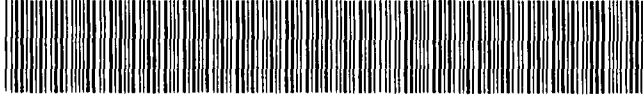


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 53-28760 Orchard Hill I  
 53-23960 Marshall  
 FB 53-44812 Woodstone ke 3

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Register of Deeds, Douglas County, NE  
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Richard P. McGowan  
1904 Farnam St., # 725  
Omaha, NE 68102

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SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE  
WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.

This Second Amended and Restated Declaration shall supersede the Amended Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners and all amendments thereto, and includes all of the following documents: (1) dated February 9, 1976 and recorded in Book 561, Pages 135 to 148, inclusive; (2) dated June 18, 1979 and recorded in Book 616, Pages 356 to 375, inclusive; (3) dated December 30, 1980 and recorded in Book 644, Pages 268 to 272, inclusive; (4) dated June 24, 1981 and recorded in Book 654, Pages 328 to 329, inclusive; and (5) dated June 30, 1982 and recorded in Book 673, Pages 154 and 155.

Article 1. Starting Date.

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall take effect on **May 20, 2010**.

Article 2. Definitions of Terms.

2.1 "Association" shall mean and refer to Woodstone Property Owners Association, Inc., its successors and assigns.

2.2 "Board" shall mean and refer to the Board of Directors of the Association.

2.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.4 "Resident of the Association", or more simply "Resident" shall denote any person who declares his/her permanent residence to be at a property that is part of the Association, and who is physically present in residence at that property for a minimum of 180 days per year.

2.5 "Property" shall mean Lots one (1) through seven (7), inclusive, and Lots nine (9) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II; Lot one (1), Orchard Heights First Addition; Lot six (6), Marshall & Lobeck's Addition, Lots one (1) and (2), Woodstone Replat 3, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.

2.6 "Common Area" shall mean any and all property, including the improvement thereto, owned by the Association for the use and enjoyment of all Owners.

2.7 "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners Association, Inc.

2.8 "Bylaws" shall mean and refer to the Second Amended and Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc.

2.9 "Articles" shall mean and refer to the Restated Articles of Incorporation of the Woodstone Property Owners Association, Inc.

2.10 "Officer" shall mean and refer to any Board member elected to or appointed by Board members elected to the Board by Woodstone membership to an officer position on the Board.

Article 3. The Purpose of this Declaration.

3.1 The following easements, restrictions, covenants and conditions, are intended to aid in protecting, preserving and, where possible, enhancing the value of the properties within the Association, and the desirability of living and the quality of life in the community governed by the Association.

Article 4. Who is Bound by this Declaration.

4.1 This Declaration shall be binding, without exception for any cause, upon all parties having any right, title, or interest, including but not limited to residency, in any properties or any part thereof within the Association.

Article 5. Property Rights.

5.1 Owners' Rights to use of the Common Areas. Every Owner shall have a right to use the Common Area subject to provisions set forth in this Declaration.

5.2 Delegation of Use. Owners may delegate, in accordance with the Bylaws, the right of enjoyment of the Common Areas to members of the Owners' family, tenants, or contract purchasers who reside on the property.

5.3 Rights with Unpaid Assessments. The Board has the right to suspend the voting rights of any Owner for any period during which any dues or assessment against the Owner's property remains unpaid. Owners with unpaid dues or assessments shall be notified by the Board in advance of any impending vote that their voting rights are in jeopardy.

5.4 Use of property:

5.4.1 Use for Other than Housing. Each unit shall be used as a single family unit. No unit may be sub-divided into smaller units. No property may be used for any purpose except housing except for small businesses operated out of the home that do not violate local ordinances or zoning restrictions, and produce no commercial traffic or activity that could be considered noxious.

5.4.2 Owner Occupied Housing. The properties within the Association are intended as Owner-occupied dwellings. Nonetheless, the Association recognizes that an Owner may, at times, need to lease, contract, barter or transfer a property. Therefore, this Declaration allows for non-owner occupancy of dwellings under the following conditions: 1) No Owner may lease, transfer, loan, donate, barter or contract any dwelling without prior written consent of the Board, 2) No Owner may own more than one dwelling at a time within the Association without prior written consent of the Board.

5.4.3 Assessments for Violations. Violation of the conditions for Use of Property may subject the Owner to an assessment set by the Board but not to exceed \$5000 per year.

#### Article 6. Membership and Voting Rights.

6.1 Membership. Every Owner of a property subject to dues and assessment shall be a Member of the Association with voting rights as specified in the Bylaws.

6.2 Members-in-Good-Standing. As defined in the Bylaws, a Member-in-Good-Standing is a Member whose dues and payments to the Association for assessments (including but not limited to assessments for insurance), fees and other charges are up-to-date. Only Members-in-Good-Standing shall have the right to vote on matters of the Association.

#### Article 7. Covenant for Dues and Assessments.

7.1 Creation of the Lien and Personal Obligation for Dues and Assessments. Each Owner of a property, by acceptance of a deed to this property, whether or not it is so expressed in the deed, is deemed to covenant and agrees to: 1) abide by all of the conditions of this Declaration, and 2) pay to the Association monthly dues, insurance assessments, other assessments and other charges in accordance with the Bylaws and this Declaration. Dues and assessments, together with costs, interest and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such dues and assessment are made. In addition, such dues and assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person or persons who was (were) the Owner(s) of the property at the time when the dues and assessment fell due. This personal obligation for delinquent dues, assessments and related costs shall not pass to his, her or their successors in title unless expressly assumed in writing by the successors.

7.2 Purpose of Dues and Assessments. Dues and assessments levied by the Association shall be used to maintain and improve the common areas, roadways, walkways and the exteriors and surrounds of the properties in the Association and for insurance as prescribed in other parts of this document and the Bylaws. Assessments may also be used to purchase land and properties not already in the Association if such purchase is approved by a simple majority of a quorum of the Members-in-Good-Standing at a meeting called to vote on said purchase in accordance with procedures set forth in the Articles and the Bylaws.

7.3 Allocation of Dues and Assessments Among Owners. Dues and assessments shall be levied upon Owners as prescribed in the various sections of this Declaration. The allocation of dues and assessments seeks to follow the principle that: (1) expenses pertaining to the Common Areas shall be shared equally, in equal dollar amounts, by all Owners, and (2)

expenses incurred by the Board for maintenance, repair and improvement of individual property in the Association shall be assessed to Owners as the actual cost of providing these services for that Owner's property. Specific exceptions may apply as stated in various parts of this Declaration.

7.3.1 Dues. Dues equal in dollar amount for all properties shall be paid to cover the costs of maintenance and repairs of the following items: streets, public sidewalks, lawns and the Association sprinkler system including those parts located on Owners' properties; ordinary trash removal from Owners' properties; removal of snow from streets, public sidewalks, parking areas, Owners' driveways, and walk ways and staircases that lead to the main entrance of each dwelling; removal of mud and debris from the streets and public sidewalks, inspections of the exteriors of Owners' properties, and maintenance of a contingency fund. The Board at their discretion may add the costs of other minor repair and maintenance items on Owners' properties to the dues category. Examples of such items may include landscaping, planting and care of trees and shrubbery, and cleaning of gutters if part of a job that includes all the properties, and mail boxes on Owners' properties. For all such items under its control, the Board shall have full say over what gets repaired or maintained, and how and when the work is done.

7.3.1.1 Setting the Dues. At each Annual Meeting of the Membership, the Board shall present a budget to the Membership, listing anticipated services, estimates of the costs of these services and the dues needed to cover these services. Members shall then decide what services they will have and set the dues accordingly for the next yearly cycle, which shall start on the 1st day of the month following the Annual Meeting. The Board shall have no authority to raise these dues without approval of a majority of a quorum of Members-in-Good-Standing at the next Annual Meeting, or at a meeting of the Membership called for this purpose according to provisions set forth in the Bylaws.

7.3.2 Assessment for Insurance. The Association shall levy on each Owner-of-record an annual insurance assessment for the pro-rata share of the cost of Association insurance maintained as ordained in the Bylaws. This pro-rata amount shall be based on the insured value of each property. This Association insurance shall cover the Association for (1) all properties in the Association, (2) liability for the Association, (3) workman's compensation, and (4) liability for the actions of the Directors of the Association. Owners should note, this Association policy insures each Owner's dwelling (the building), but this insurance does NOT cover the contents of any dwelling, nor does it provide liability coverage for individual Owners. Owners must obtain insurance for the contents of their dwelling and for personal liability on their own, and are urged to contact the Association's insurance carrier for more information on the scope of coverage of the insurance provided by the Association. The Association will endeavor to send billing statements for the annual insurance premium within forty-five (45) days of the Association's first billing for the current insured year, or such other time as determined by the Board from time to time. Each owner shall be required to pay such Owner's annual insurance assessment in no less than forty-five (45) days of the mailing of such insurance assessment to the Owner's Woodstone address or address of record, subject to interest on late payments at the lesser of one percent (1%) per month or the highest rate allowed by law.

7.3.3 Assessments for Exceptional Expenses for the Common Areas. The Board shall have authority to assess each Owner an equal dollar amount to cover the expense of major repairs, replacement or improvement of items in the Common Area. Examples of

items in this category include, but are not limited to, streets and public walkways, the sprinkler system, and landscaping.

7.3.4 Assessments for Expenses Incurred by the Board for Work Done on Owners' Properties. Architectural control, economy of scale, or common sense may dictate that the Board shall execute on behalf of Owners, certain items of repair, maintenance and improvement of Owners' properties. Examples include, but are not limited to, painting of dwelling exteriors, siding, roofs, fencing, chimneys, repair or replacement of driveways, decks, railings, walkways, garage doors, front, rear or side entrance steps, and retaining walls.

7.3.4.1 Items included in the category of "work done by the Board". The Board shall present a list of items proposed for inclusion in this category to the Owners for their approval by a simple majority of a quorum of the Members-in-Good-Standing at each Annual Meeting, or at a special meeting of the Membership after giving notice in accordance with the Bylaws.

7.3.4.2 Upgrades. The Board shall offer Owners an option to upgrade any item in this category from the standard if the Board deems such an upgrade is practical.

7.3.4.3 Allocation of expenses. Costs for work in the category of "work done by the Board" on any Owner's property shall be levied upon the Owner as the actual costs that apply directly to that Owner's property alone as specified in Section 7.3 of this Declaration.

7.3.4.4 Notifying Owners about work costs and work schedules. The Board shall give advance notice to each Owner whose property is involved stating what work has been planned, the anticipated cost to the Owner, and an estimate of when the work will begin and end. However, prior notification shall not be required for routine maintenance and repairs, or in emergency situations.

7.3.5 Assessments to Owners Made by City, County and State Governments. Assessments mandated by law or ordinance and levied by government for street, sewer or utilities improvements, whether levied against one or more or all Owners in the Association shall be reimbursed by the Association with no deductible amounts. Costs for these reimbursements shall be assessed to all Owners in equal dollar amount. This provision does not include costs of repair of ruptured or clogged water, sewer or gas lines, or power line damage on individual properties, which shall be the responsibility of the individual Owners.

7.4 Remedies for Nonpayment of Dues and Assessments. Dues or assessments not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear simple interest at twelve percent (12%) per annum unless prior arrangements have been made with the Board. The Association may bring any action it deems necessary against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the property.

7.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. No sale, transfer, loan or donation of the property shall relieve any property from liability for assessments or liens.

Article 8. Resolution & Disputes.

8.1 Disputes between Owners and the Board, between Owners and the Association, or between Owners that cannot be resolved by the disputing parties acting on their own behalf may be submitted to a Grievance Committee or the Board as specified in the Bylaws. If disputes cannot be resolved in this manner either party may file a lawsuit in the District Court of Douglas County, Nebraska to obtain judicial relief.

Article 9. Architectural Control & Properties Owned by Association Members.

9.1 Role of the Board in Architectural Control. The Board shall set forth and enforce standards for improvements, alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds of Owners' properties. The Board shall also have the authority to approve or prohibit any improvements, alterations, repairs, maintenance and lighting of the exteriors of Owners' properties and the immediate surrounds. The policies and constraints in the following sections shall apply.

9.2 Maintenance, Repairs and Improvements Done by Owners. Owners may arrange or perform their own maintenance, repairs or improvements to their properties provided that any repair, maintenance or improvement that materially alters the exterior of the property, including but not limited to color and any attachment to the exterior of the Property including but not limited to privacy fences, must be approved for architectural control in advance by the Board. The determination as to whether or not a repair, maintenance or improvement materially alters the exterior of the property shall be at the discretion of the Board. Failure to obtain prior approval may result in additional costs to the Owner to restore the area. Normally, Owners shall be responsible for the full costs of any such work. However if the work done by the Owner includes work that normally would have been included in the 'dues' category (see Article 7.3.1), the Board, at its discretion, may reimburse an Owner for a portion of the costs of the work.

9.2.1 Workers Hired by Owners. Owners are advised to obtain a Certificate of Insurance showing general liability and workman's compensation from any workers or contractors they hire (A worker's promise, whether verbal or written, is no substitute for a Certificate of Insurance). If a worker or contractor does not have adequate insurance, the Owner may become personally liable for damages or injuries resulting from the activities of the worker or contractor. The Association shall not be liable in any way for damages or injuries by workers hired by individual Owners.

9.3 Landscaping. Owners must obtain approval from the Board for any landscaping changes, except those landscaping changes wholly within any approved fence attached to such Owner's Property.

9.4 Inspections. The Board shall arrange for inspections by qualified individuals or companies as follows:

9.4.1 Regular inspections. The exteriors of all dwellings shall be inspected by a licensed home inspector at least once in any three-year period measured from the previous inspection, though the Board may authorize more frequent inspections. An inspection shall include roofs, siding and trim, gutters and spouts, doors and windows, decks, patios and walkways, and may include other items the Board or the inspector deems appropriate. The inspection shall result in two lists of repair/maintenance items for each dwelling: (1) a list of repair/maintenance items that the Board requires to be done for architectural control and/or safety reasons, and (2) a list of repair/maintenance items recommended but not required. An Owner may choose whether or not to do the recommended repairs and maintenance, but the required items must be done in a timely fashion, but in no case longer than six months from date of notice that repairs are required unless an extension is issued in writing by the Board for specified repairs. These regular inspections are not intended to take the place of a complete home inspection (inside and out) and should not be relied on as the only source of targeted repairs and maintenance for each dwelling. Owners are encouraged to have partial or complete home inspections by a professional home inspector or other qualified professional at such times as the Owner deems appropriate and at the Owner's expense. The cost for these regular inspections (but not for the repairs or maintenance) shall be included in the annual dues.

9.4.2 Post-Job Inspections. The Board may provide for an inspection of jobs contracted by the Board that shall be done by a licensed inspector hired by the Board at the completion of any job. This inspection shall not be done by the individual(s) or company that did the job, or their agents. The cost for post-job inspections shall be included in the annual dues.

9.5 Alteration of the Common Area. No alteration of the Common Area shall be made without written permission of the Board. This provision shall include, but not be limited to, landscaping, retaining walls, fences, barriers, planting or removal of any tree, shrub or flowers (apart from removal of weeds or seeding of grass.)

9.6 Sprinkler Systems. Altering the lawn sprinkler system in any way, including readjusting the timer mechanisms is strictly forbidden unless authorized by the Board. Anyone who tampers with the sprinkler system is subject to assessments of up to \$50 per occurrence plus repair/replacement costs as set by the Board.

#### Article 10. Party Walls.

10.1 General Rules of Law to Apply. For each wall built as a part of the original construction of the dwellings in the Association and which separates two individual units, including garages, that section and the wall common to and shared by Owners on each side shall constitute a party wall. The conditions outlined in the following subsections shall apply to party walls.

10.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall other than painting and minor repairs on one side *shall* be shared equally by the Owners who share the wall.

10.3 Responsibilities of Previous and New Owners with Sale or Transfer of Title. Upon sale or transfer of title to a dwelling, any outstanding claims or disputes regarding party walls remain the responsibility of the Owner who sells or transfers the property.



10.4 Prorating Insurance Deductible Amounts in Case of Damage. If multiple properties are damaged by the same occurrence, the Board shall decide on how deductible amounts are prorated among Owners.

Article 11. Responsibility to Rebuild.

11.1 If a structure on any of the properties is damaged or destroyed in whole or in any part, the Owner(s) of such structure(s) must initiate within a reasonable time, and pursue to full restoration, any such damage or destruction. Plans for such construction must be approved by the Board for purposes of architectural control. The Board shall determine what constitutes a "reasonable time" and make this time known to the Owners involved.

11.1.1 Remedy for delays in restoration. If an Owner should delay repairs or reconstruction without approval from the Board, the Board, at its discretion, may affect repairs or reconstructions and assess the Owner for the costs remaining after deducting applicable proceeds from insurance paid to the Association.

11.1.2 Disbursal of proceeds from insurance. Insurance proceeds paid to the Association as a result of an occurrence shall be disbursed to the Owners of the properties involved as determined by the Board.

Article 12. General Restrictions.

12.1 Designated Parking Areas. Vehicles shall be parked only in designated parking areas. No vehicle/car, truck, trailer, boat, RV or machinery shall be parked for more than 72 hours in any driveway or parking area without prior approval of the Board. Vehicles, cars, trucks, trailers, boats, RVs or machinery in violation may be towed and stored at Owner's expense. Owner is responsible for the actions of guests to their property with regard to parking. Infractions of parking regulations of this Section 12.1 may result in assessments to Owner of \$20 per day.

12.2 Vehicle Repairs on Streets or Driveways. No vehicle or other machinery or equipment shall be disassembled, rebuilt or repaired on any of the streets or driveways in the Association. Infractions of this Section 12.2 may result in assessments to Owner of \$20 per day.

12.3 Vehicle Parking on the Smaller Streets in the Association. These streets include 93rd Court, 94th Plaza, 95th Plaza, Hillside Plaza, and Decatur Place. Parking on these streets is STRICTLY PROHIBITED at ALL TIMES because of the safety hazard (emergency vehicles may be unable to traverse these small streets if a vehicle is parked there). Vehicles in violation may be towed and stored at the Owner's expense. Residents are urged to inform guests, contractors and other visitors not to park on these streets (and risk being towed away), but to use designated parking areas in the Association. Owner is responsible for the actions of guests, contractors and other visitors to their property with regard to parking. Infractions of this Section 12.3 may result in assessments to Owner of \$20 per day.

12.4 No Parking or Driving on the Grass. Vehicles shall not be parked with vehicle tires on the grass. There shall be no driving on the grass. Vehicles in violation may be towed

and stored at the Owner's expense. Residents are urged to inform guests, contractors and other visitors not to park (and risk being towed away) or drive on the grass, but to use designated parking areas in the Association. Owner is responsible for the actions of guests, contractors and other visitors to their property with regard to parking. Infractions of this Section 12.4 may result in assessments to Owner of \$20 per day in addition to the costs of any and all repairs required due to such infraction including but not limited to repairing the sprinkler system and restoring the grass.

12.5 Trash and Debris. Trash, cuttings, debris or refuse shall not be left on any site, street, sidewalk or Common Area in the Association except for trash set out for collection as prescribed by the Board. Owner shall not stack wood nor allow cuttings or debris to accumulate within 10 feet of the nearest wall of a neighbor's dwelling lest insects and rodents be attracted that could potentially enter the neighbor's dwelling. Likewise, food left outside for pets or wildlife (e.g., bird and squirrel feeders) shall be kept in a feeder designed for such purpose and shall be kept a minimum of one-half the distance from the owner's dwelling to the nearest point on their neighbor's dwelling.

12.6 Barriers, Structures, Awnings and Ornaments. No barriers of any type (including fences, retaining walls and hedges, awnings or sun screens) shall be erected within the properties without the written consent of the Board. Ornaments placed outdoors and not in an enclosed area shall be subject to architectural control.

12.7 Signs Prohibited. No signs, political ads, placards, notices, billboards, advertising boards, or supports for such signs, placards, etc. shall be placed on any building or grounds within the Association without written permission of the Board, with the exceptions that: (1) one "for sale" or two small security-system signs may be erected near the dwelling by the Owner or the Owner's agent, and (2) contractors may erect a small sign near their job for the duration of their job.

12.8 Antennae. No external television, radio or radio-telephone or other antenna or dish shall be erected on or about any of the building sites or property within the properties. An exception shall be allowed for a satellite dish with a diameter of 18 inches or less.

12.9 Household pets. Only ordinary household pets shall be kept on any land or in any dwelling in the Association. No pets shall be kept, bred or maintained for commercial purposes. Those who walk pets outdoors must keep their pets on a leash and at a reasonable distance from dwellings other than their own (unless invited to do otherwise by the occupant). Pet owners *must* pick-up and properly dispose of any feces or debris left by their pets on streets, sidewalks or lawns within the Association. Owners who fail to pick up feces left by pets face an assessment for cleanup costs.

12.10 Gatherings; Garage and Estate Sales. Garage sales of any kind are prohibited within the Association properties. Estate sales of short duration (up to 3 days) may be held provided that (a) written permission is obtained from the Board in advance of the sale and (b) the estate compensates the Association for the reasonable costs of controlling traffic (barricades, towing, traffic control, etc.). The Board may request a deposit for such costs. Regardless of whether the Board consents to the event being held, the Board may assess against the offending Property or Properties all traffic control costs and damages caused to Association and/or other Owners' property caused by such event. An Estate sale is defined for purpose of this Section 12.10 as sale of the personal property of deceased Owner or an

Owner that is moving or has moved to an assisted-living facility, nursing home, retirement home or other similar establishment provided that Association parking restrictions are followed. No Owner shall be entitled to more than one estate sale in any 10-year period.

12.11 Exterior Lighting. Any exterior lighting installed on any building shall either be indirect or otherwise controlled as not to disturb the residents of adjacent properties. All exterior lighting should comply with Association architectural standards and control.

12.12 Noxious Activity. No noxious or offensive activity including but not limited to the behavior of Owners, pets, residents and guests shall be carried out on any property. "Noxious or offensive" is defined here as anything a reasonable person would consider a nuisance or annoyance to the neighborhood. The Board shall have full and final authority to decide whether any particular action or lack of action constitutes a nuisance or annoyance, and to determine suitable remedies, including an assessment for the action or inaction.

12.13 Garage Doors. Garage doors are to be kept shut at all times unless the occupant is exiting or entering their home, or working in or around the garage.

12.14 Vegetable Gardens. Vegetable plants and vegetable gardens are permitted only if not visible from the road.

12.15 Clotheslines, Laundry and Other Household Items. No clotheslines or drying racks shall be hung and no hanging of laundry, clothing or other household items outside the dwelling shall be permitted.

12.16 Penalties for Violations. Unless otherwise provided in this Declaration, Owners who violate any of the Covenants, Conditions and Restrictions may be subject to an assessment of up to \$50 per day per violation, not to exceed \$500 per month, as determined in the discretion of the Board, plus legal costs and any other costs for remedial action with simple interest at twelve percent (12%) per annum, in addition to any other remedies that may be available to the Association in law or in equity. Each calendar month during which such violation continues, after notice from the Board of such violation, shall constitute a separate violation for purpose of determining the total amount of assessment for such violation. If not paid by the Owner in a timely manner, these assessments together with remedial costs, interest and reasonable legal fees shall be a charge on the land and a continuing lien upon the Owner's property.

12.17 Requests of the Board. Only an Owner of record may make a request of the Board or a proposal to the Board for consideration by the Board. Such Owner may make the same or a substantially similar proposal to the Board only once per calendar year. The same or substantially similar proposals separately submitted by multiple Owners of the same property shall be considered the same proposal for purposes of this Section 12.7. The Board will consider only those items on the agenda. Proposals must be submitted to the Board seven days prior to the scheduled Board meeting. A time limit may be imposed on the proposal and will be determined by the Board when the agenda is written.

### Article 13. General Provisions.

13.1 Enforcement. The Board shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or

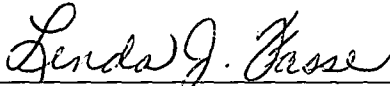
hereafter imposed by the provisions of this Declaration. Failure by the Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 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.

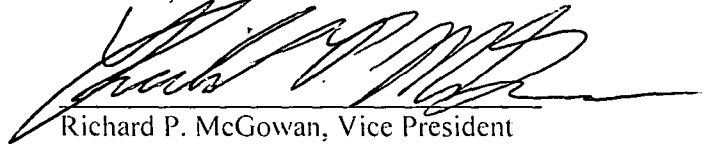
13.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until such time they are amended or replaced by an instrument signed by not less than two-thirds (2/3) of the property Owners entitled to vote as prescribed in the Bylaws. Any amendments must be recorded.

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions have been submitted to the Members on March 20, 2010 and have been approved by **seventy-one percent (71%)** of the Members entitled to vote (not less than two-thirds) as prescribed in the Bylaws, with **56 of 79** Members having voted in favor, whose notarized signatures accompany this document.

WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.



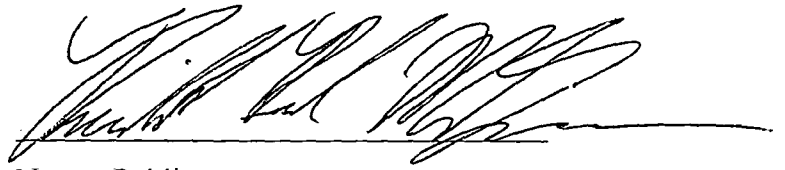
Linda J. Fasse, President  
Woodstone Property Owners  
Association, Inc.



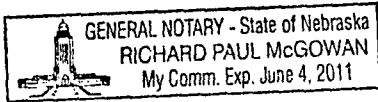
Richard P. McGowan, Vice President  
Woodstone Property Owners  
Association, Inc.

State of Nebraska }  
County of Douglas }

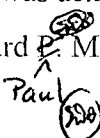
The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2010, by Linda J. Fasse, President of Woodstone Property Owners Association, Inc.

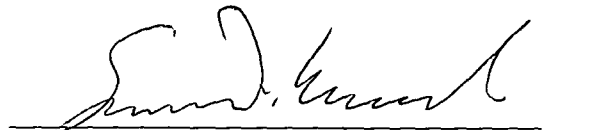


Notary Public



State of Nebraska }  
County of Douglas }

The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2010, by Richard <sup>Paul</sup> McGowan, Vice President of Woodstone Property Owners Association, Inc. 

  
Notary Public Susanna D. Boonrod