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BOOK 546 PAGE 337

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ON
LOTS 44-72 and LOT "C", GINGER WOODS

THIS DECLARATION, made on the date hereinafter set forth, by DONALD G. LAMP, hereinafter referred to as "Declarant", and MARJORIE M. LAMP, his spouse.

WITNESSETH:

WHEREAS, Declarant is the lessee of certain real property, more particularly described as:

lots 44 through 72, both inclusive, and Lot C, Ginger Woods, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, Declarant desires to create thereon a residential development with recreational facilities, playgrounds, open spaces, and other common facilities for the social and recreational benefit of the residents of said development; and

WHEREAS, Declarant desires to provide for the preservation of the natural rustic nature of the development and for the maintenance of the recreational facilities, playgrounds, open spaces and other common facilities; and to this end, desires to subject the aforesaid real property to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each of the lessees thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the development properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Nebraska a nonprofit corporation, known as the Ginger Woods II Home Association, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, leased, subleased and occupied subject to the covenants, easements, restrictions and charges, hereinafter set forth.

Section 2. "Lessee" shall mean and refer to the record sublessee from Donald G. Lamp, whether one or more persons, of a leasehold interest to one or more residential building lots which are a part of the properties.

Section 3. "Member" shall mean and refer to any person who is a Lessee of a Lot which is subject to assessment.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property leased jointly by the Association and the Ginger Woods Home Association for the common use and enjoyment of the Members of this Association and the Ginger Woods Home Association. The initial Common Area to be leased to the Association and the Ginger Woods Home Association jointly by the Declarant is described as:

Lots B and C and that portion of Lot A covered by Ginger Woods Lake, in Ginger Woods, a Sub-division, as surveyed, platted and recorded, in Douglas County, Nebraska.

Section 6. "Lot" shall mean and refer to any numbered residential plot of land shown upon any recorded subdivision map of the Properties.

Section 7. "Declarant" shall mean and refer to Donald G. Lamp, his successors and assigns, developer of Ginger Woods.

ARTICLE II

PROPERTY RIGHTS

Section 1. Lessee's Easements of Enjoyment. Every Lessee shall have the right and easement of enjoyment in and to the Common Area, such right to be in common with all other Members of the Association as well as the Members of Ginger Woods Home Association. Such right and easement of enjoyment shall be appurtenant to and shall pass with the sublease to every Lot from Donald G. Lamp, his successors and assigns, subject to the following provisions:

(a) The right of the Association to impose an assessment on the Members for the purposes of maintaining and improving the Common Area, as more fully provided hereinafter and as set forth in the By-Laws of the Association;

(b) The right of the Association to adopt rules and regulations governing the conduct of members and guests on the Common Area, including Ginger Woods Lake, and on the public streets within the platted area of the properties, and to prescribe penalties for the violation thereof;

(c) The right of the Association to contract with the Declarant and/or the Ginger Woods Home Association for the joint use, maintenance and improvement of the Common Area, including such other areas not covered by this Declaration as the Members of this Association and

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(d) The right of the Association to charge reasonable admission and other fees to members and guests for the use of any recreational facility situated upon the Common Area, and to impose reasonable limitations on the use thereof;

(e) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Lessee for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(f) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities; and

(g) The right of the Declarant and the Association to grant easements, including those presently of record, to public utilities and Sanitary and Improvement District No. 254, and their successors and assigns for purposes of construction, installation and maintenance of access and service roads, utility lines, mains, equipment, installations for the common benefit of the inhabitants of properties, and appurtenances thereto.

Section 2. Delegation of Use. Any Lessee may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or guests on his Lot, subject to such rules and regulations as may be adopted by the board of directors from time to time establishing reasonable restrictions on such delegated use.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lessee of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest in any Lot which is subject to assessment.

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

Class A. Class A members shall be all Lessees with the exception of the Declarant and shall be entitled to one vote for each residential Lot leased. 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.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot not then leased to a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

ARTICLE IV

ASSESSMENTS

Section 1. Covenant to pay Assessments; Nature of Obligation. The Declarant, for each Lot within the Properties, hereby covenants, and each Lessee of any Lot, by execution of a lease therefor, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney's fees incurred in the collection thereof shall be a charge on the leasehold interest on the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Lessee of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successive lessees unless expressly authorized by the Association and expressly assumed by said successive lessees.

Section 2. Classes of Assessments; Purposes of Each Class; Miscellaneous Provisions. The Board of Directors is empowered to impose upon Lots 44 through 72, both inclusive, Ginger Woods, and such additional residential lots as shall hereafter be brought within the jurisdiction of the Association, the following classes of assessments, for the purposes, in the amounts, and subject to the terms and conditions as hereinafter established.

A. Basic Annual Assessment.

- (1) Nature of Assessment; Miscellaneous Provisions. The Board of Directors shall annually impose a basic assessment against each of the Lots (excluding the Common Area) situated upon the Properties. This assessment shall be of uniform amount as to all Lots, and shall commence as to each Lot on the first day of the first month following the initial leasing to a Class A member of that lot. The first such assessment shall be adjusted on a pro rata basis according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of this assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Lessee subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall determine the amount of the initial basic annual assessment, which shall not exceed \$100.00. Thereafter, the Board shall annually redetermine the amount of said assessment, provided that the increase for any one year over the preceding year for that portion of the assessment attributable to expenses within the control of the association (to-wit, all expenses with the exception of taxes and insurance relating to the common area) shall not exceed ten percent (10%) unless assent thereto is given by 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.

- (2) Purposes of Assessment. The funds acquired by the association from the basic annual assessment shall be devoted to maintenance and improvement of the common area, including Ginger Woods Lake; maintenance and repair of street signs and entrance markers; payment of taxes and insurance on the common area, including Ginger Woods Lake; employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors; construction and maintenance of a building, and payment of taxes, utilities and insurance thereon, such building to be located either within or outside of the properties, for the housing of personnel charged with the performance of the aforesaid maintenance and security duties and for the storage of equipment and supplies relating thereto; and such other expenses as may be incurred in the interest of the health, safety, welfare and social and recreational interests of the members of the Association, as determined by the Board of Directors to be consistent with the articles and by-laws of Ginger Woods II Home Association.

B. Utilities Assessment. The association, if requested to do so by Sanitary and Improvement District No. 254 of Douglas County, Nebraska, shall be empowered to levy an assessment, which need not be uniform per lot but which shall be based on use or consumption, for such utility services as may be supplied through facilities owned and/or operated by the said Sanitary and Improvement District. The costs of collection of such assessments shall be borne by the funds received from the basic annual assessment as a service in the interest of the health, safety and welfare of the residents of the Properties.

C. Special Assessment for Capital Improvements.

- (1) Application of Funds; Approval Required. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The term "capital improvements" shall include recreation-oriented facilities (swimming pool, boat docks, tennis courts, club house and similar amenities), as well as other buildings and physical improvements of a cost in excess of \$1,000.00, constructed, erected or placed upon the common area for the general benefit and enjoyment of the residents of the Properties.

- (2) Rate of Assessment. Special assessments for capital improvements shall be fixed at a uniform rate for all Lots.

D. Default Assessments.

(1) Definition.

Default assessments shall consist of any charges, liens or assessments, including but not limited to basic annual assessments, utilities assessments and special assessments for capital improvements, for which timely payment is not made by the Lessee to the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed a default assessment and shall bear interest from the date due until paid at the rate of nine percent (9%) per annum.

(2) Rights of the Association.

The Association may bring an action at law against the Lessee personally obligated to pay the same or foreclose the lien against the Lessee's leasehold interest in the property when, in its discretion, it deems such action appropriate. No Lessee may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 3. Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2A or 2C shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of 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 sixty (60) days following the preceding meeting.

Section 4. Collection of Assessments; Certificate of Payment.

A. Collection. These assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as designated by the board of directors.

B. Certificate of Payment; Conclusiveness of Contents. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 5. Exempt Property. The Common Area shall be exempt from the assessments established herein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, dock, sign, structure, items of landscaping or other improvement of any type or description shall be constructed or placed on the property without the approval of the Association.

the Properties, until the plans and specifications showing the 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, trees and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

Section 2. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

Section 3. A majority vote of the Board of Directors or its designated committee is required for approval or disapproval of proposed improvements.

Section 4. The said Board or its designated committee shall maintain written records of all applications submitted to it and of all actions taken by it.

ARTICLE VI

USE RESTRICTIONS AND EASEMENTS

Section 1. All Lots covered by this declaration, with the exception of the Common Area, shall be known and described as residential Lots, and shall be used only as residential Lots for single family dwelling units, provided, however, that nothing contained herein shall be construed to prohibit Lessor from maintaining an office within the Properties for the conduct of his business with respect to Ginger Woods and/or Ginger Cove.

Section 2. Dwellings on the Lots covered by this Declaration shall observe the following minimum set-backs: straight side - 35 feet; side - 7 feet; and lake side - 25 feet.

Section 3. Dwellings on the lots covered by this Declaration shall contain a minimum of 960 square feet of enclosed living area, exclusive of garages and basements.

Section 4. Every dwelling unit constructed on these Lots shall make provision for construction of a garage with a capacity of not less than two cars.

Section 5. No noxious or offensive trade or activity shall be carried on upon any Lot covered by this declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 6. No house trailer, basement, tent, shack, barn, or other out-building shall be built, erected or placed upon any Lot covered by this declaration.

Section 7. No camping trailer, travel trailer, boat trailer, motorhome, truck or other recreational vehicle may be maintained, stored or kept on any of the Lots covered by this declaration for

more than fifteen (15) days in any one calendar year, unless housed completely within a structure allowed on said Lots by other provisions contained herein.

Section 8. No animals of any kind (excepting ordinary house pets in reasonable numbers as determined by the Association) shall be kept or maintained on any Lot covered by this declaration.

Section 9. No outdoor antenna of any type and for any purpose shall be erected or placed on any Lot covered by this declaration.

Section 10. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road, or portion of the Common Area, nor on any of the Lots covered by this declaration unless placed in a suitable container discreetly concealed so as to not be visible from other Lots, streets, or the Common Area.

Section 11. The structures and the grounds of each Lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, the Board of Directors of the Association, or its designated Architectural Control Committee may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot.

Section 12. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the said Board or its designated committee may, at its option, after giving the owner six months' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner.

Section 13. The cost of such maintenance referred to in Sections 12 and 13 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the periodic maintenance, assessment or charge to which such Lot is subject under Article IV hereof.

Section 14. An easement over the side and rear 5 feet of each Lot subject to this declaration is hereby reserved for placement and maintenance of utility lines and appurtenances thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lessee, shall have the right to enforce, by legal proceedings, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lessee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Assignment and Occupancy. A Lessee shall not permit individuals or families to occupy his Lot and the dwelling situated thereon in his absence or in the absence of the adult members of his immediate family, during a period in excess of one week, without the prior express written consent of the Board. A lessee shall not assign his sublease, either temporarily or per-

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The written consent contemplated in the foregoing sections shall not be arbitrarily or unreasonably withheld, the purpose of this section being rather to protect the Lessee and other Lessees of Lots situated upon the properties from misconduct could give rise to punitive measures by the Board against the Lessee of record of the Lot involved.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any member or Lessee under the provisions of this declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Lessee on the records of the Association at the time of such mailing.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of thirty (30) years from the date of recording of this declaration, after which time they shall be automatically extended for successive periods of then (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Lessees of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by Lessees of not less than seventy-five percent (75%) of the Lots, provided that Declarant may, within five (5) years of the date of this instrument, amend this Declaration without the consent of Class A members. Any amendment must be recorded.

Section 6. Annexation. (a) 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, and (b) additional land may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument.

IN WITNESS WHEREOF, DONALD G. LAMP, the Declarant herein, and MARJORIE M. LAMP, spouse of the Declarant, have hereunto set their hands this 27 day of DECEMBER, 1974.

Donald G. Lamp
DONALD G. LAMP, Declarant

Marjorie M. Lamp
MARJORIE M. LAMP, His Spouse

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came DONALD G. LAMP, and MARJORIE M. LAMP, Husband and Wife, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on DECEMBER 27, 1974.

AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ON
LOTS 44-72 and LOT "C", GINGER WOODS
ADDING
LOTS 73-85 and LOTS "D" and "E", GINGER WOODS

AMENDMENT TO DECLARATION made the date hereinafter set forth, by DONALD G. LAMP, hereinafter referred to as "Declarant", and MARJORIE M. LAMP, his spouse.

RECITALS:

- 1. Declarant did file a "Declaration of Covenants, Conditions and Restrictions" at Book 546, Page 337 of the Miscellaneous Records in the Register of Deeds' office of Douglas County, Nebraska, on January 3, 1975.
- 2. Said Declaration of Covenants, Conditions and Restrictions at ARTICLE VII, Section 5, gave Declarant the unrestricted power to amend said instrument.

AMENDMENT

Declarant hereby amends said Declaration of Covenants, Conditions and Restrictions by the annexation and addition of Lots 73 through 85, inclusive, and Lots "D" and "E", Ginger Woods, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said properties to be held, leased, subleased and occupied subject to the covenants, easements, restrictions and charges set forth in the above mentioned Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, DONALD G. LAMP, the Declarant herein, and MARJORIE M. LAMP, spouse of the Declarant, have hereunto set their hands this 11th day of November, 1977.

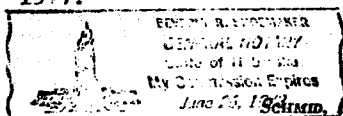
Donald G. Lamp
DONALD G. LAMP, Declarant

Marjorie M. Lamp
MARJORIE M. LAMP, His Spouse

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came DONALD G. LAMP, and MARJORIE M. LAMP, Husband and Wife, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on November 11, 1977, 1977.



Edward P. Schmidt
Notary Public



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SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ON
LOTS 44-72 AND LOT "C", GINGER WOODS, AND
PRIOR AMENDMENT ADDING LOTS 73-85 AND
LOTS "D" AND "E", GINGER WOODS

Lot "C" now known as Lots 1+2, Ginger Woods Rep 2 *act*

SECOND AMENDMENT TO DECLARATION made the date hereinafter set forth, by
Ginger Woods Home Association and Ginger Woods II Home Association, hereinafter referred to
as "Declarants."

RECITALS:

A "Declaration of Covenants, Conditions and Restrictions" has been previously filed at
Book 546, Page 337 of the Miscellaneous Records in the Register of Deeds' Office of Douglas
County, Nebraska, on January 1, 1975.

Said Declaration of Covenants, Conditions and Restrictions are subject to amendment
pursuant to Article VII, Section 5, subject to the signature of 75% of all Lot owners to an instrument
setting forth said amendment.

Pursuant to Article VII, Section 5, attached hereto are the signatures of at least 75% of all
Lot owners granting their consent to the Amendment as set forth below. Said signatures are set forth
on the attached Exhibit A.

AMENDMENT:

Declarants hereby amend said Declaration of Covenants, Conditions and Restrictions by
granting an easement to part of Lot "D" to Gale E. and Susan J. Larsen, and their successors and
assigns. The legal description for Lot "D" is attached hereto as Exhibit B and said easement is
attached as Exhibit C. All other provisions of said Declaration of Covenants, Conditions and
Restrictions hereby remain in full force and effect.

IN WITNESS WHEREOF, Declarants herein have hereunto set their hands this 21
day of October, 2000.

FELLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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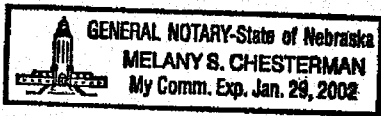
Joe Dodd
Joe Dodd, President, Ginger Woods II Home Assoc.

Richard Eckstrom
Richard Eckstrom, Pres., Ginger Woods Home Assoc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Joe Dodd, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal on this 16th day of October, 2000.

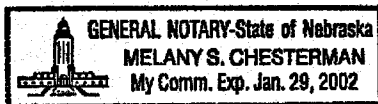


Melany S. Chesterman
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Richard Eckstrom, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal on this 24 day of October, 2000.



Melany S. Chesterman
NOTARY PUBLIC

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Shawn and Cheryl Mac Donald,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Shawn Mac Donald
LOT OWNER

Cheryl Mac Donald
LOT OWNER

Lot 45

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Gary J Nordlund and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Gary J. Nordlund
LOT OWNER

LOT OWNER

Lot 48

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Don Bullock and [Signature],

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Don Bullock
LOT OWNER

[Signature]
LOT OWNER

Lot 49

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, BLAKE and TANYA DELLON,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Blake Dellon
LOT OWNER

Tanya Dellon
LOT OWNER

Lots 50/51

MAR 27 2005

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Frank B Cernik and Phyllis J Cernik,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Frank B Cernik
LOT OWNER

Phyllis J Cernik
LOT OWNER

Lots 52/53

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Sid & Patricia Dixon and Patricia Dixon

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

[Signature]
LOT OWNER

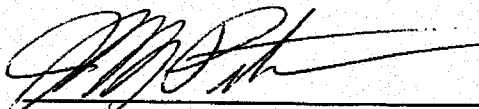
[Signature]
LOT OWNER

Lois

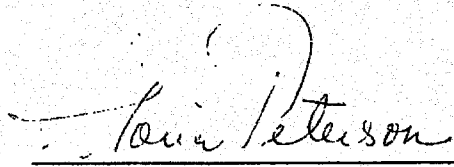
**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, J W Peterson and Gloria Peterson

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.



LOT OWNER



LOT OWNER

Lot 59

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, *Fernando Fintel* and *Ronald Fintel*

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Fernando Fintel
LOT OWNER

Ronald Fintel
LOT OWNER

Lot 60

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Jeri Royer and Steve Royer

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Jeri Royer
LOT OWNER

Stephen G. Royer
LOT OWNER

Lot 61

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Pamela and PATRICIA McCarville,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Pamela K. McCarville
LOT OWNER

62 Ginger Woods PMcCarville
LOT OWNER

Lot 62

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, W.M. Penry and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

W.M. Penry
LOT OWNER

LOT OWNER

Lot # 63

Lot 63

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, John Prestia and Nancy Prestia,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.


LOT OWNER


LOT OWNER

Lot 64

MAR 19 2001

APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION

I/We, Pat Troshycki and Irene Troshycki,
hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER
WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E",
GINGER WOODS. I/We have received a copy of said Amendment and have read and understand
same.

Pat Troshycki
LOT OWNER

Irene Troshycki
LOT OWNER

Lot 65

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, *Esther Ketchum Broussard* and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Esther Ketchum Broussard

LOT OWNER

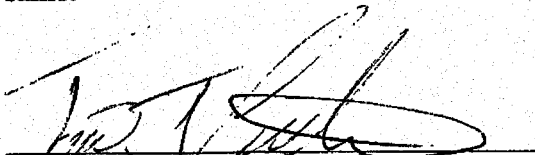
LOT OWNER

Lot 67

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Jim Cutler and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.



LOT OWNER

LOT OWNER

Lot 68

MAR 21 2001

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Laura Chait and DAVID CHAIT

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Laura Chait
LOT OWNER

David Chait
LOT OWNER

Lot 70

Lot 70

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

① We, ROBERT D. DUTTON and SUZANNE P. DUTTON,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Robert D. Dutton

LOT OWNER

#91

Suzanne P. Dutton

LOT OWNER

#91

Lot 71

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Michael P May and Leslie S. May,
hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER
WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E",
GINGER WOODS. I/We have received a copy of said Amendment and have read and understand
same.

Michael P May
LOT OWNER

Leslie S May
LOT OWNER

10/1

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Hal Lauer and Susan Lauer,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Hal Lauer
LOT OWNER

Susan Lauer
LOT OWNER

Lot 73

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

X/We, V.K. BRIDGES and JUDITH A. BRIDGES

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

V.K. Bridges 11-12-00
LOT OWNER

Judith A. Bridges 11-12-00
LOT OWNER

Lot 74

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, James D T and Carol J Burchell

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

James D Burchell
LOT OWNER

Carol J Burchell
LOT OWNER

Lot 76

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, JAMES J MALY MD and JANE E MALY,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

James J Malý MD
LOT OWNER

Jane E. Malý
LOT OWNER

Lot 77

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Steve and Larae Hill,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Steve Hill
LOT OWNER

Larae Hill
LOT OWNER

Lot 78

MAR 16 2001

APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION

I/We, Roger Timberley and Virginia Timberley
hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER
WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E",
GINGER WOODS. I/We have received a copy of said Amendment and have read and understand
same.

Roger Timberley
LOT OWNER

Virginia Timberley
LOT OWNER

Lot 79

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Edward H Dues and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Edward H Dues
LOT OWNER

LOT OWNER

Lot 80

MAR 16 2001

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Amir C. Allen and John F. Allen,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Amir C. Allen
LOT OWNER

John F. Allen
LOT OWNER

Lot 8;

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Joe Dodd and Dann S. Dohel,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Joe Dodd

LOT OWNER

LOT OWNER

Lot 82

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

We, MILTON E. SCOTT and MARY E. SCOTT,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Milton Scott
LOT OWNER

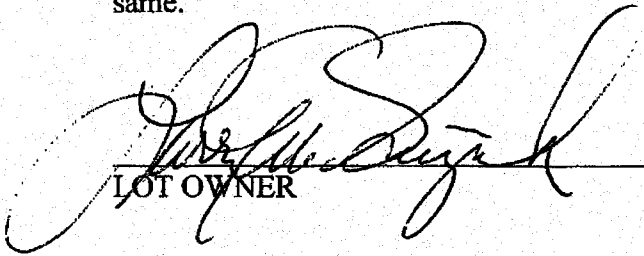
Mary E. Scott
LOT OWNER

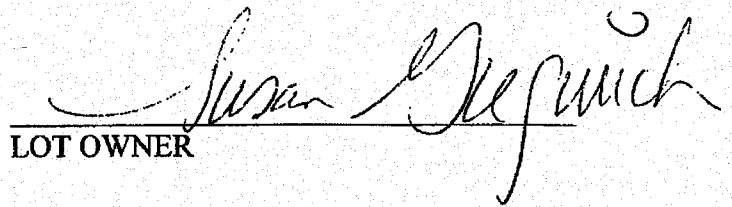
Lot 23

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, Larry Gregurich and SUSAN Gregurich,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.


LOT OWNER


LOT OWNER

Lot 84

**APPROVAL FORM - LOT OWNERS OF GINGER WOODS
HOME ASSOCIATION AND
GINGER WOODS II HOME ASSOCIATION**

I/We, VERA BEDEL and _____,

hereby grant our approval to the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C", GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E", GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Vera Bedel
LOT OWNER

LOT OWNER

Lot 85



MISC 2005056461



MAY 17 2005 14:55 P 113

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/17/2005 14:55:59.35



2005056461

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc

L $\frac{113}{75}$ FEE \$602.50 FB V1-13610 - Ginger Woods,
see attached

BKP _____ C/O _____ COMP *[Signature]*

DEL _____ SCAN _____ FV _____

Return to: *DON CHARLESTON*
17 GINGER WOODS RD.
18064 *2317*

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ON, GINGER WOODS, V1-13610
LOTS 44-72 AND LOT "C" NOW KNOWN AS LOTS 1 AND 2
GINGER WOODS REPLAT 2, AND V1-13610
PRIOR AMENDMENT ADDING LOTS 73-85 AND V1-13610
LOTS "D" AND "E", GINGER WOODS V1-13610

AMENDMENT TO DECLARATION made the date hereinafter set forth, by Ginger Woods H Home Association, hereinafter referred to as "Declarant".

RECITALS:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions has been previously filed at Book 546, Page 337 of the Miscellaneous Records in the Register of Deeds' Office of Douglas County, Nebraska, on January 1, 1975 (the "Declaration"); and

WHEREAS, any capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Declaration; and

WHEREAS, said Declaration permits annexation of additional residential property and Common Area under Article VII, Section 6, subject to the consent of two-thirds (2/3) of each class of members; and

WHEREAS, in accordance with Article VII, Section 5, said Declaration permits amendment thereof for any matters other than annexation by an instrument signed by Lessees of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, pursuant to Article III, Section 2, of the Declaration, the Class B membership ceased and was converted to Class A membership on or before January 1, 1981, resulting in all members being Class A members with one (1) vote for each residential Lot;

NOW THEREFORE, pursuant to Article VII, Section 6, of the Declaration, attached hereto on Exhibit A are the signatures of at least two thirds (2/3) of all Class A members granting their consent to Amendment Number One as set forth below; and

Pursuant to Article VII, Section 5, of the Declaration, attached hereto on Exhibit A are the signatures of at least seventy-five percent (75%) of all Class A members granting their consent to Amendment Number Two as set forth below; and

Attached hereto on Exhibit B are the signatures of the lessees and/or owners of the Properties defined herein and to be annexed hereby as either Full Purpose Annexed Property or Limited Purpose Annexed Property and hereby agree to be bound accordingly by the Declaration as amended hereby and brought within the jurisdiction of the Association for the specific purposes set forth herein.

AMENDMENT NUMBER ONE:

Declarant hereby amends said Declaration by annexing the following residential property and Common Area to the Properties and bringing said property within the jurisdiction of the Association for the following purposes.

Full Purpose Annexed Property

V1-13615

V1-13617

Lots 7, 9, 11, 13, 15, 17, 21, 23, 25, 27, 29, 31, 33 and 35, and that portion of Lot A constituting the peninsula, Ginger Woods Replat, and Lot 19 and the Easterly 31.33 feet of Lot 20, (now Ginger Woods Replat 2), Ginger Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Full Purpose Annexed Property").

17

The Full Purpose Annexed Property is hereby annexed to the Properties and brought within the jurisdiction of the Association for all purposes and shall be subject to all terms and provisions of the Declaration and any amendments thereto.

Limited Purpose Annexed Property

V1-13610

Lots 1 through 6 and Lots 37 through 42, both inclusive, Ginger Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Limited Purpose Annexed Property").

12

The Limited Purpose Annexed Property is hereby annexed to the Properties and brought within the jurisdiction of the Association solely for the limited purposes of being subject to Articles I, II, III, IV and VII of the Declaration and any amendments to such Articles. In no event shall the terms and provisions of Articles V and VI of the Declaration or any amendments thereto apply to the Limited Purpose Annexed Property.

AMENDMENT NUMBER TWO:

Declarant hereby amends said Declaration by deleting Article IV, Section 2.C.(1) in its entirety and replacing it with the following:

C. Special Assessment for Capital Improvements.

- (1) Application of Funds; Approval Required.
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 or extraordinary maintenance expense, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Capital Improvements include the construction, reconstruction, repair or replacement of any improvement upon the Common Area, including the lake, fixtures or personal property related to the Common Area. This special assessment shall be applicable to "Capital Improvements" such as recreational facilities (lake, swimming pool, boat docks, tennis courts, club house and similar facilities or amenities), as well as other recreation-oriented facilities, structures, buildings and improvements of a cost in excess of \$1,000.00 constructed, performed, erected, or placed upon the common area for the general benefit and enjoyment of the residents of the Properties.

This special assessment shall also be applicable to extraordinary maintenance expenses, including lake dredging, lake excavation, lake aeration, the construction of seawalls or other bank improvements, and any other Common Area maintenance, deemed necessary or appropriate, when the cost of such maintenance is greater than the amount provided for in the basic annual assessments, pursuant to Article IV, Section 2.A.

AMENDMENT NUMBER THREE:

Declarant, Lessees, and Members hereby amend said Declaration by deleting Section 5 of Article VII in its entirety and replacing it with the following:

Section 5.

Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date of execution of this Amendment by the President of Ginger Woods II Home Association, and shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the term hereof and any extension hereof by the Board of Directors of Ginger Woods II Home Association with the consent of 75% of the Lessees and Members. Said Amendment shall be in writing and executed by the President of the Board of Directors of Ginger Woods II Home Association, duly acknowledged, and recorded with the Register of Deeds of Douglas County, Nebraska. The duly acknowledged signature of the President of the Board of Directors of Ginger Woods II Home Association shall conclusively establish that 75% or more of the Lessees and Members have consented to said Amendment. The signed consents of not less than 75% of said Lessees and Members shall be attached to the Amendment.

IN WITNESS WHEREOF, Declarant herein has hereunto set its hand this 5th day of November, 2004.

Robert D. Dutton

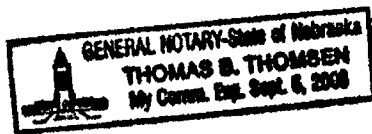
Robert D. Dutton, President, Ginger Woods II Home Association

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Robert D. Dutton, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal on this 5th day of November, 2004.

(SEAL)



[Signature]
NOTARY PUBLIC

EXHIBIT A

**APPROVAL FORM
LOT OWNERS OF GINGER WOODS II HOME ASSOCIATION**

I/We, Sam Perry and _____ hereby grant our approval to the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C," GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E," GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Sam Perry
[Signature]
LOT OWNER
Class A Member

LOT OWNER
Class A Member

Lot Number # 1

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before a notary public qualified in said county, personally came ~~JANET L. Piercy~~ Sam Perry and _____ known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and seal this 25 day of Feb, ²⁰⁰⁵2004.

[Signature]
Notary Public

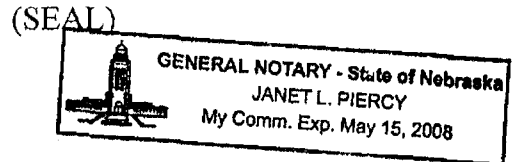


EXHIBIT B

CONSENT FORM
LOT OWNERS OF FULL PURPOSE AND LIMITED PURPOSE PROPERTY

I/We, Sam Perry and _____ hereby consent to and approve the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C," GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E," GINGER WOODS. I/We have received a copy of said Amendment and have read and understand the same and hereby agree to be bound thereby.

Sam Perry
[Signature]

LOT OWNER
Class A Member

LOT OWNER
Class A Member

Lot Number # /

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before a notary public qualified in said county, personally came JANET L. PIERCY and _____ known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and seal this 25 day of Feb, ²⁰⁰⁵2004.

(SEAL)

[Signature]

Notary Public

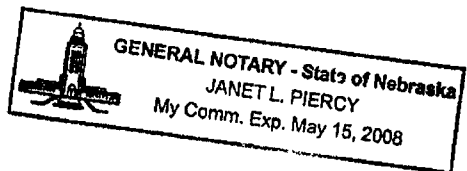
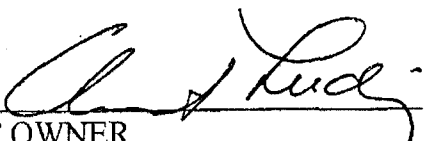


EXHIBIT A

**APPROVAL FORM
LOT OWNERS OF GINGER WOODS II HOME ASSOCIATION**

I/We, CHRISTINA and OTTO J. LUDEWIG hereby grant our approval to the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C," GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E," GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.



LOT OWNER
Class A Member




LOT OWNER
Class A Member

Lot Number 2

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before a notary public qualified in said county, personally came CHRISTINA LUDEWIG and OTTO J. LUDEWIG known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and seal this 3 day of December, 2004.



Notary Public

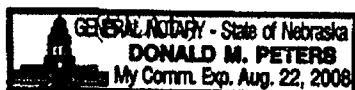
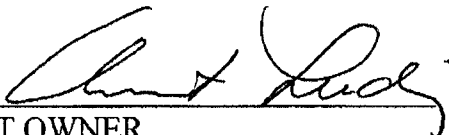


EXHIBIT B

**CONSENT FORM
LOT OWNERS OF FULL PURPOSE AND LIMITED PURPOSE PROPERTY**

I/We, CHRISTINA and OTTO J. LUDEWIG hereby consent to and approve the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C," GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E," GINGER WOODS. I/We have received a copy of said Amendment and have read and understand the same and hereby agree to be bound thereby.



LOT OWNER
Class A Member



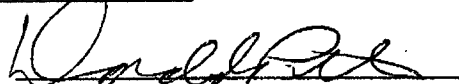
LOT OWNER
Class A Member

Lot Number 2

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before a notary public qualified in said county, personally came CHRISTINA LUDEWIG and OTTO J. LUDEWIG known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and seal this 3 day of December, 2004.



Notary Public

(SEAL)

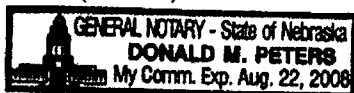


EXHIBIT A

**APPROVAL FORM
LOT OWNERS OF GINGER WOODS II HOME ASSOCIATION**

I/We, Leona M. Kernon and Albert W. Kernon hereby grant our approval to the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 44-72 AND LOT "C," GINGER WOODS, AND PRIOR AMENDMENT ADDING LOTS 73-85 AND LOTS "D" AND "E," GINGER WOODS. I/We have received a copy of said Amendment and have read and understand same.

Leona M. Kernon
LOT OWNER
Class A Member

Albert W. Kernon
LOT OWNER
Class A Member

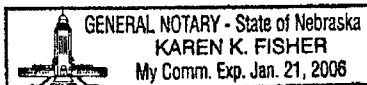
Lot Number #3

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before a notary public qualified in said county, personally came Leona M. Kernon and Albert W. Kernon known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and seal this 3 day of Dec, 2004.

(SEAL)



Karen K. Fisher
Notary Public

AMENDED AND SUBSTITUTED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ON
LOTS 1-42 and LOT "A", GINGER WOODS

This Amended and Substituted Declaration, made this 7th day of February, 1978, by DONALD G. LAMP, hereinafter referred to as "Declarant", and MARJORIE M. LAMP, his spouse.

Reference is hereby made to the Declaration of Covenants, Conditions and Restrictions dated February 8, 1973, the same being filed March 4, 1974, in Book 533, Page 129 of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska, and to the Substituted Declaration of Covenants, Conditions and Restrictions dated December 27, 1974, being filed December 27, 1974 in Book 546, Page 224 of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska.

WITNESSETH:

WHEREAS, Declarant is the lessee of certain real property, more particularly described as:

Lots 1 through 42, both inclusive, and Lot A, Ginger Woods, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, Declarant desires to create thereon a residential development with recreational facilities, playgrounds, open spaces, and other common facilities for the social and recreational benefit of the residents of said development; and

WHEREAS, Declarant desires to provide for the preservation of the natural rustic nature of the development and for the maintenance of the recreational facilities, playgrounds, open spaces and other common facilities; and to this end, desires to subject the aforesaid real property to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each of the lessees thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the development properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Nebraska a nonprofit corporation, known as the Ginger Woods Home Association, for the purpose of exercising the func-

Douglas County, Nebraska, and the aforesaid Substituted Declaration of Covenants, Conditions and Restrictions dated December 27, 1974 and filed December 27, 1974 in Book 546, Page 224 of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska; and

WHEREAS, Declarant has now determined that various changes should be made with respect to the aforesaid Declaration and Substituted Declaration in order to facilitate the accomplishment of his objects as set forth above; and

WHEREAS, Declarant has determined that for purposes of clarity and continuity, the Declaration and Substituted Declaration previously filed should be henceforth deemed a nullity with no force and effect with respect to the property encumbered thereby, and this Amended and Substituted Declaration substituted in their place and stead, becoming the sole and only Declaration whose terms are effective with respect to the aforesaid real property;

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions dated February 8, 1973 and filed March 4, 1974 in Book 533, Page 129 of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska, and the Substituted Declaration of Covenants, Conditions and Restrictions dated December 27, 1974 and filed December 27, 1974, in Book 546, Page 224, of the Miscellaneous Records in the Office of the Register of Deeds, Douglas County, Nebraska, be and hereby are vacated and held for naught, to be henceforth of no force and effect with respect to the above captioned properties, and that, henceforth, all of the properties described above shall be held, leased, subleased and occupied subject to the covenants, easements, restrictions and charges, hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ginger Woods Home Association, its successors and assigns.

Section 2. "Lessee" shall mean and refer to the record sublessee from Donald G. Lamp, whether one or more persons, of a leasehold interest to one or more residential building lots which are a part of the Properties.

Section 3. "Member" shall mean and refer to any person who is a Lessee of a lot or home site which is subject to assessment.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property leased by the Association for the common use and enjoyment of the Lessees. The Common Area shall include property leased by the Association for the exclusive use of the Members of this As-

Section 6. "Lot" shall mean and refer to any numbered residential plot of land shown upon any recorded subdivision map of the Properties.

Section 7. "Home Site" shall mean and refer to any lot or combination of lots and portions thereof leased as a unit for a dwelling site.

Section 8. "Declarant" shall mean and refer to Donald G. Lamp, his successors and assigns, developer of Ginger Woods.

ARTICLE II

PROPERTY RIGHTS

Section 1. Lessee's Easements of Enjoyment. Every Lessee shall have the right and easement of enjoyment in and to the Common Area, such right to be in common with all other members of the Association as to Lot A, Ginger Woods, except the portions thereof covered by Ginger Woods Lake, and such right to be in common with all other members of the Association as well as the members of Ginger Woods II Home Association as to that portion of Ginger Woods Lake lying within Lot A, Ginger Woods. Such right and easement of enjoyment shall be appurtenant to and shall pass with the sublease to every Lot from Donald G. Lamp, his successors and assigns, subject to the following provisions:

(a) The right of the Association to impose an assessment on the members for purposes of maintaining and improving the Common Area, as more fully provided hereinafter and as set forth in the By-Laws of the Association;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Lessee for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to contract with the Declarant and/or the Ginger Woods II Home Association for the joint use, maintenance and improvement of the Common Area, including such other areas as the members of this Association and the members of the Ginger Woods II Home Association shall use in conjunction with one another;

(d) The right of the Association to charge reasonable admission and other fees to members and guests for the use of any recreational facility situated upon the Common Area, and to impose reasonable limitations on the use thereof;

(e) The right of the Association to adopt rules and regulations governing the conduct of members and guests on the Common Area, including Ginger Woods Lake, and on the public streets within the platted

stallation and maintenance of access and service roads, utility lines, mains, equipment, installations for the common benefit of the inhabitants of Properties. and appurtenances thereto;

(h) The right of the Declarant to relocate and modify the size of the residential Lots surrounded by the Common Area prior to construction on each said Lot or building site of more than one Lot of a cluster townhouse dwelling unit, provided that in no event shall the total area of the Common Area be reduced in excess of twenty percent (20%) as a result thereof.

(i) The right of the Declarant, his successors and assigns, to grant exclusive easements to individual lessees over and upon that portion of the Common Area lying within five feet of the rear lot line of the individual buildings lots and within five feet of the sides of the end lots bordering on the said Common Area for the purpose of authorizing the continued existence and exclusive use of portions of wooden decks, porches, patios and stairways, which may encroach upon the aforesaid Common Area.

(j) The right of the Declarant, his successors and assigns, to grant exclusive easements to individual lessees over and upon selected portions of that part of the Common Area occupied by Ginger Woods Lake or lying within 10 feet thereof as measured at right angles to the adjacent portion of Ginger Woods Lake, for the purpose of allowing placement by individual lessees of facilities for boat storage, parking and dry-docking.

Section 2. Delegation of Use. Any Lessee may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or guests on his Lot or Lots, subject to such rules and regulations as may be adopted by the board of directors from time to time establishing reasonable restrictions on such delegated use.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lessee of a Lot or building site consisting of more than one Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest in any Lot or building site which is subject to assessment.

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

Class A. Class A members shall be all Lessees with the exception of the Declarant and shall be entitled to one vote for each residential home site leased. When

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class F membership, or

(b) On January 1, 1981.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant to Pay Assessments; Nature of Obligation. The Declarant, for each Lot or each home site (as hereinafter defined) within the Properties, hereby covenants, and each Lessee of any Lot or home site, by execution of a lease therefor, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney's fees incurred in the collection thereof, shall be a charge on the leasehold interest in the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Lessee of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successive lessees unless expressly authorized by the Association and expressly assumed by said successive lessees.

Section 2. Classes of Assessments; Purposes of Each Class; Miscellaneous Provisions. The Board of Directors is empowered to impose upon Lots 1-42, both inclusive, Ginger Woods, and such additional residential lots as shall hereafter be brought within the jurisdiction of the Association, the following classes of assessments, for the purposes, in the amounts and subject to the terms and conditions, as hereinafter established.

A. Basic Annual Assessment.

(1) Nature of Assessment - Miscellaneous Provisions. The Board of Directors shall annually impose a basic assessment against each of the Lots or home sites (excluding the Common Area) situated upon the Properties. This assessment shall be of uniform amount as to all lots or home sites, and shall commence as to each lot or home site on the first day of the first month following the initial leasing to a Class A member of that lot or home site. The first such assessment shall be adjusted on a prorata basis according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of this assessment against each lot or home site at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Lessee subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall determine the amount of the initial basic annual assessment, which shall not exceed \$500.00. Thereafter, the Board shall annually redetermine the amount of said

tations shall in no way limit the Board of Directors regarding its authority to increase the annual assessment to defray increases in the amount of taxes or insurance relating to the Common Area.

(2) Purposes of Assessment. The funds acquired by the Association from the basic annual assessment shall be devoted to maintenance and improvement of the Common Area; payment of taxes and insurance on the Common Area (including Ginger Woods Lake); employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors; construction of a building, and payment of taxes, utilities and insurance thereon, said building to be located either within or outside of Ginger Woods, for the housing of personnel charged with the performance of the aforesaid maintenance and security duties and for the storage of equipment and supplies relating thereto; and such other expenses as may be incurred in the interest of the health, safety, welfare and social and recreational interests of the members of the Association, as determined by the Board of Directors to be consistent with the Articles and By-Laws of Ginger Woods Home Association.

B. Exterior Maintenance Assessment.

(1) The Board of Directors shall annually impose an assessment for the repair, replacement and maintenance of exterior surface of cluster townhouse units against each of the lots improved with cluster townhouses, said assessment shall be proportionate amongst said lots on the basis of square footage of exterior surface of each said cluster townhouse unit and shall commence as to each lot developed with cluster townhouses on the first day of the first month following the initial leasing to a Class A member of that lot. The first such assessment shall be adjusted on a prorata basis according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of this assessment against lots improved with cluster townhouse development at least 30 days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Lessee subject thereto. The due date shall be established by the Board of Directors and shall be based upon a reasonable projection of estimated costs for repair, replacement and maintenance of the exterior surfaces of the cluster townhouse homes.

(2) The assessment for repair, replacement and maintenance of the exterior surfaces of homes shall also be made by the Board of Directors with respect to those lots or home sites improved with single family dwellings or duplexes as to which the home site Lessee has filed with the Board of Directors a written election to be served by and subject to the expense of the Association's said maintenance function, the intention herein being to permit those owners of home sites improved with single family dwellings or duplexes to

based on use or consumption, for such utility services as may be supplied through facilities owned and/or operated by the said Sanitary and Improvement District. The costs of collection of such assessments shall be borne by the funds received from the basic annual assessment as a service in the interest of the health, safety and welfare of the residents of the Properties.

D. Insurance.

(1) Insurance policies upon the cluster townhouse properties, including the structures but excluding the furnishings of individual townhouses, shall be purchased by and in the name of the Association for the benefit of the Association, the individual townhouse owners, mortgagees and lienholders as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual townhouses. The insurance shall cover all buildings and improvements upon the land devoted to cluster townhouses equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards.

(2) It shall be the responsibility of each Lessee of lots devoted to single family or duplex dwellings to procure and maintain on such dwelling units fire and extended coverage insurance in an amount not less than the entire replacement cost of such units. Such coverage may be obtained by Lessees of lots devoted to single family or duplex improvements through the Association from the carrier through which the Association maintains insurance coverage on the cluster townhouse improvements.

(3) The Association is also authorized to procure and maintain such other hazard insurance as it may from time to time desire. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/\$300,000 B. I. and \$50,000 P. D. public liability insurance covering the common elements plus such other or additional insurance as the Association may deem advisable from time to time.

(4) As to insurance issued in the name of the Association, the Association is hereby irrevocably appointed agent for each cluster townhouse or other dwelling house site owner electing to obtain insurance coverage through the Association to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder of the owner of the improvements affected.

representing three-fourths of the total basic value of the townhouse building within 120 days after such damage or destruction, the townhouse building need not be reconstructed or repaired and the proceeds shall be divided amongst the cluster townhouse owners in accordance with their percentage interest in the whole.

(6) In case proceeds of insurance on cluster townhouse improvements shall not equal the cost of repairs, the excess cost shall be considered an expense to be assessed and collected by the Association from the townhouse owners prorated in proportion to their percentage of the total square footage therein.

(7) The cost of fire and extended insurance coverage on cluster townhouse improvements shall be prorated on the basis of floor area of the participating dwelling units, the total cost of such insurance coverage being divided among the units in the same proportion as the floor area contained within the insured dwelling units. Similarly, the cost of fire and extended insurance coverage provided to the Lessee of home sites devoted to single family or duplex residences shall be borne by the respective owner thereof.

(8) The cost of any insurance coverage obtained by the Association as required upon the cluster townhouse units and as optionally elected by the Lessees on home sites devoted to single family or duplex uses shall be assessed prorata and proportionately to the owners of the dwelling units affected and shall be collected as a default assessment by the Association if not promptly paid.

E. Special Assessment for Capital Improvements.

(1) Application of Funds; Approval Required. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The term "capital improvements" shall include recreation-oriented facilities (swimming pool, boat docks, tennis courts, club house and similar amenities), as well as other buildings and physical improvements of a cost in excess of \$1,000.00, constructed, erected or placed upon the Common Area for the general benefit and enjoyment of the residents of Ginger Woods.

(2) Rate of Assessment. Special assessments for capital improvements shall be fixed at a uniform rate for all dwelling units of whatever character.

(2) Rights of the Association upon Default. The Association may bring an action at law against the Lessee personally obligated to pay the same or foreclose the lien against the Lessee's leasehold interest in the property when, in its discretion, it deems such action appropriate. No Lessee may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 3. Collection of Assessments; Certificate of Payment.

A. Collection.

These assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as designated by the Board of Directors.

B. Certificate of Payment; Conclusiveness of Contents.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 4. Exempt Property. The Common Area shall be exempt from the assessments established herein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, sign, structure, items of landscaping or other improvement of any type or description shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including window-mounted air handling or cooling equipment, be made until the plans and specifications showing the 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 Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

Section 2. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

Section 3. A majority vote of the Board of Directors or its designated committee is required for approval or disapproval of proposed improvements.

residential Lots, and shall be used only as residential Lots for single family cluster townhouses, single family houses or duplexes as designated in the lease therefor, provided, however, that nothing contained herein shall be construed to prohibit Lessor from maintaining an office within the Properties for the conduct of his business with respect to Ginger Woods and/or Ginger Cove.

Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot covered by this Declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 3. No house trailer, basement, tent, shack, barn, or other out-building shall be built, erected or placed upon any Lot covered by this Declaration.

Section 4. No camping trailer, travel trailer, boat trailer, motorboat, houseboat, sailboat, motorhome, truck or other recreational vehicle may be maintained, stored or kept on any of the Lots covered by this Declaration for more than fifteen (15) days in any one calendar year, unless housed completely within a structure allowed on said Lots by other provisions contained herein.

Section 5. No animals of any kind (excepting ordinary house pets in reasonable numbers as determined by the Association) shall be kept or maintained on any Lot covered by this Declaration.

Section 6. No outdoor antenna of any type and for any purpose shall be erected or placed on any Lot covered by this Declaration.

Section 7. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road, or portion of the Common Area, nor on any of the Lots covered by this Declaration unless placed in a suitable container discretely concealed so as to not be visible from other Lots, streets, or the Common Area.

Section 8. The grounds of each Lot or Lots and the dwelling located thereon shall be maintained in a neat and attractive manner. Care and maintenance of lawn areas within the individual Lot boundaries shall be provided by the Association, provided however, that maintenance of plants, shrubs and similar vegetation placed thereon shall be the obligation of the individual Lessee, who shall maintain the same in a neat and orderly condition. Upon the Lessee's failure so to do, the Board of Directors of the Association, or its designated architectural control committee may, at its option, after giving the Lessee fifteen (15) days written notice sent to his last known address, perform such maintenance functions when, and as often as, the same is necessary in its judgment.

Section 9. The cost of such maintenance referred to in Section 8 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the periodic assessment to which such Lot is subject under Article IV hereof.

with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent 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, the Association shall restore it in accordance with the insurance provision hereof, without prejudice, however, to the right of the Association to call for contribution from the Lessee or Lessees responsible under any rule of law regarding liability for grossly negligent or willful acts or omissions.

Section 3. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Board of Directors shall act as arbitrators of such dispute and the decision of a majority of the directors shall be final and conclusive of the question involved.

ARTICLE VIII

MAINTENANCE OF EXTERIOR OF STRUCTURES ON LOTS

The Association shall be responsible for and shall provide for maintenance and repair of all exterior surfaces of the buildings and party walls therein and fences located on the individual residential Lots included within the Properties. The Association shall likewise be responsible for the maintenance and repair of exterior surfaces of dwellings upon home sites in those instances where the owner thereof has notified the Association in writing of his election to avail himself of such service and convenience. The cost of such maintenance and repair shall be borne by the Association, which shall provide for the payment of same out of the annual assessments therefor coming into its hands. Such maintenance shall include, but not be limited to, painting or staining of wood surfaces, tuckpointing of mortar, maintenance of exterior doors including garage doors, and repair and replacement of gutters, downspouts, shingles, siding panels and bricks. Exterior glass shall be replaced or repaired, when necessary provided that the cost of replacement of exterior glass shall be the responsibility of the individual Lessee and shall be added to his annual assessment and become due and payable as dictated by the Board of Directors. Maintenance required because of damage caused other than by ordinary wear and tear shall be the responsibility of the individual Lessee and shall likewise be added to his annual assessment and become due and payable as dictated by the Board of Directors.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lessee, shall have the right to enforce, by legal proceedings, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lessee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Assignment and Occupancy. A Lessee shall not

Properties from misconduct of persons other than Lessees occupying individual Lots, which misconduct could give rise to punitive measures by the Board against the Lessee of record of the Lot involved.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

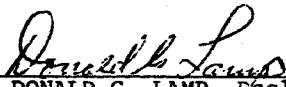
Section 4. Notices. Any notice required to be sent to any member or Lessee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Lessee on the records of the Association at the time of such mailing.

Section 5. Maintenance Easement. The Association shall retain an easement upon the exterior surfaces of each dwelling unit, and over any portion of the residential Lots not covered by buildings for purposes of maintenance and repair of exterior building surfaces and yard vegetation.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date of recording of this Declaration, 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 Lessees of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by Lessees of not less than seventy-five percent (75%) of the Lots, provided that Declarant may, until December 27, 1979, amend this Declaration without the consent of Class A members. Any amendment must be recorded.

Section 7. Annexation. (a) 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, and (b) additional land may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument.

IN WITNESS WHEREOF, Donald G. Lamp, the Declarant herein, and Marjorie M. Lamp, spouse of the Declarant, have hereunto set their hands this 7th day of February, 19 78.


DONALD G. LAMP, Declarant


MARJORIE M. LAMP, His Spouse

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Donald G. Lamp and Marjorie M. Lamp, husband and wife, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on February 7, 1978.



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**AMENDED AND SUBSTITUTED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO
LOTS 1 THROUGH 42 AND LOT A OF GINGER WOODS
NOW APPLICABLE TO
LOTS 1 THOROUGH 6 AND LOTS 37 THROUGH 42 AND PART OF LOT A OF
GINGER WOODS**

This Amended and Substituted Declaration of Covenants, Conditions and Restrictions is hereby made by the Ginger Woods Home Association, the Declarant, on the 9th day of July, 2003, pursuant to Article IX, Section 6 of the existing Declaration of Covenants, Conditions and Restrictions. Attached hereto on Exhibit "A" are the signatures of at least seventy-five percent (75%) of the Lessees of all the lots governed by the existing Declaration of Covenants, Conditions and Restrictions.

Misc 72-50
13 FEB 72-50 11-13-61 0
BKP _____ S/O _____ COMP _____
15 DEL _____ SCAN _____ 11-3

RECITALS

Ⓟ

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions regarding Lots 1 through 42 and Lot A of Ginger Woods was dated February 8, 1973 and filed March 4, 1974 in Book 533, Page 129 of the Miscellaneous Records of the office of the Register of Deeds, Douglas County, Nebraska, and the original Declaration was amended by an Amended and Substituted Declaration of Covenants, Conditions and Restrictions dated December 27, 1974 and filed December 27, 1974 in Book 549, Page 224 of the Miscellaneous Records in the office of the Register of Deeds, Douglas County, Nebraska; and

WHEREAS, the existing Amended and Substituted Declaration of Covenants, Conditions and Restrictions was executed by the Declarant on the 7th day of February 1978 and recorded in Book 593, Page 599 of the Miscellaneous Records in the office of the Register of Deeds, Douglas County, Nebraska; and

WHEREAS, the developer and prior Declarant platted Lots 1 through 42 as cluster townhouse homes, divided into seven groups of six lots per group sharing common party walls;

31, 33 and 35 of Ginger Woods Replat, together with Lot 19 and the easterly 31.33 feet of Lot 20 of Ginger Woods, which was not replatted. The replatted lots were platted into single-family lots and single-family homes have been constructed upon the replatted lots and Lot 19 and part of Lot 20, and;

WHEREAS the existing Declaration of Covenants, Conditions and Restrictions applicable to cluster townhouse homes are not appropriate for the single-family lots now located on that part of Lot A, constituting the peninsula; and

WHEREAS the Declarant has determined that the replatted lots located on the peninsula should be deleted and de-annexed from the Declaration of Covenants, Conditions and Restrictions relating to the cluster townhouse homes, now applicable to Lots 1 through 6 and Lots 37 through 42, inclusive, of Ginger Woods, and the Declarant has determined that various other changes should be made with respect to the existing Declaration of Covenants, Conditions and Restrictions in order to facilitate and accomplish the objects and purposes of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant has determined that for purposes of clarity and continuity, the original Declaration and the Amended and Substituted Declarations previously filed should be henceforth deemed a nullity with no force and effect with respect to the property encumbered thereby, and this Amended and Substituted Declaration shall be substituted in their place and stead, becoming the sole and only Declaration whose terms are effective with respect to Lots 1 through 7 and 37 through 42, inclusive and part of Lot A in Ginger Woods.

NOW THEREFORE, the Declarant hereby declares that the original Declaration of Covenants, Conditions and Restrictions, and the Amended and Substituted Declarations of Covenants, Conditions and Restrictions, as set forth in the Recitals hereto, are hereby vacated and held for not, to be henceforth of no force and effect with respect to the property described as Lots 1 through 42 and Lot A of Ginger Woods. The Declarant does hereby delete, de-annex and release the property previously described as Lots 7 through 36 from this Amended and Substituted Declaration of Covenants, Conditions and Restrictions. The Declarant does hereby declare that this Amended and Substituted Declaration of Covenants, Conditions and Restrictions shall be applicable to Lots 1 through 6 and Lots 7 through 42 and that part of Lot A lying North of a line which is 20 feet North of and parallel to the North lot lines of Lot 7 and 35 of Ginger Woods replat, which line shall extend from the water's edge of the lake on the east side of the peninsula to the water's edge of the lake on the west side of the peninsula, all of which is part of Ginger Woods Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The Declarant does hereby declare that henceforth, Lots 1 through 6 and 37 through 42 of Ginger Woods shall be held, leased, subleased and occupied subject to the covenants, easements,

Section 2. "Lessee" shall mean and refer to the record sublessee from Donald G. Lamp or Ginger Limited, whether one or more persons, of a leasehold interest to one or more residential building lots which are a part of the Properties.

Section 3. "Member" shall mean and refer to any person who is a Lessee of a lot or home site, which is subject to assessment.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property leased or owned by the Association for the common use and enjoyment of the Lessees. The Common Area shall include property leased or owned by the Association for the exclusive use of the Members of this Association, as well as property leased jointly by this Association and the Ginger Woods II Home Association for the common use of the members of this Association and the members of the Ginger Woods II Home Association. The initial Common Area to be leased to the Association by the Declarant for the exclusive use of this Association consists of part of Lot A, Ginger Woods, above-described, except the portion thereof covered by Ginger Woods Lake, and the initial Common Area to be leased by the Association jointly with Ginger Woods II Home Association shall be that portion of Ginger Woods Lake lying within Lot A and Lots B and C, Ginger Woods.

Section 6. "Lot" shall mean and refer to any numbered residential plot of land shown upon any recorded subdivision map of the properties.

Section 7. "Home Site" shall mean and refer to any lot or combination of lots and portions thereof leased as a unit for a dwelling site.

Section 8. "Declarant" shall mean and refer to Board of Ginger Woods Home Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Lessee's Easements of Enjoyment. Every Lessee shall have the right and easement of enjoyment in and to the Common Area, such right to be in common with all other members of the Association as to that part of Lot A, described above, Ginger Woods, except the portions thereof covered by Ginger Woods Lake, and such right to be in common with all other members of the Association as well as the members of Ginger Woods II Home Association as to that portion of Ginger Woods Lake lying within Lot A, Ginger Woods. Such right and easement

against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to contract with the Declarant and/or the Ginger Woods II Home Association for the joint use, maintenance and improvement of the Common Area, including such other areas as the members of this Association and the members of the Ginger Woods II Home Association shall use in conjunction with one another;

(d) The right of the Association to charge reasonable admission and other fees to members and guests for the use of any recreational facility situated upon the Common Area, and to impose reasonable limitations on the use thereof;

(e) The right of the Association to adopt rules and regulations governing the conduct of members and guests on the Common Area, including Ginger Woods Lake, and on the public and private streets within the platted area of the Properties, and to proscribe penalties for the violation thereof.

(f) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities;

(g) The right of the Declarant to grant easements to public utilities and Sanitary and Improvement District No. 254, and their successors and assigns for purposes of construction, installation and maintenance of access and service roads, utility lines, mains, equipment, installation of Properties, and appurtenances thereto;

(h) The right of the Declarant, its successors and assigns, to grant exclusive easements to individual lessees over and upon that portion of the Common Area lying within five feet of the rear lot line of the individual building lots and within five feet of the sides of the end lots bordering on the said Common Area for the purpose of authorizing the continued existence and exclusive use of portions of wooden decks, porches, patios and stairways, which may encroach upon the aforesaid Common Area; and

(i) The right of the Declarant, its successors and assigns, to grant exclusive easements to individual lessees over and upon selected portions of that part of the Common area occupied by Ginger Woods Lake or lying within ten (10) feet thereof as measured at right angles to the adjacent portion of Ginger Woods Lake, for the purpose of allowing placement by individual lessees of facilities for boat storage, parking and dry-docking.

Section 2. Delegation of Use. Any Lessee may delegate, in accordance with the By-

Every Lessee or owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest in any Lot or building site, which is subject to assessment.

ARTICLE IV ASSESSMENTS

Section 1. Covenant to Pay Assessments; Nature of Obligation. The Declarant, for each Lot or each home site (as hereafter defined) within the Properties, hereby covenants, and each Lessee of any Lot or home site, by execution of a lease therefore, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney's fees incurred in the collection thereof, shall be a charge on the leasehold interest in the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Lessee of such property at the time when the assessment fell due.

Section 2. Classes of Assessments; Purposes of Each Class; Miscellaneous Provisions. The Board of Directors is empowered to impose upon Lots 1 through 6 and Lots 37 through 42, both inclusive, Ginger Woods, and such additional residential lots as shall hereafter be brought within the jurisdiction of the Association, the following classes of assessments, for the purposes, in the amounts and subject to the terms and conditions as hereinafter established.

A. Basic Annual Assessment.

(1) Nature of Assessment – Miscellaneous Provisions. The Board of Directors shall annually impose a basic assessment against each of the Lots or home sites (excluding the Common Area) situated upon the Properties. This assessment shall be of uniform amount as to all lots or home sites. The Board of Directors shall fix the amount of this assessment against each lot or home site at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Lessee subject thereto. The due dates shall be established by the Board of Directors. The Board shall annually determine the amount of the assessment, provided that the increase for any one year over the preceding year for that portion of the assessment attributable to expenses within the control of the Association (to-wit, all expenses with the exception of taxes and insurance relating to the Common Area) shall not exceed

improvement of the Common Area (except for extraordinary Common Area maintenance expenses provided for in Article IV, Section 2 E); payment of taxes and insurance on the Common Area, employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors; and such expenses as may be incurred in the interest of the health, safety, welfare and social and recreational interests of the members of the Association, as determined by the Board of Directors to be consistent with the Articles and By-Laws of Ginger Woods Home Association.

B. Exterior Maintenance Assessment.

The Board of Directors shall annually impose an assessment for the repair, replacement and maintenance of exterior surface of cluster townhouse units against each of the lots improved with cluster townhouses, said assessment shall be proportionate amongst said lots on the basis of square footage of exterior surface of each said cluster townhouse unit. The Board of Directors shall fix the amount of this assessment against lots at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Lessee subject thereto. The due date shall be established by the Board of Directors and shall be based upon a reasonable projection of estimated costs for repair, replacement and maintenance of the exterior surfaces of the cluster townhouse homes.

(C) Utilities Assessment.

The Association, if requested to do so by Sanitary and Improvement District No. 254 of Douglas County, Nebraska, shall be empowered to levy an assessment, which need not be uniform per lot but which shall be based on use or consumption, for such utility services as may be supplied through facilities owned and/or operated by the said Sanitary and Improvement District. The costs of collection of such assessments shall be borne by the funds received from the basic annual assessment as a service in the interest of the health, safety and welfare of the residents of the Properties.

(D) Insurance.

(1) Insurance policies upon the cluster townhouse properties, including the structures but excluding the furnishings of individual townhouses, shall be purchased by and in the name of the Association for the benefit of the Association, the individual townhouse owners, mortgagees and lienholders as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual townhouses. The insurance shall cover all buildings and improvements upon the

shall be procured for liability for bodily injury and property damage, in amounts determined appropriate by the association and public liability insurance covering the common elements plus such other or additional insurance as the Association may deem advisable from time to time.

(3) As to insurance issued in the name of the Association, the Association is hereby irrevocably appointed agent for each cluster townhouse owner, electing to obtain insurance coverage through the Association, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder of the owner of the improvements affected.

(4) All insurance proceeds received by the Association or dwelling site owners shall be applied by the recipient toward repairing, replacing or reconstructing the damage suffered.

(5) In case proceeds of insurance on cluster townhouse improvements shall not equal the cost of repairs, the excess cost shall be considered an expense to be assessed and collected by the Association from all of the townhouse owners prorated in proportion to their percentage of the total square footage of all of the units.

(6) The cost of fire and extended insurance coverage on cluster townhouse improvements shall be prorated on the basis of floor area of the participating dwelling units, the total cost of such insurance coverage being divided among the units in the same proportion as the floor area contained within the insured dwelling units.

E. Special Assessment for Capital Improvements and Extraordinary Maintenance Expenses.

(1) Application of Funds; Approval Required. 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 capital improvements and/or extraordinary expenses relating to the Common Areas, provided that any such assessment shall have the assent of two-third (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. The term "capital improvements" shall include recreation-oriented facilities and physical improvements of a cost in excess of One Thousand Dollars (\$1,000.00), constructed, erected or placed upon the Common Area, including the Lake, for the

(2) **Rate of Assessment.** Special assessments for capital improvements and extraordinary maintenance expenses in the Common Areas shall be fixed at a uniform rate for all dwelling units.

(F) **Default Assessments.**

(1) Default assessments shall consist of any charges, liens or assessments, including but not limited to basic annual assessments, exterior maintenance assessments, insurance assessments and special assessments for capital improvements and extraordinary maintenance expenses, for which timely payment is not made by the Lessee to the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed a default assessment and shall bear interest from the date due until paid at the rate of twelve percent (12%) per annum.

(2) **Rights of the Association upon Default.** The Association may bring an action at law against the Lessee personally obligated to pay the same or foreclose the lien against the Lessee's leasehold interest in the property when, in its discretion, it deems such action appropriate. No Lessee may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 3. Collection of Assessments; Certificate of Payment.

A. **Collection.**

These assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as designated by the Board of Directors.

B. **Certificate of Payment; Conclusiveness of Contents.**

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 4. Exempt Property. The Common Area shall be exempt from the assessments established herein.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, sign, structure, items of landscaping or other improvement of any type or description shall be constructed, erected or maintained upon the

Section 2. In the event said Board of Directors fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

Section 3. A majority vote of the Board of Directors is required for approval or disapproval of proposed improvements.

Section 4. The said Board shall maintain written records of all applications submitted to it and of all actions taken by it.

ARTICLE VI USE RESTRICTIONS AND EASEMENTS

Section 1. All Lots covered by this Declaration, with the exception of the Common Area, shall be known and described as residential Lots, and shall be used only as residential Lots for single-family cluster townhouses, as designated in the lease therefor.

Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot covered by this Declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 3. No house trailer, basement, tent, shack, barn or other outbuilding shall be built, erected or placed upon any Lot covered by this Declaration.

Section 4. No camping trailer, travel trailer, boat trailer, motorboat, houseboat, sailboat, motor home, truck or other recreational vehicle may be maintained, stored or kept on any of the Lots covered by this Declaration for more than fifteen (15) days in any one calendar year, unless housed completely within a structure allowed on said Lots by other provisions contained herein.

Section 5. No animals of any kind (excepting two ordinary house pets) shall be kept or maintained on any Lot covered by this Declaration. All house pets shall be under complete control of the owner at all times.

Section 6. No outdoor antenna of any type and for any purpose shall be erected or placed on any Lot covered by this Declaration, except that a 24-inch in diameter satellite dish shall be permitted.

Section 7. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road, or portion of the Common Area, nor on any of the Lots covered by this Declaration unless placed in a suitable container on collection day.

Section 8. The grounds of each Lot or Lots and the dwelling located thereon shall be maintained in a neat and attractive manner. Care and maintenance of lawn areas within the individual Lot boundaries shall be provided by the Association, provided, however, that

Section 9. The cost of such maintenance referred to in Section 8 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the periodic assessment to which such Lot is subject under Article IV hereof.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent 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, the Association shall restore it in accordance with the insurance provision hereof, without prejudice, however, to the right of the Association to call for contribution from the Lessee or Lessees responsible under any rule of law regarding liability for grossly negligent or willful acts or omissions.

Section 3. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Board of Directors shall act as arbitrators of such dispute and the decision of a majority of the directors shall be final and conclusive of the question involved.

ARTICLE VIII MAINTENANCE OF EXTERIOR OF STRUCTURES ON LOTS

The Association shall be responsible for and shall provide for maintenance and repair of all exterior surfaces of the buildings and party walls therein included within the Properties. The Association shall likewise be responsible for the maintenance and repair of exterior surfaces of dwellings in those instances where the owner thereof has notified the Association in writing of his election to avail himself of such service and convenience. The cost of such maintenance and repair shall be borne by the Association, which shall provide for the payment of same out of the annual assessments therefore coming into its hands. Such maintenance shall include, but not be limited to, painting or staining of wood surfaces, tuck pointing of mortar, and repair and replacement of gutters, downspouts, shingles, siding panels and bricks. Exterior glass, decks, window frames, doors, garage doors and driveways and walkways shall be replaced or repaired,

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Lessee, shall have the right to enforce, by legal proceedings all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lessee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Assignment and Occupancy. A Lessee shall not permit individuals or families to occupy his Lot or home site and the dwelling situated thereon in his absence or in the absence of the adult members of his immediate family, during a period in excess of one week, without the prior express written consent of the Board. A Lessee shall not assign his sublease, either temporarily or permanently, without the prior express written consent of the Board. The written consent contemplated in the foregoing sections shall not be arbitrarily or unreasonably withheld, the purpose of this section being rather to protect the Lessee and other Lessees of Lot situated upon the Properties from misconduct of persons other than Lessees occupying individual Lots, which misconduct could give rise to punitive measures by the Board against the Lessee of record of the Lot involved.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any member or Lessee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Lessee on the records of the Association at the time of such mailing.

Section 5. Maintenance Easement. The Association shall retain an easement upon the exterior surfaces of each dwelling unit, and over any portion of the residential Lots not covered by buildings for purposes of maintenance and repair of exterior building surfaces and yard vegetation.

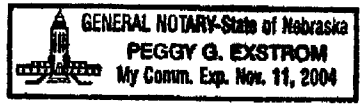
Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Lessees of not less than seventy-five percent (75%) of the Lots governed by this Declaration. Any amendment must be recorded.

Section 7. Annexation. (a) Additional residential property and Common Area may be

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Gunnar Nyholm, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on 7-9-03, 2003.



Peggy G. Exstrom
Notary Public

EXHIBIT "A"

Lot 1 David G. Mella
Printed Name: DAVID G. MELLA

Lot 2 OTTO J. LUDEWIG
Printed Name: OTTO J. LUDEWIG

Lot 3 A. William Kernen
Printed Name: A. William Kernen

Lot 4 Gunnar Nyholm
Printed Name: GUNNAR NYHOLM

Lot 5 Regina Hatch
Printed Name: Regina Hatch

Lot 6 Dorothy W. Judd
Printed Name: Dorothy W. Judd

Lot 7 Nick Modica
Printed Name: NICK MODICA

Lot 9 _____
Printed Name: _____

Lot 11 O. J. Glass Jr.
Printed Name: O. J. GLASS JR.

Lot 13 Thomas J. Rowe
Printed Name: THOMAS J. ROWE

Lot 15 Don Charlton
Printed Name: DON CHARLTON

Lot 17 Don Charlton
Printed Name: DON CHARLTON

Lot 21 Walter Deane
Printed Name: Walter Deane

Lot 23 Jim Brown
Printed Name: JIM BROWN

Lot 25 Harold Schmitt
Printed Name: HAROLD SCHMITT

Lot 27 Harold Schmitt
Printed Name: HAROLD SCHMITT

Lot 29 _____
Printed Name: _____

Lot 31 _____
Printed Name: _____

Lot 33 _____
Printed Name: _____

Lot 35 Mark Moeller
Printed Name: Mark Moeller

Lot 36 _____
Printed Name: _____

Lot 37 Jim Stock
Printed Name: Jim Stock

Lot 38 Michelle K. Dufree
Printed Name: Michelle K. Dufree
Conservator for Margaret H. Barnett-Weaver

Lot 39 Sara Wamsley
Printed Name: SARA WAMSELEY

Lot 40 Bob Hudson

Lot 41 _____