

49-291

SECOND AMENDED DECLARATION  
AND RELEASE

THIS SECOND 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 eighty per cent (80%) of all the following described lots in Sarpy County, Nebraska, to-wit:

All of Lots 1 through 61, inclusive, of Meadows Replat of Lot 9, The Meadows; All of Lots 1 through 104, inclusive of The Meadows Replat III, a replat of Lot 6, The Meadows; and All of Lots 1 through 91, inclusive of Meadows Replat II, a replat of Lot 7, The Meadows; All of Meadows Replat IV, a replat of Lot 5, The Meadows, subdivisions, in Sarpy County, Nebraska, as surveyed, platted and recorded.

W I T N E S S E T H :

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 61, 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 of the undersigned, 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 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, since the date of execution of Declaration, Supplementary Declaration and Amended Declaration, certain economic and market changes have occurred which make it impractical to anticipate development of certain of the area in the manner consistent with the intent of said Declaration, Supplementary Declaration and Amended Declaration; and

WHEREAS, the undersigned agree that it is in the best interests of promoting the development of all the first above described real estate that certain of said real estate be released from the Declaration, Supplementary Declaration and Amended Declaration, as executed and ratified, and that a Declaration be executed with respect to the remainder of said real estate for the purpose of protecting the value and desirability of all of said real estate; and

WHEREAS, said Declaration, as amended, provides for its Amendment by an instrument signed by eighty per cent (80%)

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or more of the Lot owners covered by said Declaration, as amended, and the undersigned are the owners of in excess of eighty per cent (80%) of the lots subject to said Declaration, and it is the desire of Declarant to make certain amendments to said Declaration and to release from said Declaration certain of the above real estate.

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:

A. RELEASE

That the Declaration, the Supplementary Declaration, the Amended Declaration, and any other protective covenants, easements, restrictions and conditions heretofore existing be waived and discharged as to all of the real estate first described above, except, however, that said Declaration as amended hereinafter shall continue to apply to all the real estate described in Article I, Section 3 of Part B of this Second Amended Declaration and Release.

B. AMENDMENTS

That the owners of the real estate described hereinbelow in Article I, Section 3 hereof do hereby amend the Declaration, the Supplementary Declaration and the Amended Declaration to the effect that the following easements, restrictions, covenants and conditions as herein expressed shall apply in amendment of the easements, restrictions, covenants and conditions contained in the Declaration, Supplementary Declaration and Amended Declaration, and that the following easements, restrictions, covenants and conditions instead be applied to the real estate described in Article I, Section 3 hereof:

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

Section 3. "Properties" shall mean and refer to that certain real estate located in Sarpy County, Nebraska, and legally described as follows:

All of Lots 1 through 61, The Meadows Replat, a replat of Lot 2, The Meadows, a subdivision located in part of the NW 1/4 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

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of Lot 7, The Meadows, a subdivision located in part of the NW 1/4 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 1/4 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 1/4 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 the NW 1/4 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 1/4 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.

Any description of the Properties other than those described in this Article I, Section 3 heretofore subject to certain

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covenants by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants, as above described, is hereby waived and discharged, it being the intention that the property described immediately hereinabove is the only property subject to the covenants herein contained.

Section 4. "Common Area" shall mean all of that portion of the Properties which is described and drawn on Exhibits "A" through "E" attached hereto and incorporated herein by this reference. The Common Area is subject to an easement for the common use and enjoyment of all Owners. Any description of Common Area not included in Exhibits "A" through "E" heretofore existing on any of the real estate first described above by reason of any previous Declaration, Supplementary Declaration or Amended Declaration of covenants as hereinabove referred to is hereby waived and discharged.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision, 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;

(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 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 and by persons holding mortgages on any portion of the subject property. 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 each class 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. Declarant shall have the right at any time to use so much of the Common Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the unimproved lots, except that such use may not interfere with the homeowners' use and reasonable access to the recreational facilities constructed on the Common Area nor with their right of ingress and egress to their homes;

(d) the right of the Association to limit the number of guests of Owners on recreational facilities;

(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, guests or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant will convey fee simple title to the Common Area described as Lot 61, The Meadows Replat, a Replat of Lot 9, The Meadows, as surveyed, platted and recorded, to the Association, free and clear of all encumbrances and liens, except easements, restrictions, covenants and conditions of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

(a) "Resident Members" shall be all Owners with exception for the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) "Declarant Members" shall be the Declarant and its assigns. The Declarant Member, or its successors, shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership on the earlier to occur of the following events, to-wit: (1) when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership, or (2) on December 31, 1978.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned within the Properties as defined herein hereby covenants, whether each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments or changes 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 not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively 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 or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming 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 for exterior maintenance on the homes located on the Properties, 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 exterior maintenance shall consist of exterior maintenance upon each Lot which is subject to assessment for exterior maintenance hereunder, including but not in limitation of the foregoing, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and private drives and private roads, and other improvements. Exterior 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, or any work covered by Article IX(b). 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, including any management company related to or affiliated with Declarant to furnish professional management of the properties and to provide said exterior maintenance as set forth herein.

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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 the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Maximum Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot, per month.

(a) From and after January 1, 1975, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

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 of each class of 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 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 Sections 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 sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 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 Regular annual assessments provided for herein shall commence as to all Lots on January 1, 1975. 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 rate of six per cent (6%) 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.

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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 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,

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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 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 in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint the 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 Committee.

Section 2. Buildings or Uses Other than for Residential Purposes. No building 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:

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(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 by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the 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 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; provided that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. 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.

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 sites 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. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of the construction and sale of the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes and may operate such office or offices therein for so long as

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they deem necessary for the purposes of selling, renting or leasing the Properties.

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.

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 in a company or companies authorized to do business in the State of Nebraska in a sum of not less than eighty per cent (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 any 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

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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 for the 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 during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners. Any amendment must be recorded.

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

Section 5. FHA/VA Approval. As long as there is a class of Resident Members who do not enjoy an equal vote with the Declarant membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and Amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27<sup>th</sup> day of May, 1976.

LOTS LOCATED IN MEADOWS REPLAT, A REPLAT OF LOT 9, THE MEADOWS SUBDIVISION IN SARPY COUNTY, NEBRASKA

_____	_____	Lot 1
<u>Larry Palmer</u> husband and wife	<u>Karen B. Palmer</u>	Lot 2
<u>Frank M. Korgie</u> husband and wife	<u>Linda M. Korgie</u>	Lot 3
_____	_____	Lot 4

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Charles M. Fickel Lot 5  
a single person

William L. Fittell John Little Lot 6  
husband and wife

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Lot 7

Mark Bow Marie R. Bow Lot 8  
husband and wife

See  
Page  
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for  
Kruppa

William L. Fittell John Little Lot 9  
~~husband and wife~~

John Thomas Sara M. Thomas Lot 10  
husband and wife

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Lot 11

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Lot 12

Cheryl Kay Thomsen Lot 13  
a single person

Joel K. Burnham Lot 14  
a single person

Richard M. Carroll M. Charlotte Carroll Lot 15  
husband and wife

David P. H. Melody A. Hens Lot 16  
husband and wife

R. S. Sturms Betsy J. Sturms Lot 17  
husband and wife

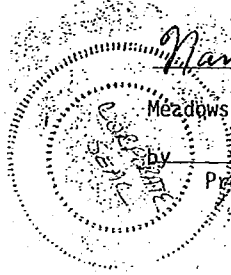
John W. Fickel Cheryl L. Frisch Lot 18  
husband and wife

\_\_\_\_\_  
Lot 19

Patti E. Kabb Lot 20  
a single person

Richard E. Bolner Brenda G. Bolner Lot 21  
husband and wife

Nancy Abraham Lot 22  
a single person



\_\_\_\_\_  
Lot 23  
President

ms.

Lot 24

Patricia J. Meadows Edgizio G. Rindone  
husband and wife

Lot 25

Jay A. Beech  
a single person

Lot 26

Lot 27

George P. Pizzi Carol Phillips  
husband and wife  
Meadows Development Company

Lot 28

by: [Signature]  
President

Lot 29

Tom Kenan Becky Kenan  
husband and wife

Lot 30

Paul B. Knutson Debra J. Knutson  
husband and wife

Lot 31

Raymond Cunningham Liz S. Cunningham  
husband and wife

Lot 32

James F. Kueckel Judy Kueckel  
husband and wife  
Meadows Development Company

Lot 33

by: [Signature]  
President

Lot 34

Rebecca Baumgarten  
a single person

Lot 35

James C. McPherson Attorney for Life Insurance Co.

Lot 36

Donald L. Hill  
a single person  
Meadows Development Company

Lot 37

by: [Signature]  
President

Lot 38

David N. Ernst  
a single person

Lot 39

James D. Marini  
a single person

Lot 40

George Hartmann  
a single person

Lot 41

*[Handwritten initials]*

Lot 42

James S. Weikert Debra S. Weikert  
husband and wife

Lot 43

Lot 44

Meadows Development Company

by [Signature]  
President

Lot 45

John C. Courtney  
a single person

Lot 46

Edward McNeil Susan McNeill  
husband and wife

Lot 47

Meadows Development Company

by [Signature]  
President

Lot 48

Meadows Development Company

by [Signature]  
President

Lot 49

Meadows Development Company

by [Signature]  
President

Lot 50

Lot 51

James E. Buttner Daria Buttner  
husband and wife

Lot 52

Terry D. Newland Trudy Newland  
husband and wife

Lot 53

George M. Reed Patricia A. Reed  
a single person  
SEE PAGE #16

Lot 54

Linda S. Ott Stephen A. Earl  
a single person

Lot 55

Larry D. Duck  
a single person

Lot 56

Meadows Development Company

by [Signature]  
President

Lot 57

Meadows Development Company

by [Signature]  
President

Lot 58

Nancy Thomas Ken Thomas  
husband and wife

Lot 59

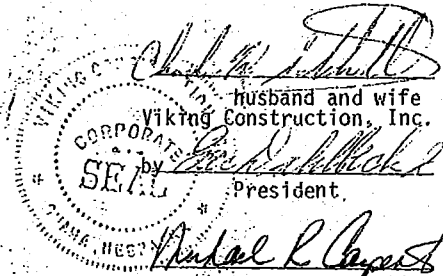
Meadows Development Company

by [Signature]  
President

Lot 60

*amp*

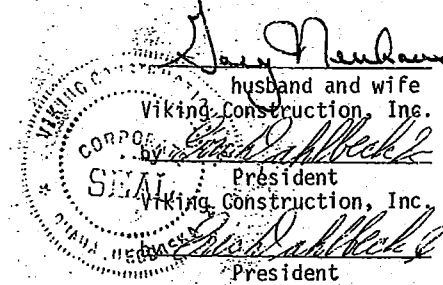
LOTS LOCATED IN MEADOWS REPLAT II, A REPLAT OF LOT 7, THE MEADOWS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA



Charles H. Schultz Barbara A. Satchell Lot 14  
husband and wife  
Viking Construction, Inc.

Charles H. Schultz Lot 15  
President.

Andal L. Carpenter Charlotte A. Carpenter Lot 16  
husband and wife



Jay Neuhaus Marionell Neuhaus Lot 17  
husband and wife  
Viking Construction, Inc.

Charles H. Schultz Lot 51  
President

Charles H. Schultz Lot 52  
President

August Johnson Barbara K. Johnson Lot 53  
husband and wife

George M. Seig Marjorie W. Seig Lot 54  
husband and wife

Pamela S. Orr Gay C. Orr Lot 55  
husband and wife

LOT LOCATED IN MEADOWS REPLAT III, a REPLAT OF LOT 6, THE MEADOWS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

J. Thompson Lisa Hough Lot 1  
husband and wife

\_\_\_\_\_ Lot 2

\_\_\_\_\_ Lot 3

Robert H. Burns Jr. Ann L. Burns Lot 4  
husband and wife

John Hart Pat Hart Lot 5  
husband and wife

Joseph L. Green Guendolyn W. Green Lot 6  
husband and wife

hmf



Mark D. Lohr

a single person  
Galaxy Construction Company

Lot 7

by David R. Roberts

Lot 8, 11, 12, 13, 14,  
15, and 16, 17 through  
104, inclusive

Robert L. Pappas Sarah A. Pappas  
a single person

Lot 9

Joseph H. Stewart Elizabeth L. Stewart  
husband and wife

Lot 10

LOT LOCATED IN MEADOWS  
REPLAT IV, A REPLAT OF  
LOT 5, THE MEADOWS, A  
SUBDIVISION IN SARPY  
COUNTY, NEBRASKA

Harold Heunder Patricia Heunder  
husband and wife

Lot 49

M. G. Stricklett Suzanne K. Stricklett  
husband and wife

Lot 50

Wm. Lynn Stewart Debra J. Stewart  
husband and wife

Lot 53

Harold F. Thomsen Garla C. Thomsen  
husband and wife

Lot 54

Porter Construction Company  
by Merrill Porter

Lot 48, 51, 52, & 55

Galaxy Construction Company

Lots 17 through 104, inclusive, The Meadows  
Replat III, a Replat of Lot 6, The Meadows.

by \_\_\_\_\_  
Secretary  
Meadows Development Company

by [Signature]  
President

Lots 1 through 13, inclusive, Lots 18  
through 50, inclusive, and Lots 56  
through 91, inclusive, of Meadows Replat II,  
a Replat of Lot 7, The Meadows.

*[Handwritten initials]*

STATE OF NEBRASKA )  
 ) as  
COUNTY OF DOUGLAS )

Before me, a notary public for said county and state Larry W. and Karen B. Palmer, Frank M. and Linda M. Korgie, Violot M. Fickel, William L. and JoAnn Tuttle, Mark J. and Marie R. Brown, William E. and Alice Giehm, John E. and Sara M. Thomas, Cheryl Kay Thomsen, Joel K. Burnham, Richard M. and M. Charlotte Carroll, David P. and Melody A. Henn, R. E. and Patsy J. Stannard, Steven W. and Cheryl L. Frisch, Patti E. Gibb, Richard E. and Brenda J. Boline, Nancy Abraham, Patricia J. and Edigio A. Rindone, Joyce A. Beernick, George W. and Carol Phillips, Lon Lemon, DVM and Becky J. Lemon, Paul B. and Debra J. Knutson, Raymond V. and Lois S. Cunningham, George F. and Sandy Knockenhauer, Rose Marie Baumgarten, Donald C. McCroden, Attorney-in-fact for Life Investors Co., Donald L. Hill, David N. Ernst, James O. Norris, Jr., Georga Heitmann, Lawson J. and Debra S. Weihing, John T. Courtney, Edward and Linda K. O'Neill, James E. and Daria Buettnner, Terry S. and Trudy Neufind, Patricia A. Jestes, Stephen A. Earl, Larry H. Schirck, Ken and Nancy Thomas, Charles W. and Barbara A. Satchell, Michael R. and Charlotte A. Carpenter, Gary and Marinell Neuhaus, Rupert E. and Barbara K. Johnson, George M. and Margaret W. Reigle, Pamela S. and Gary C. Orr, J. Lane and Kris Hough, Robert I. Burns, Jr., and Ann L. Burns, John W. and Pat Hart, Joseph L. and Gwendolyn V. Green, Mark D. Lohse, John A. and Dorothea A. Rupiper, Floyd J. and Claudia L. Howerton, Gerald and Patricia Herndon, M. G. and Suzanne K. Stricklett, William Lynn and Sydney J. Stewart, Glenn F. and Karla C. Thomsen, Joel M. Katleman, President of Meadows Development Company, David J. Rak, secretary of Galaxy Construction Company, Merrill Porter, President of Porter Construction Company, and Eric Dahlbeck, President of Viking Construction, Inc., personally acknowledged their execution of the foregoing instrument to be their voluntary act and deed.

Dated this 27 day of May, 1976

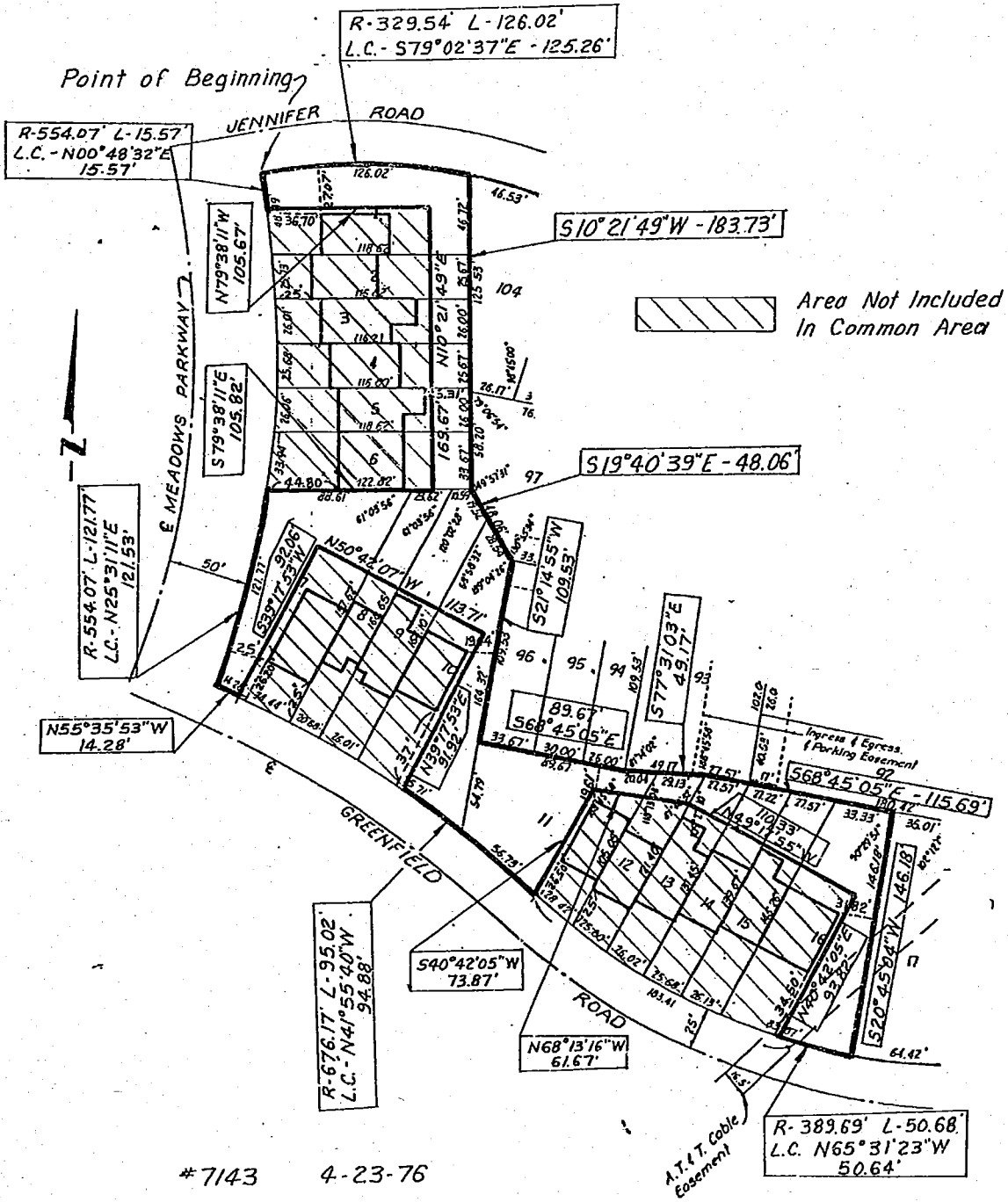


DIANA L. ORR  
General Notary-State of Nebr.  
My Commission Expires  
May 24, 1979

Diana L. Orr  
Notary Public

THE MEADOWS COMMON AREA

See Attached Sheet For Legal Description.



LEGAL DESCRIPTION  
THE MEADOWS COMMON AREA

49-2813  
EXHIBIT "A" PAGE 2

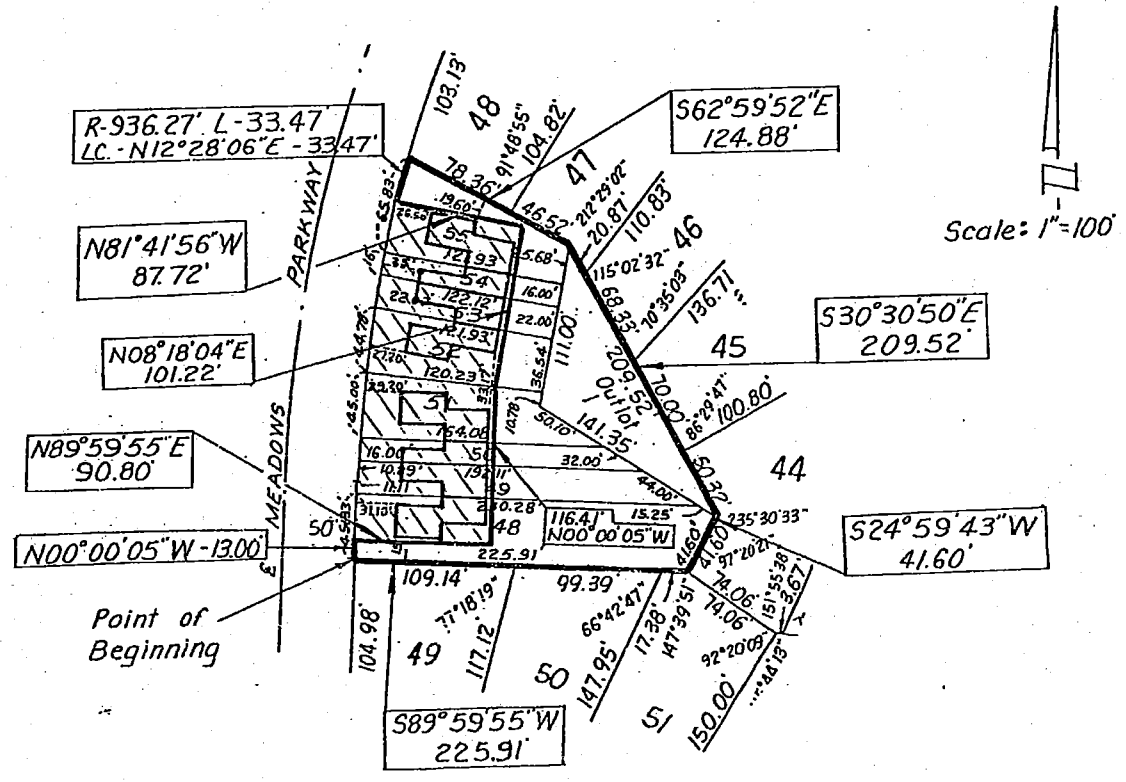
A part of Lots 1 thru 16, inclusive, The Meadows Replat III, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of Meadows Parkway and the Southerly right-of-way line of Jennifer Road, said point also being the Northwesterly corner of said Lot 1, The Meadows Replat III; thence Southeasterly, along said Southerly right-of-way line of Jennifer Road, on a curve to the right with a radius of 329.54 feet a distance of 126.02 feet, said curve having a long chord which bears  $S79^{\circ}02'37''E$  a distance of 125.26 feet to the North-easterly corner of said Lot 1, The Meadows Replat III; thence  $S10^{\circ}21'49''W$ , along the Easterly line of said Lots 1 thru 6, inclusive, The Meadows Replat III, a distance of 183.73 feet to the Southeasterly corner of said Lot 6, The Meadows Replat III; thence  $S19^{\circ}40'39''E$ , along the Southwesterly line of Lot 97, The Meadows Replat III, a distance of 48.06 feet to the Northwesterly corner of Lot 96, The Meadows Replat III; thence  $S21^{\circ}14'55''W$ , along the Westerly line of said Lot 96, The Meadows Replat III, a distance of 109.53 feet to the Southwesterly corner of said Lot 96, The Meadows Replat III; thence  $S68^{\circ}45'05''E$ , along the Northerly line of said Lot 11, The Meadows Replat III, a distance of 89.67 feet to the South-easterly corner of Lot 94, The Meadows Replat III; thence  $S77^{\circ}31'03''E$ , along the Southerly line of Lot 93, The Meadows Replat III, a distance of 49.17 feet to the Northeasterly corner of said Lot 12, The Meadows Replat III; thence  $S68^{\circ}45'05''E$ , along the Northerly line of said Lot 13 thru 16, inclusive, The Meadows Replat III, a distance of 115.69 feet to the Northeasterly corner of said Lot 16, The Meadows Replat III; thence  $S20^{\circ}45'04''W$ , along the Easterly line of said Lot 16, The Meadows Replat III, a distance of 146.18 feet to a point on the Northeasterly right-of-way line of Greenfield Road, said point also being the Southeasterly corner of said Lot 16, The Meadows Replat III; thence Northwesterly, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the right with a radius of 389.69 feet a distance of 50.68 feet, said curve having a long chord which bears  $N65^{\circ}31'23''W$  a distance of 50.64 feet; thence  $N40^{\circ}42'05''E$  a distance of 93.82 feet; thence  $N49^{\circ}17'55''W$  a distance of 110.33 feet; thence  $N68^{\circ}13'16''W$  a distance of 61.67 feet; thence  $S40^{\circ}42'05''W$  a distance of 73.87 feet to a point on said Northeasterly right-of-way line of Greenfield Road; thence Northwesterly, along said Northeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 676.17 feet a distance of 95.02 feet, said curve having a long chord which bears  $N41^{\circ}55'40''W$  a distance of 94.88 feet; thence  $N39^{\circ}17'53''E$  a distance of 91.92 feet; thence  $N50^{\circ}42'07''W$  a distance of 113.71 feet; thence  $S39^{\circ}17'53''W$  a distance of 92.06 feet to the point on said Northeasterly right-of-way line of Greenfield Road; thence  $N55^{\circ}35'53''W$ , along said Northeasterly right-of-way line of Greenfield Road, a distance of 14.28 feet to the point of intersection of said Northeasterly right-of-way line of Greenfield Road and said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 121.77 feet, said curve having a long chord which bears  $N25^{\circ}31'11''E$  a distance of 121.53 feet to the Southwesterly corner of said Lot 6, The Meadows Replat III; thence  $S79^{\circ}38'11''E$ , along the Southerly line of said Lot 6, The Meadows Replat III, a distance of 105.82 feet; thence  $N10^{\circ}21'49''E$  a distance of 169.67 feet; thence  $N79^{\circ}38'11''W$  a distance of 105.67 feet to a point on said Easterly right-of-way line of Meadows Parkway; thence North-erly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the left with a radius of 554.07 feet a distance of 15.57 feet, said curve having a long chord which bears  $N00^{\circ}48'32''E$  a distance of 15.57 feet to the Point of Beginning.

LEGAL DESCRIPTION  
THE MEADOWS COMMON AREA

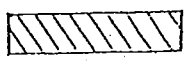
A part of Lots 48 thru 55, inclusive, The Meadows Replat IV, and all of Outlot 1, The Meadows Replat VI, said subdivision being located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th.P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 48, The Meadows Replat IV; thence N00°00'05"W (assumed bearing), along the Easterly right-of-way line of Meadows Parkway, a distance of 13.00 feet; thence N89°59'55"E a distance of 90.80 feet; thence N00°00'05"W a distance of 116.41 feet; thence N08°18'04"E a distance of 101.22 feet; thence N81°41'56"W a distance of 87.72 feet, to a point on said Easterly right-of-way line of Meadows Parkway; thence Northeasterly, along said Easterly right-of-way line of Meadows Parkway, on a curve to the right with a radius of 936.27 feet a distance of 33.47 feet, said curve having a long chord which bears N12°28'06"E a distance of 33.47 feet, to the Northwesterly corner of said Lot 55, The Meadows Replat IV; thence S62°59'52"E, along the Northerly line of said Lot 55, The Meadows Replat IV, a distance of 124.88 feet, to the Northeasterly corner of said Lot 55, The Meadows Replat IV; thence S30°30'50"E, along the Northeasterly line of said Outlot 1, The Meadows Replat VI, a distance of 209.52 feet to the Southeasterly corner of said Outlot 1, The Meadows Replat VI; thence S24°59'43"W, along the Easterly line of said Lot 48, The Meadows Replat IV, a distance of 41.60 feet to the Southeast corner of said Lot 48, The Meadows Replat IV; thence S89°59'55"W, along the South line of said Lot 48, The Meadows Replat IV, a distance of 225.91 feet to the Point of Beginning.



\*7143

4-22-76



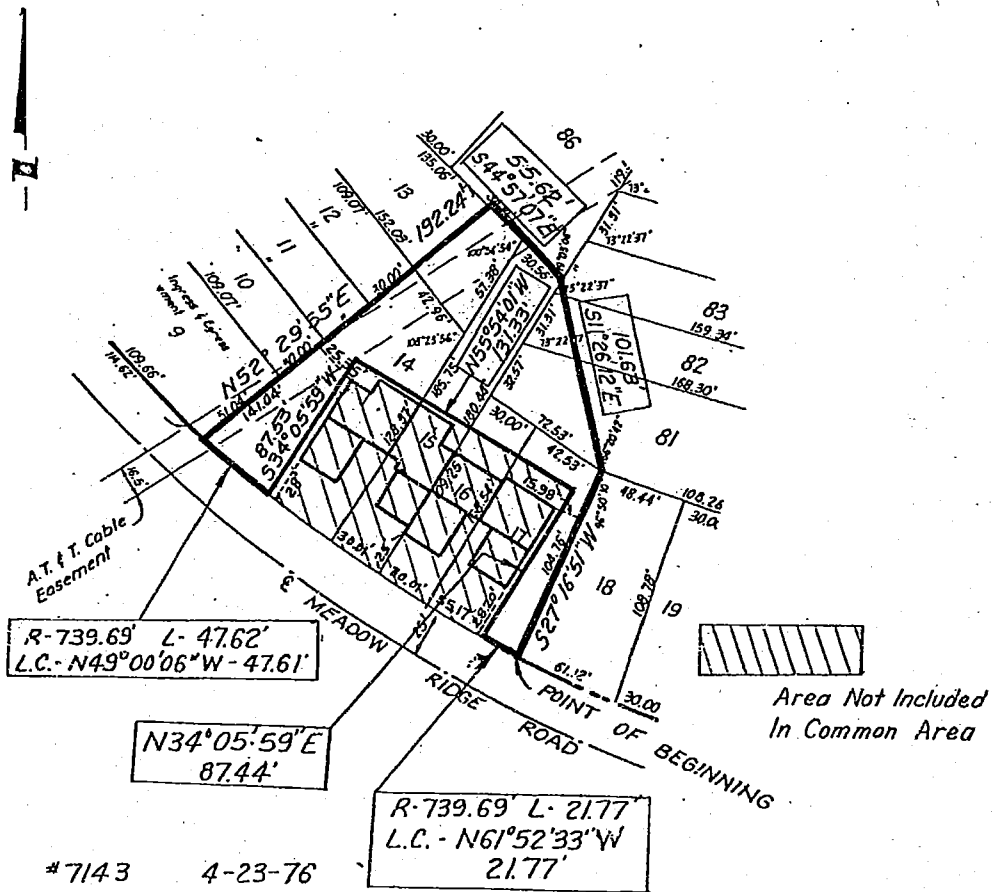
Area Not Included  
In Common Area

LEGAL DESCRIPTION  
THE MEADOWS COMMON AREA

EXHIBIT "C"  
49-281 U

A part of Lot 13, part of Lots 14 thru 17, inclusive, and part of Lots 81 thru 83, inclusive, all in The Meadows Replat II, a subdivision located in the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, 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.

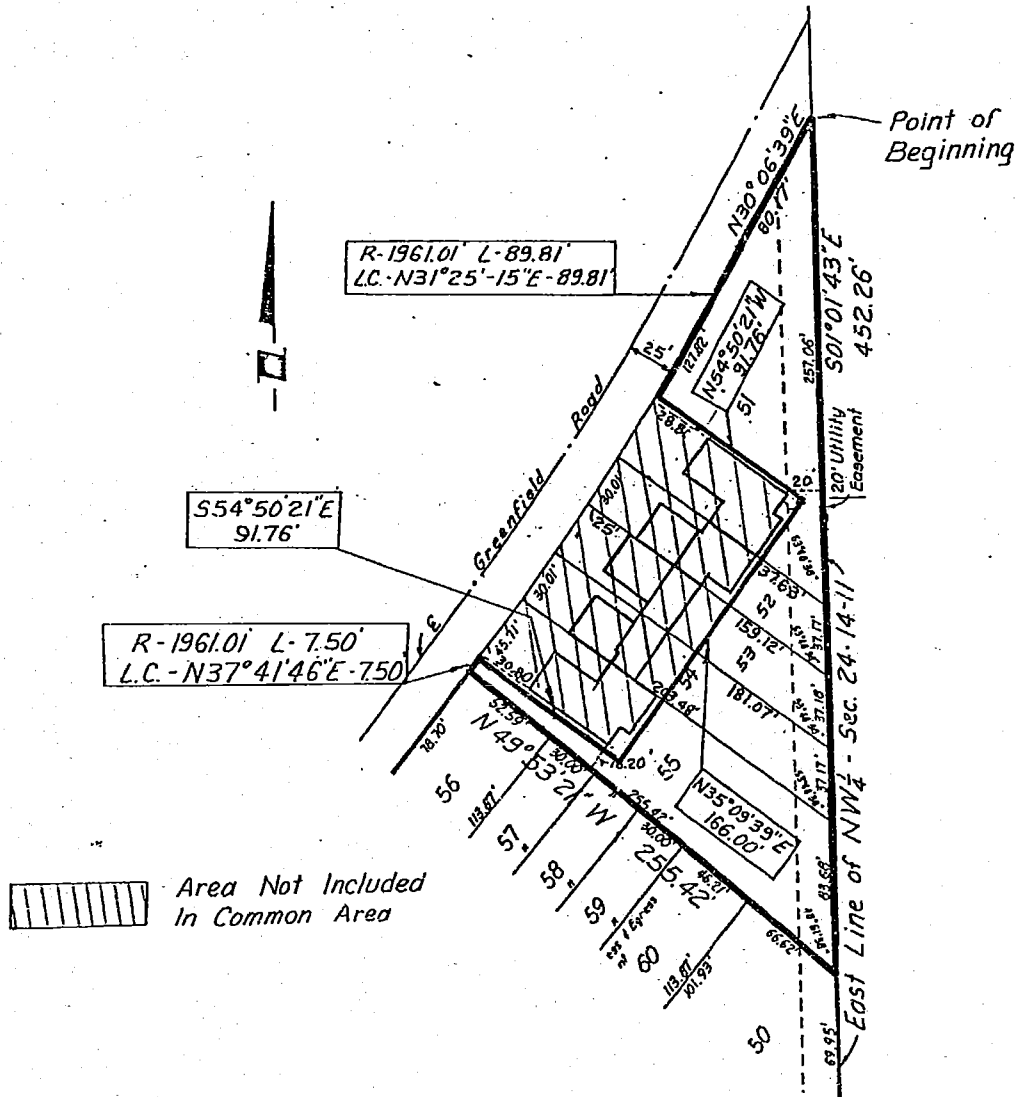


LEGAL DESCRIPTION  
THE MEADOWS COMMON AREA

EXHIBIT D.  
4-281V

A part of Lots 51 thru 55, inclusive, The Meadows Replat II, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the East line of said NW 1/4 of Section 24 and the Southeasterly right-of-way line of Greenfield Road, said point also being the Northerly corner of said Lot 51, The Meadows Replat II; thence S01°01'43"E (assumed bearing), along said East line of the NW 1/4 of Section 24, a distance of 452.26 feet, to the Southerly corner of said Lot 55, The Meadows Replat II; thence N49°53'21"W, along the Southwesterly line of said Lot 55, The Meadows Replat II, a distance of 255.42 feet to a point on said Southeasterly right-of-way line of Greenfield Road; thence Northeasterly, along said Southeasterly right-of-way line of Greenfield Road, on a curve to the left with a radius of 1961.01 feet a distance of 7.50 feet, said curve having a long chord which bears N37°41'46"E a distance of 7.50 feet; thence S54°50'21"E a distance of 91.76 feet; thence N35°09'39"E a distance of 166.00 feet; thence N54°50'21"W a distance of 91.76 feet, to a point on said Southeasterly rightofway line of Greenfield Road; thence, along said Southeasterly rightofway line of Greenfield Road on the following described courses; thence Northeasterly, on a curve to the left with a radius of 1961.01 feet a distance of 89.81 feet, said curve having a long chord which bears N31°25'15"E a distance of 89.81 feet; thence N30°06'39"E a distance of 80.17 feet, to the Point of Beginning.

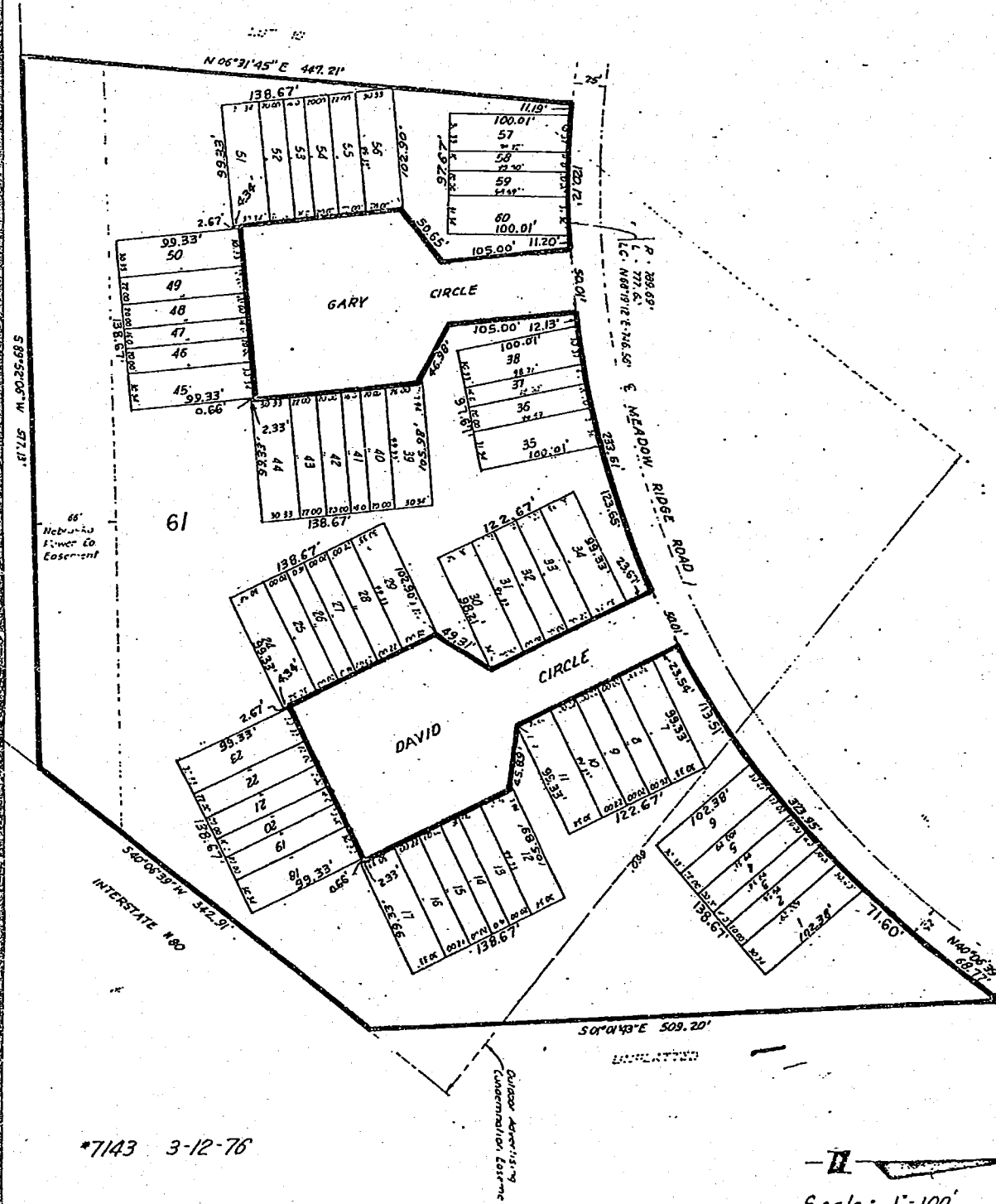


#7143 4-22-76

LEGAL DESCRIPTION  
THE MEADOWS COMMON AREA

EXHIBIT "E"  
49-281W

All of Lot 61, The Meadows Replat, a replat of Lot 9, The Meadows, a subdivision located in part of the NW 1/4 of Section 24, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.



\*7143 3-12-76

Scale: 1"=100'