of a vote of 100 percent of lot owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Marshall Development, Inc., a Nebraska corporation, its successors and assigns and those successors and assigns who acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE 2.

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 facilities situated upon the common area.
- (b.) the right of 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 or her lot, remains unpaid and for a period not to exceed 60 days for any infraction of its published rules, bylaws and regulations.
- (c.) the right of the Association to dedicate, convey or mortgage all or any part of the common area to any public agency, authority, lender or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, conveyance or encumbrance shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded with the Register of Deeds of Lancaster County, Nebraska.
- (d.) If ingress or egress to any lot is through the common area, any conveyance or encumbrance of such area shall be subject to the respective lot owner's easement.

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 3.

Membership and Voting Rights:

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association and shall have voting rights in the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. 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 for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member 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, 1996.

ARTICLE 4.

Covenant for Maintenance Assessments.

Section 1. Creation of the lien and personal obligation of assessments.

The declarant, for each lot owned within the property, hereby covenants, and each owner of any lot by acceptance of a Deed, 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 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 assessment shall not pass to the owners, successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residence in the property and for the improvement and maintenance of the common area, and of the home situated upon the property.

Section 3. Maximum Annual Assessment. Commencing January 1, 1995, the maximum annual assessment per lot shall be \$50.00. From and after January 1, 1996, any increase in annual assessments in reference to each of the respective lots shall only occur by appropriate action of the Board of Directors and by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Purpose of Annual Assessment. The purpose of the maximum annual assessment is to pay for the cost of the maintenance of the Common Area which maintenance is to include but not limited to the following:

- (a.) Snow removal from all private streets, sidewalks, parking lots and driveways located upon the Common Area.
- (b.) The care and maintenance of the lawn, trees, and shrubs located upon the Common Area which includes the planting screen.
- (c.) The care and maintenance of all recreational equipment required to be installed upon the commons at the Declarant's expense by the City of Lincoln, Nebraska.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 3 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 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 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 Sections 3 and 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 of such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7. Uniform rate of assessment. Both annual and special assessments may 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 annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area or January 1, 1995, whichever is later. 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. 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 unless established on a monthly basis, shall be January 1 of each year. 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 specific 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 rate of ten percent (10%) per annum. The Association may bring an action at law or in equity, against the owner personally obligated to pay the same or foreclose the lien upon the property. No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the common area or abandonment of his or her lot.

Section 10. Subordination of the lien to mortgages and deeds of trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or exercise of power of sale under a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lots from liability or any assessments thereafter becoming due or from the lien thereof.

Section 11. Collection of Assessments. Holders of liens under mortgages and Deeds of Trust, as mortgages, or beneficiaries shall not be required to collect assessments in behalf of the Association. In addition, nothing contained herein together with failure to pay any assessments shall constitute a default under an insured mortgage or Deed of Trust.

ARTICLE 5.

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 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 restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and conditions of this declaration shall run with and bind the land, for a period of thirty years from and after the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This declaration may be amended during the first thirty years by an instrument signed by not less than 75 percent of the lot owners and thereafter by an instrument signed by not less than two-thirds (2/3) of the lot owners. Any amendment to these covenants shall be recorded with the Register of Deed's Office of Lancaster County, Nebraska.

Section 4. Annexation. Any additional residential property in common areas may be annexed to the property with the consent of 75 percent 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 property, dedication of common area and amendment of this declaration of covenants, conditions and restrictions.

Dated: December 29, 1994.

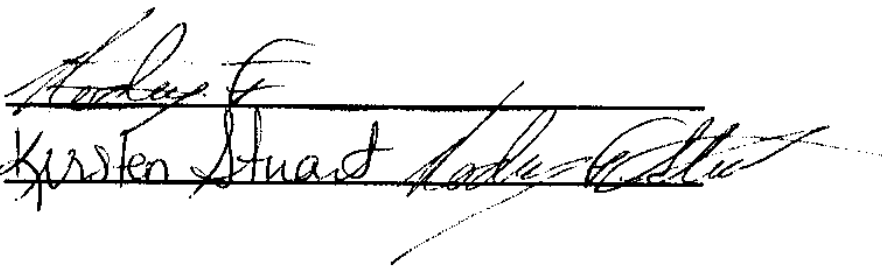
We hereby approve the /^{amended} Declaration of Covenants, Conditions and restrictions regarding the real estate described herein, and direct that the same after approval, be recorded with the Register of Deed's Office of Lancaster County, Nebraska.

Signature of Lot Owner(s):

ROUND TABLE HEIGHTS ADDITION:

Lot 1, Block 1

Lot 2, Block 1


Kristen Stuart

Lot 3, Block 1
 Lot 4, Block 1
 Lot 5, Block 1
 Lot 6, Block 1
 Lot 7, Block 1
 Lot 8, Block 1

P. John VanLobben Kathy VanLobben
Louise & Paul O
Mildred D. Johnson & Harold Johnson
 "

ROUND TABLE HEIGHTS FIRST ADDITION:

Lot 1, Block 1
 Lot 2, Block 1
 Lot 3, Block 1
 Lot 4, Block 1
 Lot 5, Block 1
 Lot 6, Block 1
 Lot 7, Block 1
 Lot 8, Block 1
 Lot 9, Block 1
 Lot 10, Block 1
 Lot 11, Block 1
 Lot 12, Block 1
 Lot 13, Block 1
 Lot 14, Block 1
 Lot 15, Block 1
 Lot 16, Block 1
 Lot 17, Block 1
 Lot 18, Block 1
 Lot 19, Block 1

Donald L. McKee & Sylvia C. McKee
Wayne D. Shewe & Charlene Shewe
Edith A. & Helen B. Anderson
Carroll Linnap & John Linnap
Terry D. Swain & Kathy J. Swain

Shawn Swisher & Shelley Swisher

Joyce W. & Amy C. Walton
Carolyn S. Fox
Gene Marshall & Cheryl Marshall
Shirley Rieger & Mary Rieger

Lot 1, Block 2
 Lot 2, Block 2
 Lot 3, Block 2
 Lot 4, Block 2
 Lot 5, Block 2
 Lot 6, Block 2
 Lot 7, Block 2
 Lot 8, Block 2
 Lot 9, Block 2

Scott Clayton & Lisa Clayton
Martin Alstadt & Tamara Alstadt
Karin Horn & Will Horn
Michelle Bailey & Alan P. Bailey

Sharon Miller & John Miller
William & Kimberly Lab
Gene Marshall

ROUND TABLE HEIGHTS SECOND ADDITION

Lot 1, Block 1
 Lot 2, Block 1

Charles R. Kreikemeier & Kathryn R. Kreikemeier
Cliff E. & Judy Lindholm

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 1, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 30 day of January, 1995, before me personally appeared Richard T. & Kirsten L. Stewart, owners of Lot 2, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

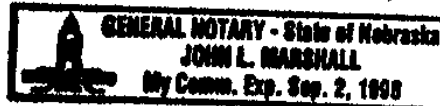
STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 3, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

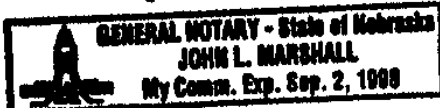
On this 17 day of January, 1995, before me personally appeared P. Schmitz & Katya Vouackeen, owners of Lot 4, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 3rd day of February, 1995, before me personally appeared Richard L. & Lucile L. Townsend, owners of Lot 5, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

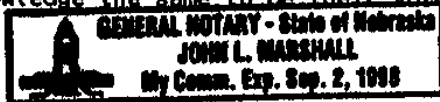
STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 6, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 6 day of January, 1995, before me personally appeared Mildred & Robert Johnson, owners of Lot 7, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 8, Block 1, Round Table Heights Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 29th day of December, 1994, before me personally appeared Donald & Regina McKee, owners of Lot 1, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 16th day of January, 1995, before me personally appeared Wynne DeMarlene Grove, owners of Lot 2, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 25 day of January, 1995, before me personally appeared Brett W & Helen R. Anderson, owners of Lot 3, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

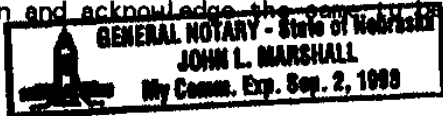
On this 30 day of January, 1995, before me personally appeared A. Dawn & Corneal D. Daulton, owners of Lot 4, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 16 day of January, 1995, before me personally appeared Terry D & Kathy J. Swain, owners of Lot 5, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 30 day of January, 1995, before me personally appeared A. Dawn & Corneal A. Daulton, owners of Lot 6, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

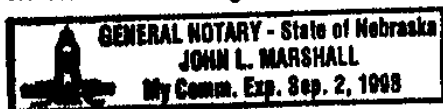
STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ____ day of _____, 199__, before me personally appeared _____, owners of Lot 7, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 23 day of January, 1995, before me personally appeared Sharon & Shelley Swisher, owners of Lot 8, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 9, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 10, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 11, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 12, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 13, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199__, before me personally appeared _____, owners of Lot 14, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 2 day of February, 1995, before me personally appeared Gerold & Amy C. Weston, owners of Lot 15, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 3 day of January, 1995, before me personally appeared Carolyn J. Fox, owners of Lot 16, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199___, before me personally appeared _____, owners of Lot 17, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 5th day of February, 1995, before me personally appeared Harold E. & Maryk Leane owners of Lot 19, Block 1, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

John Marshall
Notary Public



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199___, before me personally appeared _____, owners of Lot 1, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 22 day of January, 1995, before me personally appeared Scott & Lisa Clayton, owners of Lot 2, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Cheryl E. Marshall
Notary Public



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 27 day of January, 1995, before me personally appeared Martin D. & Tamara Albert owners of Lot 3, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

John Marshall
Notary Public



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 18 day of January, 199___, before me personally appeared Karen & Timothy Horn, owners of Lot 4, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

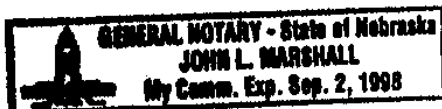
John Marshall
Notary Public



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 18th day of January, 1995, before me personally appeared Allan R. & Michele Bailey, owners of Lot 5, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

John Marshall
Notary Public



STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199___, before me personally appeared _____, owners of Lot 6, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

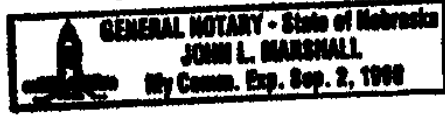
On this 30 day of January, 1995, before me personally appeared Shawn A & Lori M. Miller, owners of Lot 7, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

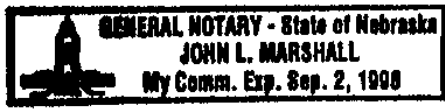
On this 21 day of January, 1995 before me personally appeared Timberly & Gary Leub, owners of Lot 8, Block 2, Round Table Heights First Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 24 day of January, 1995 before me personally appeared Charles R & Kathryn M. Muehlenberg, owners of Lot 1, Block 1, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 26 day of January, 1995, before me personally appeared Missouri E. & Judith A Lindholm, owners of Lot 2, Block 1, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

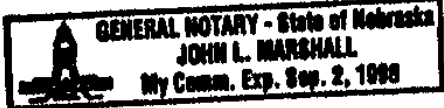
STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this ___ day of _____, 199___, before me personally appeared _____, owners of Lot 3, Block 1, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

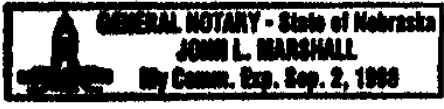
On this 3 day of January, 1995 before me personally appeared Jack H & Laurie Gregg, owners of Lot 5, Block 1, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

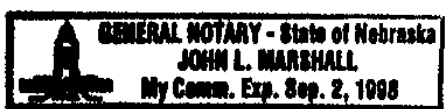
On this 29 day of December, 1994, before me personally appeared Lawrence C. McKee, owners of Lot 2, Block 2, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 30 day of January, 1995, before me personally appeared Joey D. & Corale J. Capp, owners of Lot 3, Block 2, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 31 day of January, 1995, before me personally appeared Mitchell & Stanik Neal, owners of Lot 4, Block 2, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



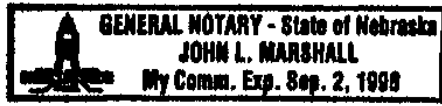
John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 23 day of January, 1995, before me personally appeared Peter W. Tron & Thuy Thi Ho, owners of Lot 5, Block 2, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



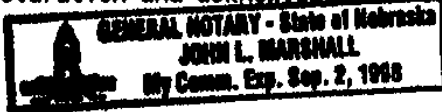
John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 18 day of January, 1995, before me personally appeared Gerald & Caple H. Vanovergon, owners of Lot 6, Block 2, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 27 day of December, 1994, before me personally appeared Joseph E. & Dorothy McFee, owners of Lot 1, Block 3, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 27 day of January, 1995, before me personally appeared Van Tran, Thuy Van, My Tran, owners of Lot 2, Block 3, Round Table Heights Second Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



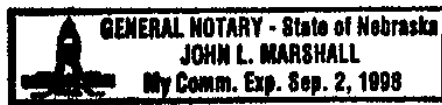
Cheryl E. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 26 day of January, 1995, before me personally appeared Jerry L. & Janice L. Helbohn, owners of Lot 5, Block 1, Round Table Heights Third Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



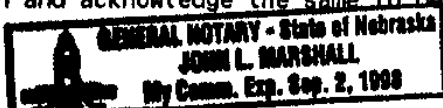
John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 20 day of January, 1995, before me personally appeared Angela M. & Ronald A. Ziggia-Fox, owners of Lot 7, Block 1, Round Table Heights Third Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



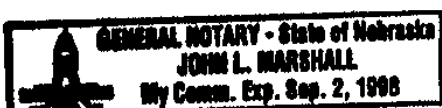
John L. Marshall
Notary Public

STATE OF NEBRASKA)

LANCASTER COUNTY)

) ss.

On this 18 day of January, 1995, before me personally appeared Sharon & James Graham, owners of Lot 8, Block 1, Round Table Heights Third Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.



John L. Marshall
Notary Public

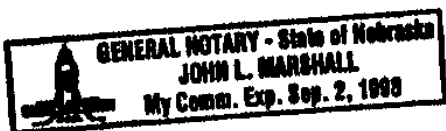
STATE OF NEBRASKA

LANCASTER COUNTY

)
) ss.
)

On this 3 day of January, 1995, before me personally appeared Mary & Joseph Odgers, owners of Lot 2, Block 2, Round Table Heights Third Addition, Lincoln, Lancaster County, Nebraska, whose name(s) are affixed to the above declaration and acknowledge the same to be their voluntary act and deed.

John Marshall
Notary Public



LANCASTER COUNTY, NEB

REGISTER OF DEEDS

MAR 9 3 23 PM '95

INST. NO 95 - 5946

BLOCK

CODE

CHECKED

ENTERED

EDDED

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ROTAHE1
ROTAHE2
ROTAHE3

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P. Kent P. O. Box
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