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*Carol Stinson*  
REGISTER OF DEEDS  
DODGE COUNTY, NE

DECLARATION

This declaration is made the 31st day of March, 1993, by Don Peterson & Associates Real Estate Co., a Nebraska corporation (declarant).

Declarant has contracted to acquire the following real estate in Fremont, Dodge County, Nebraska:

All of Tax Lot C and part of Tax Lot D, in the Southwest Quarter of the Southwest Quarter of Section 13, and part of Tax Lots C and D in the Northwest Quarter of the Northwest Quarter of Section 24, all in Township 17 North, Range 8 East of the 6th P.M., in Dodge County, Nebraska, being described as follows: Beginning at the Northwest corner of a parcel of land described in Deed Book 167, Page 650, being 336.00 feet from the East line of the Northwest Quarter of the Northwest Quarter of said Section 24, and assuming the South line of 9th Street, as platted in the City of Fremont, to bear N90°00'00"E; thence S00°04'00"W parallel with said East line, 462.14 feet to a point on the South line of a parcel of land described in Deed Book 122, Page 355; thence N89°57'54"W on said South line, 352.08 feet to a point on the East line of Hancock Street, as platted in the City of Fremont; thence N00°00'32"W on said East line, 461.92 feet to a point on the South line of said 9th Street; thence N90°00'00"E on said South line 353.41 feet to the point of beginning. Also referred to as Tax Lot 54 in Section 24, and Tax Lot 72 in Section 13, and known as Towne Square Subdivision.

To promote the development of the above described property as a planned community, wherein the use of each lot in said real estate is limited and restricted for the benefit of each lot, declarant hereby declares as follows:

1. INVOLVED PROPERTY. All real property involved in this declaration is and will be acquired, conveyed, devised, inherited, sold, improved, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions or other terms set out in this declaration:

a. Real estate above described will constitute the involved property as subject to this declaration.

b. Declarant will retain the right at any time or from time to time through December 31, 2013, to subject additional real property owned by it in Dodge County, Nebraska suitable for individual private town home residential purposes (Towne Square lot), together with such addition or additions to the common ground as may be required by applicable zoning regulations, and any other owners will have the right at any time or from time to time but only upon receipt of an express written acceptance executed by Towne Square Homeowners Association, a Nebraska nonprofit corporation, and also to subject additional real property owned by them in Dodge County, Nebraska, and comprised of one or more Towne Square lots or one or more such additions to the common ground, to this declaration by executing and recording with the Register of Deeds of Dodge County, Nebraska, an express written supplementary declaration describing such property and extending to each of such Towne Square lots and such additions to the common ground all of the conditions and other terms set out in this declaration with only such complementary additions and modifications as may

be appropriate, convenient or necessary for accommodation of the different characters of each such property but not inconsistent with the Towne Square residential character of the property described in subparagraph (a) above.

2. COVENANTS. The involved property is and will be through December 31, 2043, subject to all and each of the following conditions and other terms, hereinafter called covenants:

a. Except for such other purposes or uses as may from time to time be permitted or required by this declaration, no part of the common ground will be occupied or used for other than open space or recreational area purposes for the general common benefit of all contract purchasers and owners of all Towne Square lots and related purposes as determined by Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

b. Except for such Towne Square or Towne Square lots or part thereof as may from time to time be added to or occupied or used as part of or in connection with the common ground, no Towne Square lot will be occupied or used for other than single-family Towne Square residential purposes; and no Towne Square lot will be occupied or used for such residential purposes at a density greater than one single-family Towne Square residence for each Towne Square lot.

c. The structure or associated structures comprising a single-family Towne Square residence will consist of a single dwelling or a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two stories in height with an enclosed private garage, and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate, convenient, or necessary for Towne Square residential purposes.

d. No single-family Towne Square residence will be altered, built, constructed, or otherwise maintained on any Towne Square lot without an express written approval executed by Association through its Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within Towne Square lot boundary lines, quality of construction, size, and suitability for Towne Square residential purposes of such single-family Towne Square residence; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any Towne Square lot without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for Towne Square residential purposes.

e. After commencement thereof all approved or permitted construction on any Towne Square lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any Towne Square lot in uncompleted or unfinished condition for more than eighteen months.

f. No driveway or sidewalk and no structural element of any approved or permitted single-family Towne Square residence or exterior part thereof will be maintained on any Towne Square lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

g. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any Towne Square lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any Towne Square lot other than for temporary use or uses appropriate, convenient, or necessary for Towne Square residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

h. No minibike, motorcycle, motorscooter, go-cart, three-wheeled or four-wheeled all terrain vehicle, snowmobile, or other similar vehicle will be operated on any common grounds or Towne Square lot; provided, however, any such vehicle may be operated to and from any Towne Square lot via public thoroughfares.

i. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any Towne Square lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

j. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any Towne Square lot, other than in a location out of public view, without an express written approval executed by Association through its Architectural Control Committee, or its equivalent, in the manner set out in its Articles of Incorporation or its By-laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any Towne Square lot, other than in a location out of public view.

k. No advertising sign or other poster other than a sign of an area of not more than four square feet advertising such Towne Square lot for sale or a sign or signs belonging to declarant as owner of such Towne Square lot will be maintained on any Towne Square lot.

l. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any Towne Square lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste materials, or other refuse will be abandoned, stored, or otherwise maintained on any Towne Square lot. No accessory building shall be installed or otherwise maintained on any lot.

m. No boat, camper, trailer, or similar chattel will be maintained on any Towne Square lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any Towne Square lot, other than in an enclosed structure.

n. No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any Towne Square lot.

o. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any Towne Square lot.

3. EASEMENTS. The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of the following easements for common use, encroachment or projection by any balcony, fireplace, patio, roof, and other structural projections, access for maintenance, repair, recreational, and other access, party walls, and private and public cable television, sewer and utilities conduits, connections, lines, maintenance, and services, hereafter called "easements":

a. Each of Don Peterson & Associates Real Estate Co., the Towne Square Homeowners Association, U.S. West Communications, City of Fremont, Cablevision, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private cable, wires, sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines or other facilities in, over, under and upon such strip or strips of the common ground or of any Towne Square lot as confined to noninterference with any driveway, sidewalk, or structural element of any approved or permitted single-family Towne Square residence on any lot and as determined by Peterson or the Homeowners Association as to the common ground in the manner set forth in the Articles of Incorporation or By-Laws of the Towne Square Homeowners Association, as from time to time amended, or by declarant as to any Towne Square lot then owned by it, by executing and recording with the Register of Deeds of Dodge County, Nebraska, an express written easement describing such strip or strips and naming the grantee or grantees of such easement, and, further, after installation of any such facility for additional purposes of confining each such strip to its then present grade elevation and prohibiting use thereof for any building, tree, wall or other structure or any other use inconsistent with the function of such facility.

b. The declarant or the Association and the Association's assigns and successors for itself and for the general common benefit of all contract purchasers and owners of all Towne Square lots will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of controlling, developing, landscaping, maintaining, and preserving the common ground for open space or recreational area uses and related uses as determined by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, and each contract purchaser or

owner of each Towne Square lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of individually enjoying or otherwise taking advantage of the open space and recreational areas of the common ground in common with all other such contract purchasers and owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this declaration.

c. Association and its assigns and successors for itself and for the general common benefit of all contract purchasers for itself and for the general common benefit of all contract purchasers and owners of all Towne Square lots will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each Towne Square lot not occupied or used for any driveway, sidewalk, or structural element of an approved or permitted single-family Towne Square residence thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.

d. Each contract purchaser or owner of each Towne Square lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining any approved or permitted balconies, gates, patios, roofs, walls, or other structural elements of a single-family Towne Square residence thereon to encroach or project not more than ten feet in, over, or upon any part of the common ground abutting such Towne Square lot; and each contract purchaser or owner of each Towne Square lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved or permitted common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of a single-family Towne Square residence thereon to be shared jointly as structural elements of any one or more single-family Towne Square residences on adjoining Towne Square lots or to encroach or project not more than five feet in, over, or upon any part of any abutting Towne Square lot.

e. Each contract purchaser or owner of each Towne Square lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining and using any approved or permitted driveway to encroach or project not more than ten feet in, over, or upon any other Towne Square lot abutting such Towne Square lot or to share all or any part of any driveway jointly serving such Towne Square lot and any abutting Towne Square lot.

f. Each contract purchaser or owner of each Towne Square lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of passing between any part of the common ground and any public sidewalk or street in, over, or upon such connecting strip or strips of any Towne Square lot as delineated by lines extended directly from the side or sides of any approved or permitted single-family Towne Square residence thereon to points of intersection with the front and rear lines of such Towne Square lot.

4. **ASSOCIATION.** Unless and only unless declarant repeals or amends this declaration prior to December 31, 1994, which the declarant retains the right to do, the involved property is and will be through December 31, 2043, or for such longer or other period as may otherwise be fixed, included in membership in the Association subject to all and each of the following conditions and other terms:

a. Subject to the right of declarant, through its rental division, to manage the Homeowners Association's work and affairs until the declarant elects to discontinue such management for the reason that the Association is well enough established, in the judgment of declarant, to manage its affairs independently, the Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members:

(i) 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 open spaces, parks, recreational areas, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures; by acquiring and maintaining or contributing to the acquisition and maintenance of common or jointly shared fire, extended coverage, and other insurance; by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations; by providing general exterior maintenance, repairs, and services, security service, weed and other actual or potential nuisance abatement or control, and other community services; by fixing and collecting or abating dues or other charges for financing its operations; by delegating by contract or otherwise to any other Nebraska nonprofit corporation or other professional manager general responsibility for administration and executive management of its affairs; and, by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, subject only to the rights hereinabove reserved to declarant.

(ii) To acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located.

(iii) To engage in any other venture for the mutual nonprofitable interests of its members for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as amended.

b. Every Towne Square lot will be automatically included in membership in Association as a benefit or burden running with and charge upon the ownership of each Towne Square lot; and the owners of any other Towne Square lots will have the right at any time or from time to time but only upon the receipt of an express written acceptance executed by Association thereafter to include any such Towne Square lot in membership in Association as a benefit or burden running with and charge upon the ownership of such Towne Square lot.

c. Dues or other charges for each Towne Square lot included in membership as fixed by Association in the manner set out in its Articles of Incorporation or its By-laws, as from time to time amended, will each constitute until abated or paid a lien upon and charge against such Towne Square lot in favor of Association; but no such lien upon any such Towne Square lot will at any time be superior to any earlier or later established lien upon such Towne Square lot for security for a home improvement or purchase money loan or the unpaid balance of a purchase contract for such Towne Square lot.

d. The obligations and privileges of membership in Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchasers and owners of all Towne Square lots included in membership and appertain to and be coterminous with the duration of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to Association until abatement or payment for all dues and other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

e. Association will have the right in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members or any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

f. Until, in the judgment of declarant, the Association is sufficiently organized and functioning to make and enforce the rules for management of the subdivision by the Homeowners Association, the declarant shall manage the affairs of the Homeowners Association and collect the compensation necessary to meet expenses for snow removal, yard care, exterior window washing, exterior painting, and roof repairs, and, during the first year after organization of the Association, declarant shall have the right to manage those and other matters deemed appropriate by the declarant for the satisfactory operation of the Association.

5. ENFORCEMENT. The covenants, easements, conditions, and other terms set out in this declaration and in said declaration are and will be subject to the following enforcement, subject only to the temporary control authority reserved to declarant:

a. Association and every contract purchaser or owner of any Towne Square lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to the common ground or as to any Towne Square lot of any covenant or easement granted to it or to such contract purchaser or owner and to fix a reasonable charge for such action as to any Towne Square lot as a lien upon and charge against such Towne Square lot in favor of Association; and Homes Association will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for collecting dues or other charges as to any Towne Square lot as fixed by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

6. EXTENSION, MODIFICATION, TERMINATION. The conditions and other terms of this declaration are and will be subject to the following provisions for extension, modification, or termination:

a. Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Towne Square lot of any covenant or easement granted to it.

b. Any grantee, assign thereof, or successor thereto will have the right by an express written termination to terminate any easement granted to such grantee.

IN WITNESS WHEREOF, declarant has executed this declaration at Fremont, Dodge County, Nebraska.

DON PETERSON & ASSOCIATES REAL ESTATE CO., A Corporation,

By Bruce C. Gocken  
Bruce C. Gocken, President

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

The foregoing instrument was acknowledged before me this 31st day of March, 1993, by Bruce C. Gocken, President of Don Peterson & Associates Real Estate Co., a Nebraska corporation, on behalf of said corporation.



John F. Kerrigan  
Notary Public

ACCEPTANCE

The undersigned, Towne Square Homeowners Association, a Nebraska nonprofit corporation, hereby accepts and agrees to the foregoing declaration.

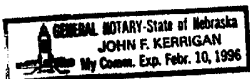
Dated at Fremont, Dodge County, Nebraska, on April 16, 1993.

TOWNE SQUARE HOMEOWNERS ASSOCIATION,  
A Nebraska Nonprofit Corporation,

By Bruce Gocken  
President

STATE OF NEBRASKA )  
COUNTY OF DODGE ) ss

The foregoing instrument was acknowledged before me this 16th day of April, 1993, by Bruce Gocken, President of Towne Square Homeowners Association, a Nebraska Nonprofit Corporation, on behalf of said corporation.



John F. Kerrigan  
Notary Public



CERTIFIED EXTRACT FROM BY-LAWS  
TOWNE SQUARE HOMEOWNERS ASSOCIATION

a. General Restrictions on Property Use: Each lot in the subdivision shall be generally limited and restricted in its use as provided in this subsection.

(1) Lot 6 in Block 1 of the Subdivision shall be known as common ground, and shall be used as directed by the board of directors for uses of general interest to residents of the Association.

(2) 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 Association.

(3) No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any lot within the properties except such fences or enclosures as may be authorized by the Association.

(4) No truck, trailer, boat, motor home, camper equipment or machinery or card not in daily use shall be parked, located or otherwise maintained on any lot, parking area, street or common area in the properties for more than 24 hours, except in cases of emergency due to breakdown or accident.

(5) Automobiles shall be parked only in garages or driveways.

(6) No garbage cans, wood piles, or clotheslines or clothes hangers may be placed upon any lot, constructed or used unless completely concealed from view from any adjoining lot and unless they are located only by the private patio or garden area approved by the Association under specific instruction number 3 hereinbelow.

(7) No animals, livestock or poultry of any kind shall be raised or kept on any lot in the properties other than household pets, which shall be limited to one (1) 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. No fenced or walled areas for pets shall be allowed outside of the private patio or garden areas approved by the Association. Owner shall be responsible for prompt disposal of litter and repair of damages caused by the pet.

(8) 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 lot, nor shall anything ever be done which may become an annoyance or nuisance to the neighborhood.

(9) The construction, placing or maintenance of billboards, advertising boards or structures of "for sale" or "for rent" signs on any lot in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by the Association, and "for sale" or "for rent" signs may be placed by others after first obtaining the written consent of the Association.

(10) No building or other structure shall be erected, altered, placed or permitted to remain on any lot except buildings designated for occupancy by not more than one family and household guests and buildings incidental thereto, and then only with the prior approval of the Association.

(11) No structure of a temporary character, trailer, basement, tent, shack, camping unit or other outbuilding shall be brought on, kept or maintained on any lot at any time; except that buildings used as construction shacks by contractors shall be permitted during the period of construction.

(12) Any exterior lighting installed on any building or lot shall be either indirect or of such controlled focus and intensity so as not to be of disturbance to residents of adjacent property.

(13) There is no requirement that any construction be commenced. However, once any construction is commenced, the exterior shall be completed within six (6) months.

(14) No lots may be subdivided, conveyed, or sold so as to result in two (2) lots or tracts. However, two or more adjacent lots under common ownership may be considered as one lot for the purpose of location of improvements.

(15) No commercial or business activity of any kind shall be operated on or from any lot in the real estate.

(16) Except for the private patio or garden area approved by the Association under Section 3 of the Specific Restrictions hereinafter listed, no planting, gardening or building of any kind shall be done on any lot without the prior written approval of the Association.

(17) No dwelling shall be built on any lot in this subdivision with less than 1,000 square feet of ground area enclosed in the structure exclusive of one-story open porches and attached garages, nor less than 700 square feet of ground area in the case of a story and one-half or two-story and one-half structures.

b. Specific Restrictions on Property Use: Each lot in the subdivision shall be specifically limited and restricted in its use as provided in this subsection.

(1) The Association reserves and is hereby granted architectural and landscape control over the entire real estate as provided in these specific restrictions, for the following purposes: To insure proper use and appropriate development and improvement of each lot; to protect the owners of each lot against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable erection of attractive improvements thereon in keeping with the residential theme of Towne Square Townhomes, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper set-back from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said real estate.

(2) No improvement referred to or regulated by the Architectural Control Committee of the Board of Directors, or other structure, shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, 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 Architectural Control Committee of the Board of Directors.

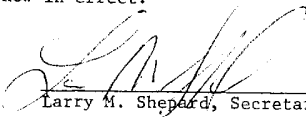
(3) The plans submitted for approval to the Architectural Control Committee shall include a plat showing the location of all proposed walks, driveways, buildings and proposed private patio or garden areas. Any such patio or area approved by the Committee shall be cared for, kept and maintained exclusively by the persons occupying the residence to which the same is appurtenant and the Association shall have neither the right nor the duty to maintain or care for the same.

(4) The plans submitted to the Association Committee must be in such reasonable form as the Association may require.

(5) The Association shall act under this article through its board of directors, except to the extent that the board of directors may have delegated its authority in this area to the Architectural Control Committee.

(6) If the Association fails to disapprove any plans or specifications submitted to it within thirty (30) days after it has received all information reasonably requested by it, then the plan or specification so submitted shall be deemed to have been approved for the purposes of this article.


The undersigned, as Secretary of Towne Square Homeowners Association, a Nebraska corporation, hereby certifies that he is the custodian of the minute book and records of the directors of Towne Square Homeowners Association, at Fremont, Nebraska, and that the foregoing includes a true and complete copy of Section 9, General Restrictions on Property Use, of the by-laws of said corporation now in effect.

  
Larry M. Shepard, Secretary

STATE OF NEBRASKA )  
                          ) s  
COUNTY OF DODGE  )



Subscribed and sworn to the 5 day of May, 1994, before me, a notary public for said county and state, by Larry M. Shepard, Secretary of the above described corporation.

  
Margaret M. Kirchmann  
General Notary Public